

Village of Beverly Hills
Regular Village Council Meeting
Tuesday, October 3, 2023

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

Zoom link: <https://us02web.zoom.us/j/89769026118>

Meeting ID: 897 6902 6118

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 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.

Business Agenda

1. Review and consider Collective Bargaining **Agreement** with the Village of Beverly Hills Lieutenants and Sergeants Association.
2. Second reading and consideration of proposed **Ordinance 387** to amend Village Ordinance, Chapter 42, Section 42.12, Games in Streets.
3. Review and consider Michigan Natural Resource Trust Fund Project **Agreement** for the Wendbrook property acquisition.
4. Accept Andrew Drummond's resignation from the Planning Commission and **first announcement** of a vacancy on the Planning Commission.

Public Comments

Manager's **report**

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.

Council comments

Adjournment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic. The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

SPECIAL COUNCIL MEETING MINUTES – SEPTEMBER 18, 2023 – PAGE 1

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

Absent: None

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 special Village Council meeting to order at 6:30 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

PUBLIC COMMENTS

Jon Oen, Verona Circle, said the Greenfield/Beverly Road roundabout turned out nice and has been receiving a lot of positive feedback.

BUSINESS AGENDA**REVIEW AND CONSIDER APPLICANTS TO FILL VACANCY ON THE BEVERLY HILLS VILLAGE COUNCIL**

George provided an overview. A vacancy exists on the Beverly Hills Village Council due to Michael White’s resignation. The Council accepted the resignation at the August 15, 2023 regular meeting and the first announcement of the vacancy was made at that time. The second notice of the vacancy was made at the September 5, 2023 Council meeting. Interested and eligible residents were invited to apply to fill the vacancy for a term ending November 2024. Applications were due by 4:30 p.m. on Monday, September 11, 2023. 11 applications were received. All applicants are registered voters in the Village of Beverly Hills. George noted that 1 applicant withdrew and 2 are unable to attend this meeting. The remaining applicants will be heard in the order in which their applications were received.

Council heard from the following applicants and asked follow up questions from: Gabriel Ervin, Marilyn Antrim, Suzanne Grimm, Dale Young, and Tim Mercer.

George called a recess at 8:41 p.m.

The meeting resumed at 8:50 p.m.

Council heard from the following applicants and asked follow up questions from: Derek Russaw, Andrew Drummond, and Jon Oen.

APPOINTMENT OF APPLICANT TO FILL VACANCY ON THE BEVERLY HILLS VILLAGE COUNCIL FOR A TERM ENDING NOVEMBER 2024

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

George provided an overview of the procedure. After the Council hears from all applicants present, the Chair will open the floor for nominations. Nominations by a Council member do not require a second. Once all nominations are heard, the Chair will entertain a motion to close the nominations. The Chair shall then call for a roll call vote for the nominees in the order they were received. The first candidate to receive a majority vote (4), will be appointed to the Village Council to fill the vacancy for a term ending November 2024.

George opened the floor for nominations.

Abboud nominated Gabriel Ervin.

Hrydziuszeko nominated Suzanne Grimm.

Mooney nominated Tim Mercer.

O’Gorman nominated Andrew Drummond.

Mooney nominated Rosanne Koss.

Abboud nominated Jon Oen.

No one else wished to make a nomination.

Motion by Mooney, second by Abboud to close the nominations.

Motion passed.

A roll call vote was called for the following candidates:

Gabriel Ervin

Abboud – yes

George – no

Hrydziuszeko – no

Kecskemeti – no

Mooney – yes

O’Gorman – no

Motion failed (2-4)

Suzanne Grimm

Abboud – no

George – yes

Hrydziuszeko – yes

Kecskemeti – yes

Mooney – no

O’Gorman – no

Motion failed (3-3)

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

Tim Mercer

Abboud – yes
George – no
Hrydziuszko – no
Kecskemeti – no
Mooney – yes
O’Gorman – no
Motion failed (2-4)

Andrew Drummond

Abboud – no
George – yes
Hrydziuszko – yes
Kecskemeti – yes
Mooney – no
O’Gorman – yes
Motion passed (4-2)

Andrew Drummond was appointed to the Village Council by a majority vote of Council for a term ending November 2024.

PUBLIC COMMENTS

None.

COUNCIL COMMENTS

O’Gorman commended all of the applicants. He said there was a breadth of experience and qualifications. He gave a nod to Mr. White for his service on Council. He said he appreciates the applicants’ time and talked about his thought process for selecting a new Council member.

Kecskemeti said she appreciates the time candidates took to apply. She said it was a difficult decision. She encouraged all the applicants to keep applying and to get involved in the community.

Abboud thanked all of the residents who make it possible for Council members to serve. He thanked all the applicants who put their hat in the ring. He said that he thought Ervin, who is 21 years old, could have brought a different perspective to the Council. He also commented on the number of questions that he asked the candidates.

Mooney thanked the applicants and congratulated Drummond on his appointment.

Hrydziuszko thanked the applicants. She encouraged them all to stay active and stay involved. She said she is happy to help where she can. She congratulated Drummond.

George thanked everyone who applied. He thinks the Council did a thorough job talking to candidates. He thanked White for his service. He thanked Administration. He congratulated Drummond.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 10:29 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk

SPECIAL COUNCIL MEETING MINUTES – SEPTEMBER 19, 2023 – PAGE 1

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

Absent: None

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

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

President George called the special Village Council meeting to order at 6:30 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

PUBLIC COMMENTS

None.

BUSINESS AGENDA

CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING AGREEMENT PURSUANT TO MCL 15.268(C) AND 15.268(H)

Motion by Mooney, with support from Hrydziuszko to adopt the following resolution:

WHEREAS, at the Special Village Council Meeting held on Tuesday, September 19, 2023, Village Council desires to go into closed session to discuss collective bargaining negotiations with Beverly Hills Command Association.

NOW, THEREFORE, BE IT RESOLVED that the Village of Beverly Hills Council hereby agrees to meet in Closed Session, as permitted by the Open Meeting Act MCL 15.268(c) and MCL 15.268(h) at the Special Meeting held on Tuesday, September 19, 2023, at 6:30 p.m. at the Village of Beverly Hills, 18500 W. Thirteen Mile Road, Beverly Hills, Michigan, 48025. The purposes of the Closed Session are to discuss collective bargaining negotiations with the Beverly Hills Command Association with the Village Labor Attorney, Ms. Gouri Sashital and the attorney-client privilege memo dated September 19, 2023 from the Labor Attorney, Ms. Gouri Sashital.

Roll Call Vote:
 Motion passed (7-0)

The Council entered Closed Session at 6:31 p.m.

The Council returned to Open Session at 6:35 p.m.

Motion by Mooney, second by Hrydziuszko, the Beverly Hills Village Council directs Administration and the Labor Attorney to draft the Tentative Agreement with the Command Officers Union to be presented to Council at the next Regular Meeting.

Roll Call Vote:
Motion passed (7-0)

PUBLIC COMMENTS

None.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 6:36 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk

REGULAR COUNCIL MEETING MINUTES – SEPTEMBER 19, 2023 – PAGE 1

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

Absent: None

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

ROLL CALL/CALL TO ORDER

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.

SPECIAL ORDER OF BUSINESS: ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED COUNCIL MEMBER – HONORABLE JUDGE CYNTHIA ARVANT

Honorable Judge Cynthia Arvant administered the Oath of Office to newly appointed Council Member, Andrew Drummond.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by those in attendance.

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mooney, second by Hrydziuszko, to approve the agenda as presented with a request to read the Constitution Week Proclamation aloud.

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

Dan Nunez, Marguerite, gave some background about his time serving on Council from 2016-2020. He said that Beverly Park does not look good because of all the dead wood. He said there was gravel piled next to old trees which made him sad. He said he visited the Wendbrook property. He said the Village should take care of Beverly Park before taking on Wendbrook.

John Luscombe, Woodhaven, said he thinks the cost of the play structure at Beverly Park is too high. He commented on pocket parks, Wendbrook, and Riverside Park. He said there is an opportunity for improvements, such as a fishing dock, at Riverside Park. He said the Village should grab the opportunity of Wendbrook.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held September 5, 2023.
2. Review and file bills recapped as of Monday, September 11, 2023.

3. Proclamation recognizing Constitution Week 2023.

Roll Call Vote:
Motion passed (7-0)

Kecskemeti read the Constitution Week 2023 Proclamation on George’s behalf.

BUSINESS AGENDA

REVIEW AND CONSIDER PARKS & RECREATION BOARD’S RECOMMENDATION TO CONTINUE THE SCULPTURES IN THE PARKS PROGRAM IN 2024

Campbell gave an overview. The Sculptures in the Parks Program began in 2022. Sculptures on loan are currently on display at Beverly Park, Riverside Park, and Douglas Evans Nature Preserve. The program has received a great deal of positive feedback and the Parks & Recreation Board would like to continue the program in 2024.

At their August 17, 2023 regular meeting, the Parks & Recreation Board recommended that the Village Council approve its request to continue the Sculptures in the Parks program in 2024 in an amount not to exceed \$7,000.00.

The Sculptures in the Parks Program aligns with the Village’s 5-Year Community Recreation Plan’s goals to “develop programs for residents of all ages” and “[enhance] aesthetic appeal of parks” (page 26).

An overview of the 2023 program and expenses were provided for Council’s review.

Janice Hausman, Parks & Recreation Board, provided an update on the Sculptures in the Parks Program. She said the Board received submissions from all over the world. The sculptures that were ultimately selected are all from local Michigan artists. She went over the 2023 sculptures and locations. She noted that one ceramic sculpture from 2022 was recently removed due to damage and/or vandalism. She said the 2023 program came in under budget. She noted all the sculptures are on loan to the Village and are available for sale.

Abboud asked about the pricing to purchase sculptures. Hausman said each sculpture has a link on the Village website and that prices can be found there.

O’Gorman asked about the rotation of sculptures. He thanked Hausman for her work on this project.

Hrydziuszko said this has been a great program and has received an amazing response. She encouraged residents to view all the sculptures. She thanked Hausman.

Motion by Hrydziuszko, second by O’Gorman, be it resolved, the Beverly Hills Village Council approves the Parks & Recreation Board’s recommendation to continue the Sculptures in the Parks program in 2024 in an amount not to exceed \$7,000.00. Funds for this request are available in Account 101-751-949.00 (Parks).

Roll Call Vote:
Motion passed (7-0)

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SECOND READING AND CONSIDERATION OF PROPOSED ORDINANCE 386 TO AMEND VILLAGE ZONING ORDINANCE, CHAPTER 22, SECTION 22.32.120 NONCONFORMING SIGNS

Campbell provided an overview of proposed Ordinance 386, amending the Zoning Ordinance, which was included in the meeting packet. The proposed ordinance revisions amend the standards for continuance of existing legal nonconforming signs contained in subparagraph 2 of Section 22.32.120 as follows:

Amend existing item c. to reduce the allowed cost of repairs to a damaged nonconforming sign from 60% to 50% of the cost of an identical new sign, excluding the cost of the sign foundation.

Add new item d. to require that the owner of a nonconforming sign that is removed due to damage must submit a sign permit application to the Village within 30 days of the sign being damaged in order to be eligible to re-erect the sign.

The Planning Commission held a public hearing prior to passing a motion to recommend approval of the proposed amendments at its July 26, 2023 meeting. The Council held a public hearing and conducted the first reading at the September 5, 2023 meeting.

O’Gorman suggested the Village reach out to businesses regarding the sign Ordinance changes.

Motion by Drummond, second by Hrydziuszko, be it ordained, the Beverly Hills Village Council adopts Ordinance 386, amending Zoning Ordinance Section 22.32.120 “Nonconforming Signs.”

Section 1.01. That Village of Beverly Hills Zoning Ordinance, Chapter 22, Section 22.32.120 Nonconforming Signs for the Village of Beverly Hills is hereby amended to read as follows:

22.32.120 NONCONFORMING SIGNS.

1. Lawful Existing Signs: Any sign lawfully existing at the time of adoption of this Section which does not fully comply with all provisions shall be considered a legal nonconforming sign and may be permitted to remain as long as the sign is properly maintained and not detrimental to the health, safety and welfare of the community except as hereafter provided.

2. Continuance: A nonconforming sign shall not:

- a. be expanded, change type, or change to another nonconforming sign;
- b. be relocated or structurally altered so as to prolong the life of the sign, or so as to change the shape, size, type, placement, or design of the sign’s structural parts;
- c. Be repaired after being damaged if the repair of the sign would cost more than 50 percent of the cost of an identical new sign, excluding the foundation;

- d. Be re-erected after being damaged if the sign has been removed from the property and if a sign permit application to re-erect/repair the sign has not been submitted to the Village within 30 days of the sign being damaged.

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.

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 Planning Commission on July 26, 2023, and the Village Council on September 5, 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 (7-0)

SECOND READING OF PROPOSED ORDINANCE 387, AMENDING VILLAGE ZONING ORDINANCE, CHAPTER 22, SECTION 22.08.150 FENCE, WALL, AND PRIVACY SCREEN REGULATIONS

Stec provided an overview. Based on the input received from the Village Council on proposed amendments to the zoning regulations on fences greater than four (4) feet in height and/or greater than 35% opacity in single-family residential districts received at the September 5, 2023, meeting, the following revised amendments to the administrative approval standards for such fences are provided for consideration by Village Council:

- The subject site directly abuts a non-single family residential land use, zone district, single-family cluster development, or residential PUD development. In which case the installation of the fence shall be limited to the property lines abutting such use or zone district.
- The fence would obstruct the view of an adjacent non-single family residential land use, single-family cluster development, or residential PUD development. Photographic evidence shall be provided documenting that such use is visible from the property. The installation of the fence shall be limited to those property lines from which such use is visible.

The removal of the following standards for administrative approval remains unchanged from what was proposed at the 9/5/23 meeting:

- The subject site cannot support vegetative screening in lieu of the proposed fencing. The applicant shall provide supporting documentation of this from a licensed landscape architect or certified arborist.
- At least one residential parcel within 200’ of the subject site on that side of the street in that block or at least one abutting residential parcel contains permitted fencing of similar height and/or opacity. To document this, the applicant shall prepare a neighborhood lot study that includes a map of the study area and photograph(s) of existing fencing. An existing privacy screen as allowed in Section 3 Privacy Screens shall not be used as consideration for compliance with this standard.

The complete proposed revised Section 22.08.150.B.2., reviewed and prepared by the Village Attorney, outlining the administrative review standards for fences over four (4) feet in height (up to a maximum of six (6) feet in height), and/or up to 100% opacity was provided in the meeting packet.

Drummond commented on adjacent vs. abutting. He said that adding the language “across the street from” or “close proximity to” could cause additional problems. He recommended that the draft Ordinance go back to Planning Commission for review and recommendation.

Kecskemeti said she was happy with the language regarding fences obstructing a view. O’Gorman agreed with Kecskemeti and said he liked that the applicant would need to provide photographic evidence.

Hrydziuszko said she was pleased with the spirit of the Ordinance as submitted and the language to allow residents to enjoy the privacy of their backyard. She said she did not know what else would be needed from the Planning Commission.

Drummond stated that adding the new paragraph is not completely in line with the Planning Commission’s intentions regarding “adjacent.”

The Council discussed whether to send the draft back to Planning Commission.

The Council discussed whether the word “adjacent” causes problems.

The Council discussed whether the Ordinance as submitted was more restrictive or whether it would allow more fences in the community.

Hrydziuszko noted that she is in favor of residents having privacy on their own property and is not in favor of restricting fences further. She said the Planning Commission should not be considering the 200’ rule when making decisions on fence applications.

Mooney said several of the provisions could broaden the number of fences permitted.

There was discussion about whether or not to remove the 200’ rule. Drummond noted that removing the 200’ rule would alleviate Planning Commission’s hesitation to grant some fences.

Hrydziuszko said she would not be comfortable taking it out. The Council discussed whether the Planning Commission should be considering an Administrative approval standard.

The general consensus was to send the draft back to the Planning Commission and create a joint subcommittee to work on the updates.

Motion by Mooney, second by Kecskemeti, the Beverly Hills Village Council forms a subcommittee of members Drummond, Hrydziuszko, and Kecskemeti to meet with a Planning Commission subcommittee regarding amendments to the Fence Ordinance and instructs the Planning Commission to offer a recommendation to Council as soon as reasonably possible.

Motion passed.

Motion by Mooney, second by O’Gorman, to table the second reading of the proposed Ordinance to amend the Village Zoning Ordinance, Chapter 22, Section 22.08.150 Fence, Wall, and Privacy Screen Regulations.

Motion passed.

Dan Nunez, Marguerite, stated that there were many illegal 6’ fences erected in Beverly Hills. He said if someone wants a fence then they should be able to get one. He said previously, Council met the Planning Commission halfway. He said the Council should not strike the vegetation or 200’ provisions as that would take rights away from residents. He said the 200’ rule helps establish the character of the community.

PUBLIC HEARING TO RECEIVE COMMENTS ON PROPOSED ORDINANCE 388, TO AMEND VILLAGE MUNICIPAL CODE, CHAPTER 42, SECTION 42.12, GAMES IN STREETS

Campbell gave 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. The Administration has proposed suggested changes to the Games in Streets ordinance for Council consideration in a First Reading. The draft ordinance was provided for consideration and was open to discussion.

O’Gorman asked how the 10’ distance was determined. Campbell said that was the standard height of a basketball hoop, so if one fell over, it would not fall into the street.

There was discussion about clarifying the language to specify 10’ from the street, where the grass touches the road, exclusive of the right of way.

George opened the public hearing at 9:11 p.m.

Dan Nunez, Marguerite, asked if the 10’ would be measured from the base or the net of a basketball hoop. Campbell said it would be from the base.

No one else wished to be heard, so George closed the public hearing at 9:12 p.m.

FIRST READING OF PROPOSED ORDINANCE 388, AMENDING VILLAGE MUNICIPAL CODE, CHAPTER 42, SECTION 42.12, GAMES IN STREETS

Ryan gave the first reading of the proposed ordinance amending section 42.12, Games in Streets, as presented and regarding the 10’ distance, added the language “exclusive of the right of way.”

REVIEW AND CONSIDER AWARDING 2024 CALENDAR BID TO INDIANA PRINTING & PUBLISHING CO.

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

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

| | |
|---------------|------------|
| 2023 Calendar | \$5,666.50 |
| 2022 Calendar | \$4,135.00 |
| 2021 Calendar | \$4,134.00 |

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

A request for proposals for the 2024 Calendar Project was published on the Michigan Inter-governmental Trade Network (MITN/BidNet) on August 14, 2023. A public bid opening was held on September 12, 2023 at 11:00 a.m. at the Village Office located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025. The Village received five sealed bids and they were opened publicly at that time.

The lowest bid was submitted by Indiana Printing and Publishing Co. in the amount of \$5,856.99. Indiana Printing published the 2022 and 2023 Village calendar and Administration was pleased with the process and results. Village Administration reviewed the new samples provided and recommends awarding the contract to Indiana Printing. A bid tabulation and quote were provided for reference.

Motion by O’Gorman, second by Mooney, be it resolved, the Beverly Hills Village Council awards the contract for the 2024 Calendar Project to Indiana Printing & Publishing Co. in the amount of \$5,856.99. Funds for this project are available in account #101-693-881.00.

Roll Call Vote:
Motion passed (7-0)

REVIEW AND CONSIDER SETTING 2024 VILLAGE COUNCIL MEETING DATES

Campbell provided an overview. The Village Council must annually adopt a meeting schedule and post it for the public. This schedule is also used in the Village calendar. The Village Council generally meets on the first and third Tuesday of the month. Administration is proposing to start the meetings at 7:00 p.m. instead of 7:30 p.m.

Council discussed changing the start time, but ultimately decided to keep it at 7:30 p.m.

A proposed schedule for 2024 is listed below:

2024 Regular Village Council Meeting Schedule

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

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

*Wednesday, August 7 meeting date due to the Tuesday, August 6 Election Day.

*Wednesday, November 6 meeting date due to the Tuesday, November 5 Election Day.

2024 Joint Meeting Schedule

Thursday, January 18, 7:30 p.m. – Joint Council and Parks & Recreation Board Meeting

Wednesday, February 14, 7:30 p.m. – Joint Council and Planning Commission Meeting

Motion by Kecskemeti, second by Mooney, be it resolved, the Beverly Hills Village Council hereby adopts the meeting schedule for calendar year 2024 listed above.

Roll Call Vote:

Motion passed (7-0)

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

REVIEW AND CONSIDER PROPOSAL FOR AN HVAC SYSTEM AT THE BEVERLY PARK PAVILION RESTROOMS

Campbell gave an overview. Village of Beverly Hills staff has researched and gathered proposals from three qualified HVAC professionals to install heaters and make upgrades to the electrical system at the Beverly Park Pavilion Restrooms. Heating the restrooms at the park may eliminate the need to winterize this facility when temperatures are projected to drop below freezing. In turn we will no longer require portable restrooms to be placed near the pavilion for park visitor use. Of the proposals received, staff recommends that Johnson Thermol be awarded the project due to their outstanding reputation with previous projects in the village, their cost to perform the work is \$10,250.

Kecskemeti asked about heating cinderblock structures and insulation, or the lack thereof.

O’Gorman suggested installing a wifi-enabled thermostat so Administration can get an alert if the temperature drops below a certain level.

Motion by Mooney, second by Abboud, be It Resolved that the Beverly Hills Village Council approves the proposal submitted by Johnson Thermol-Temp, Inc. to update the electrical system and install heaters at the Beverly Park Pavilion Restrooms for the amount totaling \$10,250.00. Funds are available in account 208-900-975.01.

Roll Call Vote:
Motion passed (7-0)

Council discussed moving or removing the portable toilets at Beverly Park once the restrooms are heated.

UPDATE COUNCIL LIAISON ASSIGNMENTS

Due to Mr. White’s resignation and the appointment of a new Council member, the 2022-2024 Council Liaison assignments need to be updated. A list of the assignments was provided for review.

George assigned Drummond to fill White’s previous liaison assignments: Baldwin Public Library (Liaison), Planning Commission (Alternate), and Zoning Board of Appeals (Liaison).

There were no other changes. The updated list will be posted on the Village website.

PUBLIC COMMENTS

None.

MANAGER’S REPORT

Hot Mix Asphalt (HMA) Project Update - On September 11, 2023, Administrative staff held a pre-construction meeting with Hutch paving who is performing the Village’s 2023 HMA Project. The work is scheduled to begin on September 25, 2023. Weather permitting, it is anticipated the work will be done by October 14, 2023. Written notice will be provided to those streets that will be undergoing repairs.

ARPA Update - As of September 14, 2023, all interior water line verifications in the Village of Beverly Hills have been completed. Currently, 208 outside verifications have been completed. The Village's goal is to complete all exterior verifications by the fall of 2023. Per State requirements, the Village of Beverly Hills is required to provide the State with an updated inventory of all water service line (WSL) pipe materials to verify if the pipe is lead, copper, or another material for the purpose of ensuring said water quality and safety. The Village will publish the verification results upon completion of the project. The majority of this project is being funded by the American Rescue Plan Act funds received by the Village. There is no cost to Village residents.

On Tuesday, September 19, 2023, the Village will be going out to bid for improvements to several Beverly Hills pump stations. Specifically, the bids will address repairs at the following pump stations:

- Pump Station No. 6 (13 Mile Rd., West of Lahser)
- Pump Station No. 7 (13 Mile Rd, East of Lahser)
- Pump Station No. 8 (Lahser Rd, South of 13 Mile Rd)

The improvements were identified during inspections conducted in January 2022 by the Oakland County Water Resources Commissioner's Office (WRC). Again, this project is funded by ARPA at no cost to Village residents. It is anticipated the work will be completed in the summer of 2024.

SOCRRA and SOCWA Update - Please be advised that SOCRRA's General Manager, Jeff McKeen, is retiring. Mr. McKeen has been SOCRRA's General Manager for approximately 21 years. The SOCRRA and SOCWA Board are in the process of beginning interviews for Mr. McKeen's replacement. The first round of interviews will begin the last week of September and early October. Mr. McKeen is currently scheduled to remain with SOCRRA and SOCWA until January 1, 2023. Depending on when a replacement is hired, that date may be subject to change. I personally want to thank Mr. McKeen for his service and work with SOCRRA and SOCWA over the last 21 years. He will be missed.

Read in the Park - In partnership with Baldwin Public Library, join us for the annual Read in the Park on Saturday, September 30 at Beverly Park from 11:00 a.m. to 2:00 p.m. Meet special guest authors Rhonda Growler Greene (author of over 25 children's books, including the new book *Supergran!*) and Frank Anthony Polito (author of several novels, including most recently *Rehearsed to Death*). Meet the authors, walk the Storybook Trail, and enjoy Beverly Park.

COUNCIL COMMENTS

Drummond thanked everyone for their support with his appointment to Council. He said he looks forward to working with everyone.

Kecskemeti welcomed Drummond to the Council. She sent her best wishes to and thanked Mike White for his service. She thanked all of the people who applied to fill the vacancy on Council.

O'Gorman echoed Kecskemeti's remarks. He said he appreciates all the great candidates.

Abboud welcomed Drummond. He gave an update on SEMCOG's Healthy Climate Task Force. He said he will be attending the MML Convention in Traverse City and will miss the October 17, 2023 Council meeting. He said Next will be moving to the YMCA building in Birmingham and will need the Village's support. He thanked the Public Safety Officers who responded and rescued his brother recently.

Mooney congratulated Drummond on his appointment.

Hrydziusko welcomed Drummond and said she was glad he was here. She thanked the residents who applied. She asked them to please stay involved. She noted the next Parks & Recreation Board meeting will be held on Thursday, September 21 at 6:30 p.m. at the Beverly Park pavilion.

George asked about the traffic cones on Beverly and Southfield Roads. He commented on the playground financing and said we learned from the experience and will be replacing aging infrastructure. He said by financing the playground, the Village will be able to complete multiple parks projects simultaneously. He noted that there have been many changes and improvements to Beverly Park over the last few years. He noted Beverly Green was rezoned as a public park. He said the MNRTF project agreement resolution will be on an upcoming agenda to move forward with the \$1 million grant and it would open a two-year window to complete the acquisition. He welcomed Drummond and thanked all of the applicants for attending the September 18, 2023 Special meeting.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 9:57 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 09/12/2023 THROUGH 09/25/2023.

ACCOUNT TOTALS:

| | | |
|-----|-------------------------------|----------------------------|
| 101 | GENERAL FUND | \$192,564.47 |
| 202 | MAJOR ROAD FUND | \$4,812.43 |
| 203 | LOCAL STREET FUND | \$20,303.97 |
| 205 | PUBLIC SAFETY DEPARTMENT FUND | \$195,194.43 |
| 208 | PARK IMPROVEMENT FUND | \$5,125.00 |
| 287 | ARPA FUND | \$25,331.60 |
| 592 | WATER/SEWER OPERATION FUND | \$479,335.07 |
| 701 | TRUST & AGENCY FUND | \$366.70 |
| 730 | RETIREE HEALTH CARE FUND | \$8.26 |
| | TOTAL | <u>\$923,041.93</u> |
| | MANUAL CHECKS- COMERICA | |
| | MANUAL CHECKS- INDEPENDENT | \$0.00 |
| | ACCOUNTS PAYABLE | <u>\$923,041.93</u> |
| | GRAND TOTAL | <u>\$923,041.93</u> |

| Check Date | Bank | Check | Vendor Name | Invoice Vendor | Amount |
|---------------------------------|------|-------|-----------------------------|-----------------------------|------------|
| Bank ARPA COMERICA - ARPA FUNDS | | | | | |
| 09/25/2023 | ARPA | 17 | D'ANGELO BROTHERS | D'ANGELO BROTHERS | 25,331.60 |
| ARPA TOTALS: | | | | | |
| Total of 1 Checks: | | | | | 25,331.60 |
| Less 0 Void Checks: | | | | | 0.00 |
| Total of 1 Disbursements: | | | | | 25,331.60 |
| Bank COM COMERICA | | | | | |
| 09/25/2023 | COM | 87646 | AERO FILTER, INC. | AERO FILTER, INC. | 195.00 |
| 09/25/2023 | COM | 87647 | ALLIANCE MOBILE HEALTH | ALLIANCE MOBILE HEALTH | 156.00 |
| 09/25/2023 | COM | 87648 | AMAZON CAPITAL SERVICES | AMAZON CAPITAL SERVICES | 312.82 |
| 09/25/2023 | COM | 87649 | AMBER TAYLOR | AMBER TAYLOR | 250.00 |
| 09/25/2023 | COM | 87650 | AMERICAN FLAG & BANNER CO | AMERICAN FLAG & BANNER CO | 24.00 |
| 09/25/2023 | COM | 87651 | APPLIED INNOVATION | APPLIED INNOVATION | 18.41 |
| 09/25/2023 | COM | 87652 | ARC DOCUMENT SOLUTIONS LLC | ARC DOCUMENT SOLUTIONS LLC | 52.36 |
| 09/25/2023 | COM | 87653 | ARROW OFFICE SUPPLY CO. | ARROW OFFICE SUPPLY CO. | 119.80 |
| 09/25/2023 | COM | 87654 | BEIER HOWLETT, P.C. | BEIER HOWLETT, P.C. | 227.50 |
| 09/25/2023 | COM | 87655 | BENJAMIN MELITZ | BENJAMIN MELITZ | 250.00 |
| 09/25/2023 | COM | 87656 | BEVERLY HILLS ACE | BEVERLY HILLS ACE | 201.77 |
| 09/25/2023 | COM | 87657 | BEVERLY HILLS WATER DPT | BEVERLY HILLS WATER DPT | 3,335.08 |
| 09/25/2023 | COM | 87658 | BIRMINGHAM PUBLIC SCHOOLS | BIRMINGHAM PUBLIC SCHOOLS | 250.00 |
| 09/25/2023 | COM | 87659 | BLUE CARE NETWORK | BLUE CARE NETWORK | 50,613.49 |
| 09/25/2023 | COM | 87660 | BLUE CROSS BLUE SHIELD | BLUE CROSS BLUE SHIELD | 36,862.23 |
| 09/25/2023 | COM | 87661 | C&G PUBLISHING | C&G PUBLISHING | 140.00 |
| 09/25/2023 | COM | 87662 | CANFIELD EQUIPMENT SERVICE | CANFIELD EQUIPMENT SERVICE | 295.00 |
| 09/25/2023 | COM | 87663 | CAR TRUCKING, INC | CAR TRUCKING, INC | 2,200.00 |
| 09/25/2023 | COM | 87664 | CARE FIRST REHABILITATION | CARE FIRST REHABILITATION | 250.00 |
| 09/25/2023 | COM | 87665 | CARISSA BROWN | CARISSA BROWN | 478.30 |
| 09/25/2023 | COM | 87666 | CATHERINE DCHALEK | CATHERINE DCHALEK | 158.56 |
| 09/25/2023 | COM | 87667 | CATHY WHITE | CATHY WHITE | 139.20 |
| 09/25/2023 | COM | 87668 | CHRISTINA COSTA | CHRISTINA COSTA | 250.00 |
| 09/25/2023 | COM | 87669 | CINTAS CORPORATION #31 | CINTAS CORPORATION #31 | 174.46 |
| 09/25/2023 | COM | 87670 | CITY OF BIRMINGHAM | CITY OF BIRMINGHAM | 89,018.50 |
| 09/25/2023 | COM | 87671 | CMP DISTRIBUTORS | CMP DISTRIBUTORS | 2,217.71 |
| 09/25/2023 | COM | 87672 | COALITION OF PUBLIC SAFETY | COALITION OF PUBLIC SAFETY | 17,627.74 |
| 09/25/2023 | COM | 87673 | COMCAST | COMCAST | 43.31 |
| 09/25/2023 | COM | 87674 | COMEAU EQUIPMENT CO INC. | COMEAU EQUIPMENT CO INC. | 32,263.83 |
| 09/25/2023 | COM | 87675 | CONSUMERS ENERGY | CONSUMERS ENERGY | 222.33 |
| 09/25/2023 | COM | 87676 | COSTCO MEMBERSHIP | COSTCO MEMBERSHIP | 180.00 |
| 09/25/2023 | COM | 87677 | DAVID PETERSON | DAVID PETERSON | 250.00 |
| 09/25/2023 | COM | 87678 | EAGLE LANDSCAPING & SUPPLY | EAGLE LANDSCAPING & SUPPLY | 856.59 |
| 09/25/2023 | COM | 87679 | ELIZABETH BRAUER | ELIZABETH BRAUER | 250.00 |
| 09/25/2023 | COM | 87680 | EMERY PENCE | EMERY PENCE | 250.00 |
| 09/25/2023 | COM | 87681 | FIRE DEFENSE EQUIPMENT CO. | FIRE DEFENSE EQUIPMENT CO. | 61.72 |
| 09/25/2023 | COM | 87682 | G&M ENTERPRISES, LTD. | G&M ENTERPRISES, LTD. | 3,482.00 |
| 09/25/2023 | COM | 87683 | GREAT LAKES WATER AUTHORITY | GREAT LAKES WATER AUTHORITY | 1,022.84 |
| 09/25/2023 | COM | 87684 | GUARDIAN | GUARDIAN | 8,229.03 |
| 09/25/2023 | COM | 87685 | HALT FIRE | HALT FIRE | 1,452.00 |
| 09/25/2023 | COM | 87686 | HENRY JULICHER | HENRY JULICHER | 500.00 |
| 09/25/2023 | COM | 87687 | INTERNATIONAL CODE COUNCIL | INTERNATIONAL CODE COUNCIL | 160.00 |
| 09/25/2023 | COM | 87688 | J.H. HART URBAN FORESTRY | J.H. HART URBAN FORESTRY | 6,257.00 |
| 09/25/2023 | COM | 87689 | JAMES FOSTER | JAMES FOSTER | 250.00 |
| 09/25/2023 | COM | 87690 | JAMES HEALY | JAMES HEALY | 720.00 |
| 09/25/2023 | COM | 87691 | JASON'S OUTDOOR SERVICES LI | JASON'S OUTDOOR SERVICES LI | 4,713.50 |
| 09/25/2023 | COM | 87692 | JAX KAR WASH | JAX KAR WASH | 629.16 |
| 09/25/2023 | COM | 87693 | JCR SUPPLY, INC. | JCR SUPPLY, INC. | 519.65 |
| 09/25/2023 | COM | 87694 | JOHNSON THERMOL-TEMP INC. | JOHNSON THERMOL-TEMP INC. | 5,781.25 |
| 09/25/2023 | COM | 87695 | JUAN MENDIOLA | JUAN MENDIOLA | 250.00 |
| 09/25/2023 | COM | 87696 | KELLER THOMA | KELLER THOMA | 918.75 |
| 09/25/2023 | COM | 87697 | LANG'S ON-SITE SERVICES | LANG'S ON-SITE SERVICES | 362.00 |
| 09/25/2023 | COM | 87698 | LAURENCE WINE CONSTRUCTION | LAURENCE WINE CONSTRUCTION | 1,250.00 |
| 09/25/2023 | COM | 87699 | LEGAL & LIABILITY RISK MANA | LEGAL & LIABILITY RISK MANA | 150.00 |
| 09/25/2023 | COM | 87700 | LEXISNEXIS RISK SOLUTIONS | LEXISNEXIS RISK SOLUTIONS | 200.00 |
| 09/25/2023 | COM | 87701 | MARK STEC | MARK STEC | 52.99 |
| 09/25/2023 | COM | 87702 | METRO DETROIT INTEGRATED SY | METRO DETROIT INTEGRATED SY | 1,122.11 |
| 09/25/2023 | COM | 87703 | MICHIGAN BEER GROWLER COMP | MICHIGAN BEER GROWLER COMP | 226.40 |
| 09/25/2023 | COM | 87704 | NICOLE SWITZER | NICOLE SWITZER | 250.00 |
| 09/25/2023 | COM | 87705 | NYE UNIFORM EAST | NYE UNIFORM EAST | 1,204.00 |
| 09/25/2023 | COM | 87706 | O.C.W.R.C. | O.C.W.R.C. | 55,143.83 |
| 09/25/2023 | COM | 87707 | OAKLAND COUNTY TREASURER'S | OAKLAND COUNTY TREASURER'S | 417,068.74 |
| 09/25/2023 | COM | 87708 | OCCUPATIONAL HEALTH CENTERS | OCCUPATIONAL HEALTH CENTERS | 232.00 |
| 09/25/2023 | COM | 87709 | ORLANDO CARTER | ORLANDO CARTER | 250.00 |
| 09/25/2023 | COM | 87710 | PITNEY BOWES CREDIT CORP. | PITNEY BOWES CREDIT CORP. | 135.66 |
| 09/25/2023 | COM | 87711 | PLANTE MORAN | PLANTE MORAN | 16,800.00 |
| 09/25/2023 | COM | 87712 | PREMIERE LANDSCAPE SERVICES | PREMIERE LANDSCAPE SERVICES | 1,250.00 |

| Check Date | Bank | Check | Vendor Name | Invoice Vendor | Amount |
|------------|------|-------|-----------------------------|-----------------------------|-----------|
| 09/25/2023 | COM | 87713 | ROAD COMMISSION FOR OAKLAND | ROAD COMMISSION FOR OAKLAND | 1,101.64 |
| 09/25/2023 | COM | 87714 | ROGER ST. JEAN | ROGER ST. JEAN | 8.26 |
| 09/25/2023 | COM | 87715 | RYAN BILLS | RYAN BILLS | 700.00 |
| 09/25/2023 | COM | 87716 | RYAN O'GORMAN | RYAN O'GORMAN | 250.00 |
| 09/25/2023 | COM | 87717 | S.O.C.R.R.A. | S.O.C.R.R.A. | 34,261.00 |
| 09/25/2023 | COM | 87718 | SAFEBUILT INC. | SAFEBUILT INC. | 88,915.24 |
| 09/25/2023 | COM | 87719 | ST. JAMES EPISCOPAL CHURCH | ST. JAMES EPISCOPAL CHURCH | 250.00 |
| 09/25/2023 | COM | 87720 | STEPHEN BAI | STEPHEN BAI | 250.00 |
| 09/25/2023 | COM | 87721 | SUSAN KASPRICK | SUSAN KASPRICK | 250.00 |
| 09/25/2023 | COM | 87722 | TONI ZEDNIK | TONI ZEDNIK | 250.00 |
| 09/25/2023 | COM | 87723 | VERIZON WIRELESS MESSAGING | VERIZON WIRELESS MESSAGING | 508.59 |
| 09/25/2023 | COM | 87724 | WOW! BUSINESS | WOW! BUSINESS | 186.98 |

COM TOTALS:

| | |
|----------------------------|------------|
| Total of 79 Checks: | 897,710.33 |
| Less 0 Void Checks: | 0.00 |
| Total of 79 Disbursements: | 897,710.33 |

REPORT TOTALS:

| | |
|----------------------------|------------|
| Total of 80 Checks: | 923,041.93 |
| Less 0 Void Checks: | 0.00 |
| Total of 80 Disbursements: | 923,041.93 |



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2024 Pavilion Rental Season

Date: September 28, 2023

Currently, the Beverly Park pavilion rental season runs from May to October. The water is shut off during the off season to prevent pipes from freezing. At the September 19, 2023 Village Council meeting, the Council approved a proposal to heat the bathrooms at the Beverly Park pavilion. This will allow the bathrooms to be open year-round.

At their September 21, 2023 meeting, the Parks & Recreation Board voted to recommend the Village Council extend the pavilion rental season from April 1 to November 30, 2024.

The increased labor and supply costs will be offset by the pavilion rental fees that the Village charges.

If approved, residents will be able to begin making reservations on the first Wednesday in February and non-residents may begin making reservations on the first Wednesday in March. This change would be publicized in all Village communications (Village calendar, Villager Newsletter, email blast, social media, website, etc.).

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council extends the Beverly Park pavilion rental season from April 1 to November 30, 2024.



MEMO

Date: September 29, 2023
 To: Honorable Council President and members of Council
 From: Jeff Campbell, Village Manager
 Subject: CBA

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 at the closed session on September 19, 2023. The Council directed the Administration to prepare the final CBA for ratification. Attached is the CBA.

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

.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)

Recommended Resolution:

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.

AGREEMENT

Between

THE VILLAGE OF BEVERLY HILLS

and

THE MICHIGAN ASSOCIATION OF POLICE

REPRESENTING

THE BEVERLY HILLS PUBLIC SAFETY

LIEUTENANTS AND SERGEANTS ASSOCIATION



July 1, 2023, to June 30, 2026

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This AGREEMENT made by and between VILLAGE OF BEVERLY HILLS, hereinafter referred to as the VILLAGE, and the MICHIGAN ASSOCIATION OF POLICE (MAP), representing the BEVERLY HILLS PUBLIC SAFETY LIEUTENANTS AND SERGEANTS' ASSOCIATION, hereinafter referred to as the ASSOCIATION, and the parties agree as follows:

ARTICLE 1 PURPOSE AND INTENT

Section I: The general purpose of this Agreement is to promote a harmonious working relationship between the Village, the Michigan Association of Police (MAP) and the Association. It is further intended that the public interest be protected and at the same time, provide a fair determination of employee's rate of pay, wages, hours of employment, and other conditions of employment; and to promote orderly and peaceful labor relations for the mutual interest of both the Village and the Association.

ARTICLE 2 RECOGNITION AND DEFINITIONS

Section I: The Village recognizes the Association as sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965. The Association represents all Lieutenants and Sergeants.

Section II. Definitions:
Association/Union – Shall mean the Michigan Association of Police representing the Beverly Hills Public Safety Lieutenants and Sergeants Association.

Bump – Shall mean using an employee's seniority to take an overtime sign up vacancy or elective leave day from another employee whose rank, or date of hire is below or after the senior employee's.

Bureau/Special Assignment – Shall mean a work assignment outside of an operations shift schedule where the employee is subject to being scheduled "On Call" for periods of time outside of their normal work schedule.

Director – Shall mean the Public Safety Director of Beverly Hills.

Department - Shall mean the Public Safety Department of the Village of Beverly Hills, Oakland County, Michigan.

Disability Leave – A disability leave of absence is an authorized absence from work without pay or benefits when an employee is unable to work due to personal illness or disability.

Elective Leave Time – Shall refer to Vacation Leave Time, Personal Business Days and Compensatory Time

Employee – Shall mean all Public Safety Lieutenants and Sergeants employed by the Village of Beverly Hills.

Fiscal Year – Shall mean the year commencing July 1 and ending June 30.

Furlough – Shall mean Vacation Leave for the purposes of posting time off on the schedule.

Immediate Family – Shall mean parents, parents of current spouse, spouse, children, brothers, sisters, sisters or brothers in-law, grandparents, grandchildren and other close relations as agreed upon by the parties.

Manager – Shall mean the Village Manager of Beverly Hills.

Member – Shall mean an employee who has joined or is represented by the Association as defined above.

On-Call – Shall mean an employee that is scheduled to be off-duty and is subject to being called back on-duty through a permanent or rotating list for the Detective Bureau, Fire Prevention Bureau, or other Special Assignment.

Operations – A division within the Public Safety Department that is responsible for the initial response for Law Enforcement, Fire Suppression, and Emergency Medical Service.

Representative – Shall mean the employee chosen by the Association to represent the employees.

Rules and Regulations – Shall mean Rules and Regulations of the Beverly Hills Public Safety Department.

Seniority – Shall mean the time an employee has at particular rank based on an employee's date of promotion.

Working Day – For purposes of ~~the Article IX 9, on~~ Grievance Procedure, Working Day shall mean a day normally worked by an employee, exclusive of Sundays, Saturdays, and Holidays.

ARTICLE 3 MANAGEMENT RIGHTS

Section I: It is recognized that the government and management of the Village, control and management of its properties, and the maintenance of municipal functions and operations are reserved to the Village and that all lawful and reasonable prerogatives of the Village shall remain and be solely to the Village's right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the Village and hereby recognized, prominent among which but by no means wholly inclusive are: all rights

involving public policy, the rights to decide the number of employees, work normally performed within the unit, the right to hire employees, determine their qualifications, conditions of employment, the right to promote which is not inconsistent with this Agreement, discharge or discipline for just cause, and to maintain fair and reasonable discipline and effectiveness of employees, to make fair and reasonable rules and regulations and orders which are not inconsistent with the terms and provisions of this Agreement, the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing and the control of equipment, supplies, and materials, the right to determine the number and location or relocation of its facilities, to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and the right to contract services.

Section II: It is further recognized that the responsibility of the management of the Village for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause; the right to assign, promote or transfer according to written guidelines which are not inconsistent with the terms and provisions of this Agreement; to determine the amount of overtime to be worked, to relieve employees from duty because of just cause, or for other legitimate reasons, is vested exclusively in the Village, subject only to the seniority rules, grievance procedure, guidelines mentioned in this section, and other express provisions of this Agreement as herein set forth.

Section III: It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively with the Village. It is further recognized that the Village may, in lieu of laying off personnel, reassign employees to another classification within the Department, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his prior position when such position is next filled.

Section IV: The exercise of the foregoing powers, rights, authorities, and responsibilities by the Village, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of the Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE 4 REPRESENTATION

Section I. Three or less employees from the Association shall be allowed to serve on the bargaining team. If the bargaining team member is scheduled to work, he shall not lose pay for the time spent in the bargaining sessions. The president of the Association shall designate one employee to investigate and present grievances in accordance with the steps of the grievance procedure. If the

grievance representative is scheduled to work, he shall not lose pay for reasonable time spent in the grievance procedure.

Section II. An outside representative of the Association shall be permitted to visit the operation of the Employer at reasonable times and for a reasonable duration for the purpose of conferring with the Employer or the employees. This person shall make his presence known to the Village Manager or Director of Public Safety upon arriving on the premises.

Section III. Special Conferences for important matters will be arranged between the Local Union president and the Village or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Village and two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those Included on the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may also be attended by a representative of the Michigan Association of Police; in such a case, an added member of management may attend the conference. Matters subject to the grievance procedure as set forth in this contract shall not be a subject for a special conference.

Section IV. The Association shall receive twenty-four (24) hours per year, for each Executive Board member (President, Vice-President, and Secretary/Treasurer) for a total of seventy-two (72) hours, to provide, upon request of the Association, paid release time to designated Association representatives and bargaining committee members for Association business. Use of Association time as an aggregate may be used by any one of the association officers. The posting of Association time must be scheduled in advance and is subject to the approval of the Director of Public Safety but may not be denied for capricious or arbitrary reasons.

ARTICLE 5 UNION SECURITY

Section I. The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Association or activity required by this Agreement nor will the Employer discourage membership in the Association.

Section II. The Employees shall have the right to join the Association. The Village will not interfere with, discourage, restrain, or coerce officers in the Association of engaging in any lawful activities therein.

Section III. When Association officers are requested by the Director to meet with them concerning Association business, outside of duty hours, those Association officers shall be paid for the time involved at the time and one-half (1-1/2) rate.

ARTICLE 6

DUES AND DEDUCTIONS

- Section I. The Village shall deduct from the wages of each employee in the Association dues/service fees in the amount as prescribed by the Association. As per MCL 408.477, these deductions shall be made by the Village automatically for those already in the Association and each time an employee is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual employee as long as the employee is receiving a paycheck from the Village.
- Section II. The Village will deduct Association dues/service fees from each pay periods in the calendar month. If an employee has no pay coming for such pay periods, or if such pay period is the first pay of a probationary officer, such deduction shall be withheld from the immediately subsequent pay period.
- Section III. The Village will withhold from the pay of the employee in any month, only the deduction incurred while the employee has been employed with the Village.
- Section IV. If a refund is due to an employee for sums deducted from wages and paid to the Association, it shall be the responsibility of the employee to obtain the appropriate refund from the Association.
- Section V. All sums deducted by the Village shall be remitted to the Treasurer of the Beverly Hills Public Safety Lieutenants and Sergeants Association.
- Section VI. In the event the Association requests that the Village deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Association that the additional amounts have been authorized pursuant to and under the Association's By-Laws.
- Section VII. The Village shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and, if for any reason it fails to make the deduction, the Village shall deduct the appropriate amount from the employees' next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Association.
- Section VIII. It is agreed that employees covered by this Agreement are not required, as a condition of employment with the City Village, to become or remain members of the Union or to begin or continue payment of union dues or fees.

ARTICLE 7 SEVERABILITY

- Section I. In the event it is determined that any provision in this Agreement is invalid and unenforceable, the balance of this Agreement shall remain in full force and effect. If a provision is illegal and unenforceable, the parties shall meet and determine if it is possible to negotiate a substitute provision.
- Section II. If any provisions of this Agreement are in direct conflict with the rules and regulations of the Department, the contract provision herein shall be followed.

ARTICLE 8 NO STRIKE CLAUSE

- Section I. The Association agrees that it shall not cause, sanction, or condone, nor shall any member of the Association take part in any strike.
- Section II. The Village agrees that it will not engage in any lockout of the bargaining unit employees, and will not interfere with, discourage, restrain, or coerce employees because of their membership in the Association.

ARTICLE 9 GRIEVANCE PROCEDURE

- Section I. The purpose of this grievance procedure is to establish effective machinery for fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes and interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement.

STEP 1 – Verbal – Superior Officer. Any employee having an alleged grievance may first, with or without his Association representative, within ten (10) days of an issue's occurrence or notification of the grievant of its occurrence, take up the matter with the employee's Superior Officer. If the same is not resolved within seven (7) calendar days of the reporting of the Incident to the employee's Superior Officer by the grievant or his Association representative, the grievance shall be reduced to writing and signed by the grievant.

For the purpose of Step 1, and due to the fragmented work schedule associated with work assignments in public safety, an email notification and response is acceptable for this step.

STEP 2 – Written Director of Public Safety – In the event the grievance is not settled in Step 1, the grievance shall then be submitted in writing to the Director of Public Safety by the grievant's Association representative. The Director of Public Safety shall give their written decision within five (5) working days.

STEP 3 – Meeting with the Village Manager – In the event the grievance is not settled in Step 2, a meeting shall be held between the Association representative, the Village Manager and/or the employee's Director within five (5) working days of the written decision of the employee's Director, unless the time is extended by mutual agreement. The Village Manager shall submit the Village's written decision within five (5) working days of any such meeting.

STEP 4 – Arbitration – In the event the grievance is not settled in Step 3, either the Village or Association shall have the right to file for arbitration. Said right shall continue for a period of fifteen (15) days from the date a written reply is actually received from the Village. The function of the arbitrator shall be to make a decision within the confines of the Agreement between the Village and the Association.

So long as the arbitrator acts within the scope of their authority and decides an issue properly within their jurisdiction under the terms and provisions of the Agreement between the parties, there shall be no appeal from this decision; it shall be final and binding on the Village and the grievant under these circumstances. In the event the jurisdiction of the arbitrator is questioned, an appeal, if one is to be taken, shall be taken by either side within ninety (90) days from the receipt of said arbitrator's written decision.

Any fees or expenses properly charged by the arbitrator shall be shared equally by the Village and the Association.

The parties to ~~the~~ this collective bargaining agreement hereby agree that for purposes of Article 9, Step 4, that Section 5, Subsection (1), of Public Act 312 will be the manner in which an arbitrator will be selected which states: *Within 7 days of a request from 1 or both parties, the employment relations commission shall select from its panel of arbitrators, as provided in subsection (2), 3 persons as nominees for impartial arbitrator or chairman of the arbitration panel. Within 5 days after the selection each party may peremptorily strike the name of 1 of the nominees. Within 7 days after this 5-day period, the commission shall designate 1 of the remaining nominees as the impartial arbitrator or chairman of the arbitration panel.*

Section II. In an effort to bridge the time gap due to unusual circumstances between the occurrence of an event which gives rise to a grievance, this provision may be invoked by mutual written consent of the parties in the following fashion:

Written notification shall be given either to the grievant or the Village at any stage of the proceedings in the following form:

I (We) feel that unusual circumstances are involved concerning the grievance of (Name of officer) and that immediate resolution of this grievance is necessary for the maintenance of good morale within both the ranks of the Department and/or the Village. I (We) therefore request the concurrence of the other party in this matter to invoke Step 3, and request an immediate meeting not to exceed forty-eight (48) hours from receipt of this notice.

Signed by
Association Representative:

Signed by
Village Manager:

The above format shall be used for converting any state of the proceedings to an immediate meeting with the grievant and/or his representative and the Director and/or Village Manager. Thereafter, the procedure outlined in Step 4 shall be the next step.

Section III. In the case of a pay shortage, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, provided, however, the employee files his grievance within six (6) months of receipt of said pay.

ARTICLE 10 WAGES

Section I. The Village shall pay to the employee(s) of this Association as defined in this Agreement, the following rate of pay above a Public Safety Officer, based upon the highest step level of base wages in the Beverly Hills Public Safety Officers Association Collective Bargaining Agreement, for that the below listed designated step level of their employment:

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

Section II. There shall be a 2% shift premium for employees in the bargaining unit whose home shift is the midnight shift and a 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. The shift premium and bureau premium shall not apply to employees who work overtime on the midnight shift or in the Detective Bureau, Fire Prevention Bureau, or other special assignment.

ARTICLE XI 11 HOURS OF WORK AND OVERTIME

Section I. Hours of Work – The standard work week shall be an average of forty-two hours, provided it is mutually understood that departmental scheduling and shift rotations will mean that an employee might work more than forty-two hours in one week and less than forty-two hours in another week, depending upon the employee's schedule, leave days, etc. Each employee will be scheduled to work 2,184 hours per year.

In compliance with the Fair Labor Standards Act (FLSA), employees will be paid their base straight-time rate, as set forth in Article X 10 - Wages, for the 2,184 hours per year.

- A. Operations Schedule – Employees assigned to an Operations position will work a twelve-hour shift and thereby be scheduled to work eighty-four (84) hours every fourteen (14) days and shall be paid overtime or receive compensatory time off at the employee's option for hours worked in excess of twelve (12) hours in any one shift.

The Operations Schedule will consist of four (4) platoons that work twelve (12) hour shifts from 7am to 7pm (Days) and 7pm to 7am (Nights).

The Operations Schedule will be a 2–2–3/2–2–3 Pitman Schedule model, ie: Platoons 1 & 3 will work Monday/Tuesday, be on leave Wednesday/Thursday, will work Friday/Saturday/Sunday; then be on leave Monday/Tuesday, will work Wednesday/Thursday, and be on leave Friday/Saturday/Sunday. Platoons 2 & 4 will be the opposite of Platoons 1 & 3.

If Lieutenants that are assigned to Operations supervise more than one (1) platoon from 7am to 7pm (Platoons 1 & 2 Days) and 7pm to 7am (Platoons 3 & 4 Nights) will operate on a schedule independent of the Sergeants. They will not be required to work more than four (4) 12-hour days in a row which will be scheduled Monday through Thursday.

- B. Booster Schedule – The Booster Schedule exists as an option for the employer within the Operations Schedule for the rank of Sergeant. The primary purpose of this schedule, which is not a required shift assignment for the employer, is to reduce foreseeable overtime for the Village due to scheduled vacation leave, training, FMLA, etc.
 - a. Booster Sergeants will work a permanent shift from 7am to 7pm (Days) and 7pm to 7am (Nights), but not be assigned to a specific platoon.
 - b. After vacation picks have been posted on the winter or summer schedule, the Booster Sergeants will meet with the Deputy Director to select their leave days for the entirety of the schedule.
 - c. The Booster Sergeant will not be required to work more than four (4) 12-hour days in a row. The Booster Sergeant will then have a minimum of (2) scheduled consecutive days off. The Booster Sergeant may volunteer to work more than four (4) 12-hour days in a row.
 - d. Emergency forced changes to a Booster Sergeant's schedule (Injury or other unforeseen extended leave for Sergeants only) will be no less than two (2) weeks prior to the scheduled day that the change is take effect.
- C. Bureau or Staff Schedule – Employees assigned to a Bureau or Staff position will work an eight-hour and twenty-four-minute (8.24) workday, Monday through Friday, accumulating an average forty-two (42) hours per week and will be paid overtime or receive compensatory time off at the

employee's option for hours worked in excess of his/her scheduled workday.

In order to allow flexibility for the Village to provide the most efficient delivery of these specialized Bureau or Staff positions, the employees assigned to a Bureau or Staff position may be permitted to work a ten-hour and thirty-minute (10.5) schedule, Monday through Thursday, in lieu of an eight-hour and twenty-four-minute (8.24) workday at the sole discretion of the Director of Public Safety.

Section II. Regular Overtime – The employer shall pay Employees time and one-half (1-1/2) for all hours worked in excess of the officer's regular duty day (e.g. 12-hour, 8:24 hour) in any twenty-four (24) hour period with the following exceptions:

A. Voluntary reassignment – officer motivated.

B. School Assignments – on a voluntary basis.

If no employees volunteer for overtime work, the Village reserves the right to assign employees, by inverse seniority of the employees on-duty and/or of those officers on an on-coming shift, to overtime when necessary. In the event overtime is required on two successive workdays, the Village will follow the foregoing procedure, but, if necessary, require the next least senior employee to work the overtime.

In the event an employee is forced to work a 12-hour shift due to sick leave, vacation leave, training, etc. the overtime rate will be at double-time (2.0).

Section III. Court Time – The Village shall pay Employees a minimum of two and two-thirds (2-2/3) hours at time and one-half (1-1/2) for time spent if Court appearances are required on the Employees off or leave day.

The Village reserves the right to assign an officer who receives such minimum two and two-thirds (2-2/3) hours of pay at time and one-half to duties normally performed by public safety officers consistent with court duties (e.g. report writing, covering for other officers in court, etc.) for the duration of the overtime commitment.

If an officer is on duty and is required to make a duty related court appearance, and, as a result, the officer's duty time for the workday exceeds their regularly scheduled hours, the officer shall be paid a minimum of an additional two and two-thirds (2-2/3) hours at time and one-half (1-1/2).

Section IV. Call-Back – The Village shall pay Employees four (4) hours minimum at one and one-half (1-1/2) times the regular rate when the Village requires an officer to be called back to the station for duty. The Village reserves the right to assign an officer who is called back to any duties normally performed by an officer for the call back period.

Section VI. Stand-by – Stand-by time shall be compensated at the rate of twenty five percent (25%) of regular straight time pay. Such time shall not be used to calculate overtime for any purposes, day or week. The officer must be available by telephone and must respond promptly.

Section VII. Compensatory Time – All overtime is eligible for compensatory (Comp) time. Comp time will be accumulated at the rate of time-and-one-half (1 1/2).

Section VIII. FTO Supervision – The Field Training Coordinator shall receive twelve (12) hours compensatory time for each candidate entering the FTO program.

Employees acting as Field Training Officers (FTO's) will be compensated at the rate of two (2) hours of compensatory time for each full duty day as the training FTO. The eligibility conditions for such compensation will be according to the current Department General Order covering the administration of the FTO program.

Section IX. Minimum Staffing Vacancy – Every effort should be made to fill a vacancy with an employee who is off-duty. No employee will be permitted to sign up for more than sixteen (16) consecutive hours of work. However, employees may be forced to work more than sixteen (16) consecutive hours of work if other options have been exhausted.

A. When a minimum staffing vacancy occurs with more than 4 hours' notice for the vacancy prior to the end of the shift, the on-duty supervisor shall assign an officer or supervisor, as needed, using one of the following configurations as a general guideline.

1. A person with the same-platoon leave day (example: days - days), or
2. A person with an off-platoon leave day (example: days – nights), or
3. An off going person for 12 hours, if not scheduled for the next duty day, or
4. A person on elective time off, if not in conflict with their scheduled return to duty.

B. When a minimum staffing vacancy occurs with less than 4 hours' notice for the vacancy prior to the end of the shift, the on-duty supervisor shall assign an officer or supervisor, as needed, using one of the following configurations as a general guideline.

1. An off-going person for 12 hours, if not scheduled for the next duty day, or
2. A person with the same platoon leave day, or
3. A person with the off platoon leave day, or

4. A person on leave where such overtime assignment does not interfere with that person's return to work on the normal workday.
- C. When a minimum staffing vacancy occurs through the posting of elective time, it shall be posted on a calendar when the vacancy is expected to occur beyond the current shift and the next on-coming shift.
1. Any employee who wishes to sign up for the available overtime vacancy will need to contact a supervisor and express interest. The supervisor will assign the employee to that vacancy.
 - a) Officers requesting to "Bump" another officer from overtime shall make the request through a supervisor.
 - b) The supervisor may delegate the notification process to the "Bumping" officer.
 2. Supervisors and Officers will not be permitted to "Bump" one another from an overtime position within 48 hours of the scheduled shift.
- D. A supervisor shall be on duty for each platoon. In the event a supervisor is off on elective, emergency, funeral, or sick, leave, a supervisor shall provide the replacement staffing.
- E. A Public Safety Officer shall provide the replacement for a Public Safety Officer vacancy and a supervisor shall provide the replacement for a supervisor vacancy. In no event shall a Public Safety Officer be ordered to replace a supervisor.
- F. Operations overtime will first be offered to employees assigned to Operations. In the event that Operations overtime is not filled by employees assigned to an Operations position it will be offered to employees assigned to a Bureau or Staff position in order to make every effort to prevent an Operations employee from being ordered.
- G. Employees assigned to a Bureau or Staff position will be exempt from being ordered to cover an Operations shift.

Section X Special Assignment Overtime - Overtime for special assignments may include but are not limited to special events, surveillance, school security, special patrol needs, or other short-term uniform or plain clothes priorities which may develop from time to time.

When special assignment overtime is generated through the Operations Division, those requests will be offered to operations personnel first on a voluntary basis.

When special assignment overtime is generated through Staff Services, those requests will be offered to Staff personnel first on a voluntary basis.

- A. These assignments shall be offered by using the overtime assignment list as follows:
 - 1. Personnel on scheduled leave days.
 - 2. Personnel from the off-going / on-coming shift.
 - 3. In the event personnel do not sign up for the posted overtime management reserves the right to assign an officer(s) in accordance with the collective bargaining agreement in line with the following priorities:
 - a) Personnel from the off-going / on-coming shift.
 - b) Personnel on scheduled leave days.
 - 4. In the event a business or school requests a specific officer to fill the overtime vacancy, that officer shall be given preference.
 - 5. Public Safety Officers shall be given preference over supervisors when signing up for special assignment overtime except when such special assignment necessitates the need for supervisors.

Section XI. Overtime Assignment Notification and Records Book – An overtime assignment book will be provided, to be maintained and overseen by shift supervisors. It shall be used when filling a minimum staffing vacancy.

- A. Notification of overtime will be done through an electronic communication system selected and maintained by the Village that has the ability to notify by both a phone call and text messaging method.
- B. The overtime assignment book shall be kept in the following manner;
 - 1. Each platoon will be separated.
 - 2. Employees will be placed on the platoon and shift they work.
 - 3. Names shall be listed in order based on rank and seniority.

Section XII. Training – Overtime will not preclude a training opportunity, but efforts will be made to minimize the impact of any overtime costs in accordance with the following criteria:

- A. One or two-day training courses:
 - 1. An employee attending a training course on a leave day will be compensated at the overtime rate for time spent at the training.
 - 2. An employee attending a training course on a workday will receive credit for that workday given that the training lasts at least eight (8) hours (including travel time from the station to the training site).
 - 3. If the course is less than eight (8) hours in duration:
 - a) Days personnel will return to the station to complete their duty tour, or if staffing permits, may take off the balance of their tour on elective time.

- b) Nights personnel will take off the balance of their duty tour on elective leave.

B. Training three days or longer:

- 1. Overtime will be calculated by comparing the number of hours spent in training with the number of hours normally scheduled to work in the first two weeks or the last two weeks of the schedule page, whichever covers the designated training days.

- a) This includes training that is not conducted on consecutive days. Training hours will be averaged with the total hours worked in a two-week period.

- b) Time spent in training beyond the time scheduled for work during this two-week period (typically 84 hours on the 12-hour schedule) will be compensated as overtime.

- 2. Designated Training Days

- a) There will be occasions when in-service training subjects will be scheduled for delivery on selected workdays. Selection of these training days will be made in part based upon availability to deliver the training session to the largest number of on-duty employees possible.

- b) Once a training day has been designated on the work schedule, elective time off will not be allowed in order to maximize the training exposure and staffing support for the training effort.

- c) Training days will typically be scheduled once the first and second cycle of vacation picks have been completed.

- 3. Training Attendance

- a) Mandatory training is that training which is required to maintain specific required skill(s) and/or those necessary for certain skill certifications. If attending this training on an off-duty basis (not concurrent with a worked shift), a minimum of four (4) hours of overtime will be paid to the employee.

- i. Administration will not adjust an employee's work schedule to complete mandatory training.

- b) Voluntary training is that training, including officer motivated, which provides the employee with information that enhances their professional performance. If attending this training on an off-duty basis, a minimum of four (4) hours of overtime will be paid to the employee.

- i. Management reserves the right to move an employee's workday for voluntary training provided that training is a scheduled eight (8) hour day.

- Section XIII. Shift Selection – Shift selection for employees will be completed twice a year in accordance with the following criteria:
- A. Employees that are not assigned to a Bureau or Staff Position and are making a shift selection for the Operations Schedule or Booster Schedule, will select their shift and platoon assignment by seniority of their time in rank.
 - B. The employer shall allow for enough time in order that shift selections be completed and that the schedule will be posted a minimum of fifty-six (56) days prior to the expiration of the current schedule being worked.

ARTICLE 12 LONGEVITY

- Section I. Longevity payment shall be paid in accordance with the following schedule, payable in semi-annual installments in June and December. Eligibility for longevity compensation shall commence with the first payroll period following the employee's appropriate anniversary date. The longevity payments shall be as follows:
- 5 years \$1000
 - 10 years \$2000
 - 15 years \$2500
 - 20 years \$3500

ARTICLE 13 EDUCATION BENEFITS

- Section I. The Village shall reimburse non-probationary employees for tuition and associated costs for course work (up to and including a master's degree). The Village shall reimburse the employee upon proof of such costs and successful completion (with a passing grade of C or better) for an eligible course as defined below. The Director of Public Safety's prior approval and decision as to relatedness shall be required.
- Section II. For members of the unit as of January 1, 2001, eligible course work is defined as a degree program or courses in law enforcement, public safety, fire science, criminal justice, business and/or public administration, psychology, sociology, and computer science.
- Section III. For members of the unit hired after January 1, 2001, eligible course work is defined as a degree program or courses in law enforcement, public safety, fire science or public administration.
- Section IV. Effective July 1, 2007, the tuition payment will be limited to a maximum of \$5,000 per year provided that the employee remains employed by the Department for a minimum of three (3) years from the date of such tuition reimbursement.

Section V. In the event the employee leaves employment before such three (3) year period, the employee shall re-pay the Village for the applicable tuition payments by, among other things, the forfeiture of payments otherwise due at his/her severance of employment.

Section VI. An employee must apply for available Federal or State funding when such availability is made known to the employee by the Village. The Village will not pay for educational benefits for which the Officer is receiving any other reimbursement.

ARTICLE 14 HOLIDAYS

Section I. There shall be sixteen (16) paid holidays per year. Payment for all holidays is to be made semi-annually. Eight (8) days will be paid in December of each year, and Eight (8) days will be paid the following June. Newly hired or promoted personnel shall be paid on the basis of date of hire or date of promotion. The following days shall be recognized and observed as paid holidays:

- New Year's Eve**
- New Years Day**
- Martin Luther King Day
- Presidents Day
- Good Friday*
- Easter*
- Memorial Day*
- Juneteenth
- Independence Day*
- Labor Day*
- Veterans Day*
- Election Day*
- Thanksgiving Day**
- Friday after Thanksgiving
- Christmas Eve**
- Christmas Day**

Section II. Regularly scheduled duty performed on any of the ~~ten (10)~~ seven (7) of the designated holidays (*) will be paid at the ~~overtime~~ holiday rate of time-and-one-half (1 1/2). Regularly scheduled duty performed on any of the five (5) designated holidays (**) will be paid at the overtime rate of double-time (2-0).

Section III. Holiday duty will be represented by that portion of the scheduled duty day corresponding to the twenty-four (24) hours of the holiday (00:00 - 07:00 Nights, 07:00-19:00 Days, 19:00 - 24:00 Nights).

ARTICLE 15 VACATION LEAVE

Section I. Vacation leave shall be available to Employees after he/she has completed the following years of service:

- 96 hours after one (1) complete year of service
- 136 hours after three (3) complete years of service
- 176 hours after five (5) complete years of service
- 184 hours after ten (10) complete years of service
- 192 hours after fifteen (15) complete years of service
- 200 hours after twenty (20) complete years of service

Section II. It is specifically agreed and understood that these vacation days shall exclude customary non-working days such as those days of a fourteen-day work cycle that the employee would normally be off duty.

Section III. Employees may carryover from year to year a maximum of 84 hours of vacation leave at any one time. Employees with more than 84 hours of vacation carried over will be paid off for such an excess amount of vacation on the employee's anniversary date occurring in the first year following the ratification date of the contract. In future years, an employee who, on their anniversary date has vacation leave which is in excess of the annual accrued vacation and maximum carry-over limit shall be paid for no more than 60 hours of such excess accumulation and the balance shall be forfeited. In the event of a duty disability, the period for use of such vacation time will be extended by the period of the duty disability.

Employees that elect to be paid for their vacation leave time above 84 hours shall submit the request in writing no less than fourteen (14) days prior to their anniversary date or forfeit payment of that time.

Section IV. Supervisors may use vacation leave independent of Public Safety Officers. No more than one supervisor is permitted to be off on vacation leave per platoon.

Section V. Employees will be given the opportunity to pick a first and second vacation leave selection when the winter or summer schedule is published. First and second vacation leave picks must be a complete day and consecutive with each other.

A. Employees shall make a first vacation leave selection on both the winter and summer schedules which shall include at least one complete day. Employees may recall their first pick, but it must be rescheduled at the time of the recall and shall not bump the vacation leave selection of another employee in the bargaining unit with less seniority that was posted as part of their first vacation leave selection.

B. Employees may make a second vacation leave selection on both the winter and summer schedules which shall include at least one complete day. Employees may recall their second pick. If the employee elects to reschedule their second vacation leave selection it shall not bump the vacation leave selection of another employee in the bargaining unit with less seniority that was posted as part of their second vacation leave selection.

C. If the Booster Sergeant staffing model is utilized by the Village then Sergeants will make their first and second picks in the following order for each shift:

1. 7am to 7pm (Days)
 - a. Booster Sergeant regardless of seniority
 - b. Platoon Sergeant by seniority

c. Platoon Sergeant by seniority

2. 7pm to 7am (Nights)

a. Booster Sergeant regardless of seniority

b. Platoon Sergeant by seniority

c. Platoon Sergeant by seniority

Section VI. When there are employees on an Operations Schedule and a Booster Schedule that overlap, they shall not select vacation leave that overlap each other for the shifts from 7am to 7pm (Days) and 7pm to 7am (Nights). Days competes with Days for time off and Nights competes with Nights for time off.

Section VII. When there are two or more employees permanently assigned to the same platoon on an operations schedule, they shall not select vacation leave that overlap each other. Employees permanently assigned to each platoon will compete with each other for time off.

Section VIII. Employees shall not schedule more than 60 hours of vacation leave in conjunction with their first pick. Employees shall not schedule more than one hundred eight (108) hours of vacation leave total between their first and second pick.

Section IX. No more than one supervisor is permitted to be off on elective leave time per platoon.

ARTICLE 16

PERSONAL BUSINESS DAYS AND COMPENSATORY TIME

Section I. Each employee in the bargaining unit shall be entitled to be absent without loss of pay or other benefits from scheduled work for two (2) days annually, and, in addition, one (1) day annually without pay, in increments of a full or half day only, for time necessary to conduct the personal business affairs of the employee. The request for a personal business day must be made in writing at least forty-eight (48) hours prior to the requested date. The request shall not be unreasonably withheld. A personal business day will not be approved if such would create a shortage of staffing. Any unused personal business days shall not be accumulated and must be used prior to June 30th annually.

Section II. Supervisors may use personal business days independent of Public Safety Officers. No more than one supervisor is permitted to be off on personal business day per platoon.

Section III. A personal business day may be scheduled after the first and second vacation leave selections are made, and training days have been posted.

- Section IV. Employees shall be allowed to accumulate ~~one hundred (100)~~ one hundred twenty (120) hours of compensatory time which may be redeemed for cash at any time.
- Section V. Employees with accumulated compensatory time on June 30th of each fiscal year will be allowed to carry twenty-four (24) hours over to the next fiscal year and will be paid in full for the remaining time. Payment will be at the rate of 1.5x the original amount of time worked.
- Section VI. Supervisors may use compensatory time independent of Public Safety Officers. No more than one supervisor is permitted to be off on compensatory time per platoon.
- Section VII. Compensatory time may be scheduled after the first and second vacation leave selections are made, and training days have been posted.
- Section VIII. No more than one supervisor is permitted to be off on elective leave time per platoon.

ARTICLE 17 SICK LEAVE

- Section I. Sick Leave – Sick leave shall not be considered a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity of an actual illness, or disability, or other sudden occurrence of the employee or their Immediate Family member.
- Section II. Earning of Sick Leave – Sick leave shall be earned at the rate of eight (8) hours per twenty-eight (28) workday schedule (104 hours per year) with the right to accumulate them until a maximum of eight hundred (800) hours is reached. Accumulation of sick leave time shall be computed beginning as of the date of employment in with the Department of Public Safety.
- Section III. Death or Retiree Benefits – At death or retirement whichever occurs sooner, the Village shall offer to buy back any unused sick leave days up to this maximum at the rate of fifty percent. An employee shall receive no benefit for accumulated sick leave upon any other form of termination of employment.
- Section IV. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of eight hundred (800) hours is reached and may be kept to their credit for future sick leave with pay. When an employee has accumulated eight hundred (800) hours of sick leave, all earned but not used leave thereafter accruing shall be paid for as of December 1st of each year at one-half (1/2) the employee's regular pay. Any sick leave for which compensation is received shall not accrue to the employee's sick leave.
- Section V. The Village may require that employees provide a written physician's certificate from the employee's doctor stating the cause of the absence whenever sick

leave exceeding three (3) consecutive workdays is taken or in the event a pattern of abuse exists.

Section VI. When an employee finds it necessary to be absent from work due to an actual illness, disability, or other sudden occurrence of the employee or an Immediate Family member, the employee will notify the department in a timely manner, not less than two (2) hours before the beginning of the employee's scheduled workday. This will enable supervisors to account for staffing during the next 12-hour period. In the event such a timely notification cannot be made, the absent employee will provide a written explanation to the on-duty supervisor upon returning to work from the unscheduled absence.

ARTICLE 18 FUNERAL AND EMERGENCY LEAVE

Section I. An employee shall be granted a maximum of three (3) consecutive days leave with straight time pay due to death in the immediate family provided ~~he/she~~ that they attends the funeral. The employee shall notify the Department of the necessity of funeral leave immediately upon discovery that such leave is required.

Section II. The Director of Public Safety may authorize up to three (3) days of emergency leave, at straight time pay, for a serious illness or injury in the employee's immediate family. Such use of emergency leave must be for unusual circumstances only.

Section III. The Director of Public Safety may grant one (1) Funeral Leave Day for those family members or friends not defined as Immediate Family, provided the employee attends the funeral.

Section IV. Employees shall not be eligible to post Elective Leave Time once a Funeral or Emergency Leave has been posted.

ARTICLE 19 HOSPITALIZATION AND DENTAL INSURANCE

Section I. The Village shall provide the Blue Care Network 10 HRA Plan \$2,000 Deductible (Option 1); \$2,000 Deductible; \$15 office visit co-pay; \$75 emergency room co-pay with \$10/\$40 Rx (generic/brand name) prescription drug card for the employee, the employee's spouse and the employee's dependent children.

The Village shall have the right to select the insurance carriers, to select the insurance policy or policies, to change carriers and to become self-insured provided there is no reduction in the benefits currently provided.

Section II. The Village of Beverly Hills adopted the hard cap provisions of Public Act 152 of 2012, limiting the annual amount of expenditures by the Village for the

provision of health care coverage for active employees, their spouses and dependents. Amounts incurred above the maximums established by Public Act 152 of 2012 by the Village of Beverly Hills for the provision of health insurance coverage shall be assessed to all Village employees according to Public Act 152, including members covered by this agreement.

Section III. Hospitalization insurance coverage shall continue upon the officer's retirement with the Village paying the premiums for the retiree employee, the employee's spouse and the employee's dependent children until age 26, during such times as the retiree is not otherwise covered by health insurance (equal to or better than the Village provided coverage) through employment of the retiree and/or spouse.

Employees must meet the age and service year requirements for a regular pension from the Village to qualify for retiree health care. Employees who opt for a deferred retirement will not be eligible for retiree health care for themselves, their spouses or dependents until they are eligible to begin receiving pension benefits.

The Village will provide the same health care as provided to active employees if employees acquire and pay Medicare Premiums. Upon reaching age 65, retirees and their covered spouses shall acquire Medicare Parts A and B and shall notify the Village of same. Acquired Medicare coverage for retirees who have reached age 65 shall be their primary coverage with Village provided retiree health care and prescription coverage being secondary.

The term "spouse" refers to the employee's lawful husband/wife on the date active employment terminates. Coverage shall continue for a surviving spouse and dependent children of a retiree after the retired employee has died. Such coverage shall cease if the surviving spouse remarries or gains employment that provides medical coverage. The Village is not obligated to reinstate coverage if the surviving spouse's employment terminates. The Village may require the submission of notarized statements with respect to the retiree's employment and marital status. Falsification of information shall result in termination of benefits.

If an eligible retiree maintains primary residence outside the State of Michigan in an area where Blue Care Network is not available, such retiree shall be provided with Blue Cross/Blue Shield Community Blue Option 3 health insurance in lieu of Blue Care Network.

Section IV. "Children" is defined as required by federal law. Children will be covered until they reach age twenty-six (26). This dependent coverage shall cease when the child reaches age twenty-six (26).

Section V. The employer will provide dental insurance coverage equivalent to the policy in effect on January 1, 2013.

Section VI. Employees who voluntarily opt out of the Village's hospitalization insurance coverage set forth in Section I of this Article will be eligible for an annual stipend payable in the last pay period of June each year. The stipend shall be computed on the basis of \$50 per month (single), \$300 per month (two person), and \$350 per month (family coverage) for each full month the employee declines coverage with the Village's hospitalization insurance carrier in the preceding twelve (12) month period. To be eligible for the stipend, the employee must provide proof of health insurance from another source and must sign an insurance waiver provided by the Village. The employee may resume coverage under the Village's hospitalization insurance coverage subject to the approval of, and at such times as permitted by, the insurance carrier. In the event a married couple is covered by this Agreement, one of the two (who does not receive primary coverage) shall be eligible for 100% of the annual opt out stipend. Employees who opt out of hospitalization coverage may still participate in the Village vision and dental coverage.

Section VII. Upon retirement of a member, the Employer will continue to provide dental and vision coverage.

Section VIII. The Village and Association shall establish and participate in a joint Health Care Committee for the purpose of investigating the most cost-effective delivery of Health and Dental Insurance. If a more cost-effective option of Health and Dental Insurance exists, the Village and the Association may, by mutual agreement, exercise that option with the balance of this Agreement shall remain in full force and effect. The membership of the committee shall consist of the Village Manager, and two representatives each from the Village, the Beverly Hills Public Safety Officer's Association, and the Beverly Hills Lieutenants and Sergeants Association.

ARTICLE 20 DISABILITY INSURANCE

Section I. The Employer shall provide a Long-Term Disability Program, which shall be equivalent to the policy in effect on January 1, 2013, the terms of which are found in Appendix B.

ARTICLE 21 LIFE INSURANCE

Section I. Life Insurance coverage shall be provided by the Employer in the amount of \$100,000 with total benefits of \$200,000 regarding accidental death and dismemberment coverage.

ARTICLE 22 RETIREMENT

Section I. Effective March 28, 2011, active employees shall contribute 5% of their base wages to the pension system.

- Section II. Effective March 28, 2011, the pension multiplier will be capped at 80%.
- Section III. Employees hired after July 1, 2013, will not be eligible to participate in the current Village Defined Benefit Pension Plan.
- A. Employees hired after July 1, 2013, will be covered by a Defined Contribution plan administered by the Municipal Employment Retirement System (MERS) in lieu of participation and eligibility in the Village Defined Benefit pension plan. Employees will make a contribution equal to 5% of their base pay into their Defined Contribution pension account with MERS. Effective July 1, 2023, the Village will make a contribution equal to 13.0% of an employee's base pay into their Defined Contribution account. Effective July 1, 2024, the Village will make a contribution equal to 13.5%, or not less than a higher amount in the collective Bargaining Agreement of the Beverly Hills Public Safety Officer's Association, of an employee's base pay into their Defined Contribution account. Employee payments will be deducted from their paychecks and submitted to their account by the Village. Employee and Village payments shall be made following each payroll period. Employees will have the responsibility to manage and control funds in their accounts subject to the provisions and regulations of MERS. As of January 1, 2018, there will be a 5-year vesting period for all employees in the MERS Defined Contribution Plan. Defined Contribution employees hired prior to January 1, 2018, will be fully vested for all prior contributions.
- Section IV. Employees hired before July 1, 2013, will make the following contributions to the Retiree Health Insurance Fund. An amount equal to 2% of each employee's base wage before taxes will be deducted at regular payroll intervals for deposit to the Retiree Health Insurance Fund contingent upon at least a 1% contribution by the Village. Should an employee cease to be employed by the Village and not be entitled to a pension they shall be reimbursed any monies they have contributed into the Retiree Health Insurance Fund.
- Section V. Employees hired after July 1, 2013, will not receive retiree health care upon retirement or separation from the VILLAGE and will not be required to make any contribution to the Retiree Health Insurance Fund while employed by the Village. Employees hired after July 1, 2013, will be eligible for and shall participate in a Retirement Health Savings Plan (RHSP) program to be administered by the Municipal Employee Retirement System (MERS). Employees shall contribute three percent (3%) of their base wages to their RHSP account through automatic payroll deduction. The Village will make a contribution equal to three percent (3%) of an employee's base wage to employee's RHSP account. Employee and Village payments shall be made following each payroll period. Employees must be vested to be eligible to receive the Employer's contributions: 6 years - 50%; 7 years - 75%; 8 years - 100%.
- Section VI. With respect to employees hired before July 1, 2013, who are covered by this Agreement, the Village and the Union agree that the Village will maintain a defined benefit pension plan with the Municipal Employee Retirement System (MERS). The MERS defined benefit pension plan shall be as set forth in the

MERS Plan (Restated Plan Document of 2012), the MERS Defined Benefit Adoption Agreement (for the MERS Defined Benefit Plan) (attached hereto as Appendix A) and the current rules and regulations of MERS as they may be revised in the future.

Section VII. The employer agrees to adopt Public Act 88, the Reciprocal Pension Act.

ARTICLE 23

CLOTHING AND CLEANING ALLOWANCE

- Section I. The Employer shall provide the following clothing and cleaning allowance:
- A. Uniformed Employee - shall receive the uniform and equipment, including shoes and boots, and replacement of same as needed.
 - B. The Village shall reimburse non-uniformed Employees for clothing purchases not to exceed five hundred dollars (\$500) for any one year. If an employee is changed to non-uniform status during a calendar quarter, the clothing reimbursement allowance shall be prorated on the number of full months remaining in the assignment within the calendar quarter. Thereafter, clothing allowance shall be paid on a quarterly basis. Employee shall not be required to pay back clothing allowance once it is paid.
 - C. The Village shall pay Employees, including non-uniformed officers, a yearly allowance of four hundred dollars (\$400) paid in semi-annual installments on July 1 and January 1, or the first pay period following each of these dates.

ARTICLE 24

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

- Section I. The Village agrees to provide and maintain shotguns and screens in all patrol vehicles.
- Section II. The Village agrees to provide semi-automatic service pistols for all officers.
- Section III. The Village shall replace, or repair items lost or damaged in the line of duty where officer negligence was not present.
- Section IV. Related employees shall not report to the same supervisor, shall not supervise one another, shall not assign work to or have similar authority over the other and shall not audit or review the work of the other. This provision shall not apply to emergencies or overtime situations.

Related employee as indicated in this contract shall mean child, brothers, sisters, spouse, cousins, aunts, uncles, nieces, nephews, parent or parent-in-law, son or daughter-in-law, grandchild, brother-in-law, sister-in-law, grandparent or grandparent-in-law.

Related employees shall also be extended to mean any person who satisfies the requirement of "dependent" as defined by Internal Revenue Code Section 152.

Section VI. Employees on workers' compensation shall continue to accrue seniority and benefits during the first thirty (30) days of absence. Thereafter, the employee shall continue to accrue seniority benefits except for cleaning allowance and sick leave.

Section VI. Upon separation in good standing, employees shall be paid out for all leave time remaining in their paid time off banks at the employee's current rate of pay as follows: 50% payout of sick leave bank, 100% of furlough bank, and 100% of compensatory time bank.

ARTICLE 25 PROMOTIONS

Section I: When the Village determines that there is a permanent vacancy in rank, the position shall be posted within fourteen (14) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given fourteen (14) working days' time to apply for such vacancy.

Section II. Promotion to Public Safety Lieutenant shall be subject to the following procedure:

A. Public Safety Sergeants must have at least three (3) years of seniority within the bargaining unit to be eligible for promotion to Public Safety Lieutenant. Seniority shall be measured from the date of their promotion to Sergeant to the date the posting is announced; and shall exclude any time spent on a leave of absence longer than ninety (90) days.

B. Should there be a lack of qualified candidates with three (3) years seniority, the association will waive the three-year seniority requirement, reducing the requirement by one month of seniority until such time that there are three (3) qualified candidates to have a competitive test.

C. A promotional list shall be established based on a written examination, oral board, educational credit, and seniority credit, as follows:

i. Written Examination:

a. Notice of examination shall be posted on department and Union bulletin boards for no less than fourteen (14) days. Due to the fragmented work schedule associated with work assignments in public safety, an email notification and response is acceptable for this step

b. Candidates shall notify the Director of Public Safety of their interest by submitting a written letter of interest during the fourteen (14) day posting period.

c. Upon the close of the posting period, the Director of Public Safety shall provide a list of candidates to the Union.

- d. The time, date, location, bibliography (if available), and testing information shall be posted no less than sixty (60) days prior to the written test.
 - e. Each test shall be administered and graded/scored by an independent testing agency chosen by the Village.
 - f. The test shall be appropriate for the rank of Public Safety Lieutenant.
 - g. The score used shall be the raw score converted to a percentage.
 - h. A minimum written score of 70% must be achieved for a candidate to advance further in the promotional process.
 - i. Candidates will be notified if they passed or failed the examination following the expiration of the ten (10) day protest period.
- ii. Oral Board:
- a. The Oral Board shall be comprised of three (3) external command level executives from consolidated public safety departments which shall be of a rank equal to or greater than the rank to be filled, be independent, neutral people having no interest or connection, directly or indirectly, with the village.
 - b. One of the three evaluators will be appointed by the village, one of the three evaluators will be appointed by the association, and the third being appointed by the other two.
 - c. Questions and the scoring process for the oral board examination will be provided by the evaluator appointed by the village to the other two evaluators no less than seven days prior to the oral board examination; and shall be able to be scored in such a manner that a raw score will be converted to a percentage.
 - d. Oral Board members shall not have access to a candidate's written score.
 - e. Candidates who earn a score of less than seventy 70% by two (2) or more Oral Board evaluators shall be disqualified from the promotional process.
 - f. If any compensation is required by the evaluators, then the village evaluator shall be paid by the village, the association evaluator shall be paid by the association, and the third evaluator shall be paid by both the village and the association, with each party being responsible for 50% of the amount. No evaluator will be paid more than any other evaluator.
- iii. Educational Credit:
- a. Each candidate will receive educational credit based on credit hours earned at an accredited post-secondary educational institution. Educational credit will be determined as of the date of the written examination as follows:
 - 1 Point 60-90 credit hours
 - 2 Points 91-120 credit hours or 60-90 credit hours w/associate's degree
 - 3 points 121-150 credit hours
 - 4 Points 121-150 credit hours w/bachelor's degree
 - 5 Points 151-180 credit hours or master's degree

- iv. Seniority Credit:
 - a. Each candidate will receive seniority credit, granted as of the date of the written examination.
 - b. Each complete month of service with the village as an employee shall represent .04 of a point, from the completion of the employee's initial probation with the Village as an officer.
 - c. Seniority credit is limited to a maximum of five (5) points.

D. The scores earned in each of the promotional categories will be combined to form a total composite score for each candidate, as follows:

| | |
|----------------------|--|
| Written examination: | Forty-five (45%) percent of total score. |
| Non-Written/Oral: | Forty-five (45%) percent of total score. |
| Educational Credit: | Five (5%) percent of total score. |
| Seniority Credit: | Five (5%) percent of total score. |

Candidates will be placed on an eligibility list for promotion to Public Safety Lieutenant according to his/her composite score (highest to lowest). The eligibility list shall be provided to the Union and posted. The eligibility list will be valid for two (2) years from the date of posting or until exhausted.

E. The Village shall select the candidate to be promoted from among the top three (3) ranked candidates on the eligibility list at the time of the promotional opportunity. The employee who is promoted shall be subject to a one (1) year probationary period. If it is determined by the Village in its sole discretion that the employee is unsuited for the position, they will be returned to their prior position without loss of seniority, and neither the employee nor the Union shall have recourse to the grievance/arbitration procedure regarding such decision.

Section III. Promotion to Public Safety Deputy Director shall be subject to the following:

A. If the Village determines that there is a permanent vacancy in rank for the position of Public Safety Deputy Director internal candidates that are the rank of Public Safety Lieutenant will be considered.

ARTICLE 26

LAYOFF, RECALL AND DEMOTION

Section I. Layoffs – Layoffs shall be made in conformity with the principle of seniority, i.e. the last one hired being the first one laid off, and the first one laid off being the last one recalled. In the event layoffs are imminent, the Village will give affected employees and the Union a fourteen (14) day written notice. All probationary employees shall be laid off before full-time employees are laid off. Employees who are laid off shall be paid ~~for~~ fifty percent (50%) of their accrued sick leave.

Section II. In the event the Village of Beverly Hills Public Safety Department has a demotion because of layoff, discipline, etc., of a command officer to their previous classification in this bargaining unit the following shall occur.

For the purposes of being able to "bump" into the Police Command bargaining unit, it is agreed that such members would be credited with only that previous seniority accrued while they were members of the Police Command bargaining unit. Those members who are demoted as a result of either layoffs or cutbacks shall be the first to be promoted to their former rank from current promotional lists for that period only that they held their former rank.

This adjusted seniority would be used for determining vacation selections, shift assignments, job preference, etc. Demoted members would be paid the top pay of their new classification. For retirement purposes, vacation earned, and longevity pay, all members of the Village of Beverly Hills Public Safety Department retain all seniority accrued from date of hire.

Section III. If an employee is promoted out of the unit and either fails to make probation or decides to return of their own accord to the unit, they shall not lose seniority for the time served as probationary. The maximum amount of time to be credited is one (1) year.

Section IV. Recall – Full-time Officers will be recalled in reverse order of layoff. The last full-time Officer laid off will be the first recalled. The Employer shall notify the recalled employee by certified or traceable overnight mail to the employee's address as last provided by the employee in writing with the Employer. This notice will specify a date and time not earlier than fourteen (14) days from its certification or filing date, as the case may be, for the employee to return to work. If the employee accepts such recall, he/she must report for work on the date and at the time specified in the recall notice. If the employee does not so report, seniority and reemployment rights will terminate, and the employee will be deemed to have resigned. Employees who are recalled shall have any accrued time (sick, vacation or personal) not paid out upon layoff placed back into their appropriate bank. If the recalled employee has lost their MCOLES certification as a result of their layoff from the Village of Beverly Hills Public Safety Department, then the Village shall allow the employee to become re-certified and the Village shall pay the cost of such recertification.

ARTICLE 27

SPECIAL ASSIGNMENTS IN RANK

Section I: The Village may, at its discretion, establish certain Special Assignments, to include but not limited to the Detective Bureau, within the rank of Public Safety Sergeant or Public Safety Lieutenant. In the event the Village establishes such a special assignment, or in the event a vacancy arises for such a special assignment, the position shall be posted within fourteen (14) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given fourteen (14) working days' time to apply for such vacancy.

Section II To be eligible for any such Special Assignment in Rank the interested employee must have at least one (1) year of seniority within the bargaining unit to be eligible for a Special Assignment in Rank. Seniority shall be measured

from the date of their promotion to Sergeant or Lieutenant to the date the posting is announced; and shall exclude any time spent on a leave of absence longer than ninety (90) days. In the event that no members meet the seniority requirement, the Village and the Union shall meet to determine and agree how to fill the open position for that occurrence only.

- Section III When the Village has announced such a Special Assignment in Rank the following process shall apply:
- A. The position, and its requirements for consideration, shall be posted within fourteen (14) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given fourteen (14) working days' time to apply for such vacancy.
 - B. Interviews of all qualified candidates shall be conducted by the command officer supervising the position or a command officer with prior experience in the position. The person(s) that conducted the interview shall make a recommendation to the Director of Public Safety regarding the candidate to be selected for the position.
- Section IV The Director of Public Safety shall have final and sole discretion to select the candidate for the Special Assignment. The Director's decision shall not be subject to the grievance process; however, nothing in this section prohibits an employee or the Union from filing a grievance alleging a violation of the Special Assignment process.
- Section V. The Director of Public Safety may temporarily assign a member of the association to a Special Assignment, without regard to the process set forth in sections I - III, subject to the following conditions:
- A. The temporary assignment shall be limited to a maximum of thirty (30) days at a time.
 - B. Employees may not be temporarily assigned to the same position on a consecutive, "back-to-back" or continual basis.
 - C. The thirty (30) day maximum may be extended only upon the written consent of the Union.
- Section VI. A Special Assignment in Rank will last for no more than two (2) years with the ability for the Director of Public Safety to have the discretion to extend the assignment an additional two (2) years. The assignment may be extended for an additional year past the total time of four (4) years only upon the written consent of the Union and employee. No member of the association shall be allowed to be assigned to the Detective Bureau or any specialized regional team where that assignment is their primary work schedule, for more than a total of five years.

ARTICLE 28 DISCIPLINE

- Section I. The Village shall not discipline officers without just cause.
- Section II. The parties agree that officers shall have the rights guaranteed under the Weingarten Decision.
- Section III. Before officers can be disciplined by other than verbal reprimand:
- A. The Director of Public Safety or his/her designee shall serve written charges upon the officer to be disciplined within ninety (90) calendar days of the infraction or within ninety (90) calendar days of when the Director of Public Safety had knowledge of the infraction. Employees may respond to the charges in writing within seven (7) calendar days or may respond orally during the pre-disciplinary meeting.
 - B. The Association must be served with the written charges within ninety (90) calendar days of the infraction or when the Director of Public Safety had knowledge of the infraction.
 - C. The Association will be notified of any discipline given other than verbal reprimands.
- Section IV. Seniority officers aggrieved by disciplinary action may seek relief through the grievance procedure as outlined in Article 9 of this Agreement by going immediately to Step 3 – Meeting with the Village Manager.
- Section V. If an officer or the Association grieves the discipline, the Director of Public Safety shall release to the Association any and all write-ups, statements, investigations and reports relating to this specific discipline upon request by the Association. The above information shall be given to the Association before or at the very latest at the time of the grievance meeting at Step 3 – Meeting with the Village Manager.
- Section VI. The employee may petition the Director of Public Safety for removal of any written reprimand after two (2) years from the date of the discipline or, in the case of a suspension, after three (3) years from the date of the discipline. If granted, the removed discipline shall not be considered for purposes of progressive discipline. A copy of the discipline shall be maintained in a separate file within the Village Manager's office for recordkeeping purposes only. The decision to remove the discipline shall be at the sole discretion of the Director of Public Safety and shall not be subject to the grievance procedure.

ARTICLE 29

RESTRICTED DUTY

Section I. Restricted Duty is a specific temporary assignment status during which the employee cannot perform the normal range of duties in their normal assignment. Such a condition can result from a medical illness, medical diagnosis, or injury sustained either on-duty or off-duty.

In order to qualify for Restricted Duty, the employee's physician must certify that:

- A. The employee cannot perform substantially all the current duties of their normal assignment, citing limitations.
- B. The employee can perform substantially all the current duties of the anticipated light duty assignment.
- C. The employee is expected to return to full duty within the period specified by the physician, at most no longer than twelve (12) months.

Section II. For the employee to be eligible for Restricted Duty the employee's illness or injury must shall meet the following criteria:

- A. Must not be any of the following:
 - 1. Contagious.
 - 2. Chronic and/or degenerative.
 - 3. Life threatening.
 - 4. Likely to be aggravated in the Restricted Duty assignment.
- B. Such a diagnosis must normally include a prognosis of return to Full Duty within six (6) calendar months; however, a period not to exceed a period of twelve (12) months may be approved by the Director of Public Safety on a case-by-case basis, providing that full recovery is anticipated.

No Restricted Duty assignment shall not exceed a total of twelve (12) calendar months.

- C. Such Diagnosis must include specific medical approval for the Restricted Duty assignment, and the employee must be medically certified as able to perform the duties of the assignment.
- D. Due to the limited number of Restricted Duty positions available, the number of employees assigned to Restricted Duty at any given time may preclude every employee similarly restricted. Assignments to Restricted Duty will be made in accordance with the following priorities:
 - 1. An employee on duty-related injury status, subject to workers' compensation, with return to full duty anticipated within twelve (12) months.

2. An employee on duty-related injury status, subject to workers' compensation, with return to full duty anticipated within six (6) months.
3. An employee sustaining non-duty-related illness or injury.

E. The employee must complete a waiting period of thirty (30) calendar days of disability prior to receiving consideration for such an assignment.

Section III. Priority of Assignments for restricted Duty positions shall be in the following order:

A. Front Desk and Records support

B. Bureau and Staff support

Section IV. An employee in such a temporary Restricted Duty position will receive pay according to their current payroll entitlements (non-restricted duty). Responsibilities of Rank, if any, will be secondary to the temporary work duties and environment except in cases where supervisory intervention commensurate with rank is deemed necessary and appropriate.

Section V. Assignment to a temporary Restricted Duty assignment will be made based on the date of receipt of medical certification for return to duty on a restricted basis. Such certification must include the nature of the illness, medical condition or injury, the employee's inability to perform current job duties, the employee's ability to perform the restricted duty described and the approximate date that the employee will be able to return to full duty.

Section VI. As per the priority of illness, medical conditions or injury listed above in Section II, Sub-Section D, 1-3, a higher priority duty-related injury or illness may result in bumping an employee on off-duty related injury or illness from a temporary Restricted Duty assignment.

ARTICLE 30

FAMILY MEDICAL LEAVE ACT

Section I. The Village and the Association recognize their respective obligations and rights pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations. For purposes of interpretation, an employee's accrued Sick Leave, Vacation Leave, Compensatory Time, and Personal Business Days shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act, Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which the employee has accrued is exhausted.

- Section II. When paid leave is substituted for unpaid leave as provided under the FMLA for a qualifying health condition of the employee, the available accumulated time to the employee's credit shall be used and until exhausted in the following order:
- A. Sick Leave
 - B. Personal Business Days,
 - C. Compensatory Time
 - D. Vacation Leave.
- Section III. When paid leave is substituted for unpaid leave as provided under the FMLA for a qualifying health condition the employees family member, the available accumulated time to the employee's credit shall be used and until exhausted in the following order:
- A. Personal Business Days
 - B. Compensatory Time
 - C. Vacation Leave
 - D. Sick Leave
- Section IV. When paid or unpaid leave is utilized as provided under the FMLA for a qualifying health condition for the employee or the employee's family member, Seniority will continue accrue.

ARTICLE 31 MILITARY LEAVE

- Section I. The Village and the Association recognize their respective obligations and rights pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and implementing regulations. An employee who is eligible for leave under the USERRA shall be paid the difference between the pay received for his/her military service and the employee's base wage at the time of the leave.

ARTICLE 32 CIVIL LEAVE

- Section I. An employee will be given time off at straight time wages for actual time lost from work while performing jury duty or serving as a non-party witness under subpoena or while they are party as a defendant in an action originating out of the performance of their duties as a sworn Law Enforcement Officer, Fire Fighter, or licensed Emergency Medical Service provider.
- Section II. This leave will not be permitted if the employee is a plaintiff in an action or a defendant in an action originating from his personal activities.

Section III. Witness or jury duty fees received by the employee for such services shall be paid/turned over to the Employer, less specific allowances for meals or travel.

ARTICLE 33 DISABILITY LEAVE

Section I. An employee will be given time off for a Disability Leave subject to the following conditions:

- A. Fitness for Duty – All employees must be physically and mentally fit for duty at all times. Accordingly, the Village reserves the right, at the Village's expense, to have an employee examined where a basis for such examination exists, at any time by a physician, psychologist or other health care practitioner selected by the Village to ensure and/or verify an employee's fitness for duty for cause.
- B. Criteria – A disability leave may be granted only to employees who have completed at least one year (365 days) of active employment. Disability leave cannot be granted for more than one hundred and eighty (180) days unless an extension has been agreed upon in writing by the Village. Vacation Leave, and Personal Business Days, and Sick Leave, do not accrue during a disability leave of absence. Seniority shall continue to accrue. Extension of disability leaves beyond 180 days is at the discretion of the Village Manager.
- C. Procedure – To obtain such a disability leave, the employee must furnish the Village with a written letter from their physician stating the reason for the leave and expected date of return to work. The Village will continue to provide an employee with medical insurance while they are on a disability leave of absence.

Section II. At the expiration of a disability leave, or if the employee wishes to return to work before completion of the leave, there must be a health care practitioner's certification confirming their fitness to return to work. The Village may also require, at the employee's expense, periodic statements from their health care practitioner during the leave. In addition, the Village reserves the right, at the Village's expense, to require an employee on a disability leave of absence to undergo an examination by a physician, psychologist or other health care practitioner selected by the Village regarding the employee's ability to return to work.

**ARTICLE 34
DURATION**

Section I. This Agreement shall be in effect from July 1, 2023, and shall continue in full force through and including June 30, 2026.

IN WITNESS WHERE OF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this _____ day of TBD.

FOR THE VILLAGE:

FOR THE UNION:

Jeffrey Campbell, Manager
Village of Beverly Hills

Robert Ginther, President
Beverly Hills Lieutenants and Sergeants

Kristin Rutkowski, Asst. Manager/Clerk
Village of Beverly Hills

Jeffrey Moore, Vice-President
Beverly Hills Lieutenants and Sergeants

Gouri Sashital, Esq. Labor Attorney
Law Offices of Keller-Thoma

Chad Trussler, Labor Representative
Michigan Association of Police



MEMO

Date: September 26, 2023
To: Honorable Council President and members of Council
From: Jeff Campbell, Village Manager
Subject: Ordinance 42.12

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. The Second Reading is attached for consideration and is open to discussion.

Suggested Motion:

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.

Attachments

**VILLAGE OF BEVERLY HILLS
ORDINANCE NO. 387**

**AN ORDINANCE TO AMEND THE VILLAGE ORDINANCE CHAPTER 42, SECTION
42.12, GAMES IN STREETS, FOR THE VILLAGE OF BEVERLY HILLS**

The Village of Beverly Hills Ordains:

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.

(a) 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.

1. 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.

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.

Made and passed by the Village Council of the Village of Beverly Hills this ____day of October, 2023.

John George, Village President

Kristin Rutkowski, Village Clerk

I, Kristin Rutkowski, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the _____day of _____, 2023.

Kristin Rutkowski, Village Clerk

42.12 GAMES IN STREETS. No person shall ~~throw, kick, or knock any ball, or play ball in any other manner upon any public street, alley or sidewalk.~~ affix or leave a sports apparatus, including, but not limited to, a basketball hoop, hockey net, or soccer goal ten (10) feet from where a drive approach abuts a street. No apparatus shall obstruct any Village sidewalk.

(a) 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.

1. 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 judgement, writ or order necessary to enforce, or enjoin violation of this Chapter. {Ord. 363, 9-18-18}

42.12 GAMES IN STREETS. No person shall ~~throw, kick, or knock any ball, or play ball in any other manner upon any public street, alley or sidewalk.~~ affix or leave a sports apparatus, including, but not limited to, a basketball hoop, hockey net, soccer goal, ten (10) feet from the recognized street surface. No object shall obstruct any Village sidewalk.

(a) 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.

1. 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 judgement, writ or order necessary to enforce, or enjoin violation of this Chapter. {Ord. 363, 9-18-18}



MEMO

Date: September 29, 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:



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 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 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.
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.

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 |

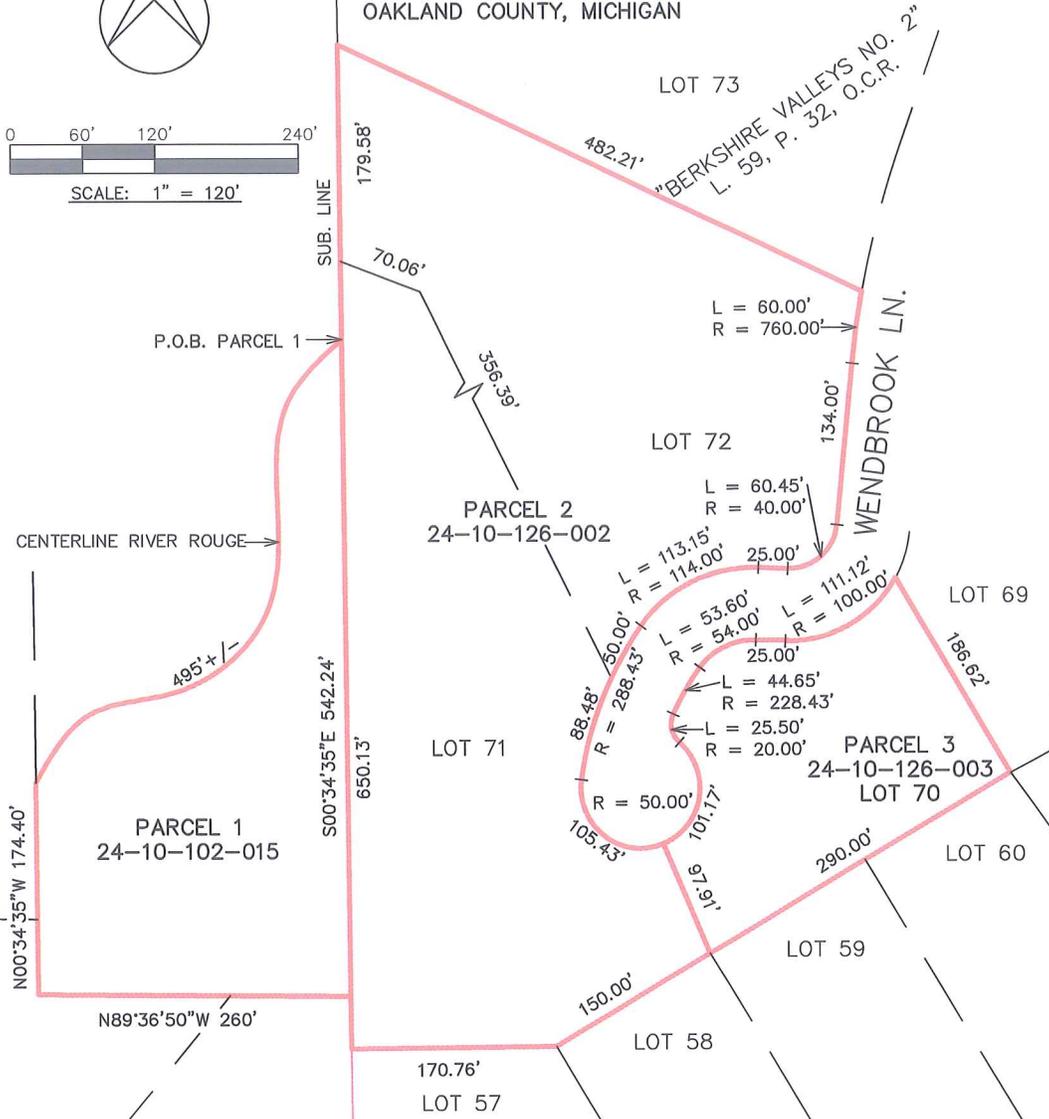
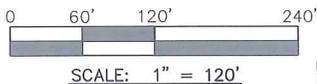
4/12/2023 1:36 PM

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

Date: September 26, 2023

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.

Suggested Motion:

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.

APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Selection Committee and Council with basic information about residents considered for appointment. Please indicate your preferences for service (limit of three selections), on the accompanying form. The file of completed applications is open for public inspection upon request.

Name: _____
Please print (Last) (First) (Middle)

Street & Number: _____

Home Phone: _____ Employed By: _____

Business Phone: _____ E-mail address: _____

Business Address: _____

Are you a registered voter of Beverly Hills: _____ Length of residency: _____

Educational background: _____

Past experience on other Village Boards, Churches, Civic, or Community Groups:

Related Employment Experience (Please give dates):

Travel Commitments (if any):

Other Relevant Information (Memberships, Associations, etc.):

Reasons for Desiring to Serve:

Date: _____ Signature: _____

**REQUEST FOR APPOINTMENT
TO BEVERLY HILLS COUNCIL, BOARDS, COMMITTEES and COMMISSIONS**

PLEASE COMPLETE THE FOLLOWING INFORMATION:

Name: _____ Date: _____

Please designate, in priority order, your interest in any **three** of the following:

_____ **BIRMINGHAM AREA CABLE BOARD** – 4 Member Board – 3 year term
(Meets 3rd Wednesday of each month at 7:45 a.m. at the Village Municipal Building).
Advises Village Council as to all matters related to Cable Television. Monitors performance of franchisee and compliance with franchise agreement. Acts as liaison between residents and franchisee. Oversees Cable Administrator and Municipal Access Channel.

_____ **VILLAGE COUNCIL** – 7 Member Council – 4 year term
(Meets 1st and 3rd Tuesday of each month at 7:30 p.m.)
Appointment to fill unexpired term of elected Council member. Council is the legislative and governing body of the Village.

_____ **PARKS AND RECREATION BOARD** – 7 Member Board – 3 year term
(Meets 3rd Thursday of each month at 7:30 p.m.)
Makes recommendations to Village Council and administration as to the maintenance, major improvements and future development of Village parks. Evaluates parks and recreational facilities and advises administration as to park functions and usage. Recommends fees and regulations with concurrence of Village Council.

_____ **PLANNING COMMISSION** – 9 Member Commission – 3 year term
(Meets 4th Wednesday of each month at 7:30 p.m.)
Advises Council in regard to the proper physical development of Beverly Hills. Recommends ordinances, or amendments to existing ordinances. Makes recommendations on zoning changes, site plan developments and special approval uses.

_____ **ZONING BOARD OF APPEALS** – 9 Member Board and 2 Alternates – 3 year term
(Meets 2nd Monday of each month at 7:30 p.m.)
Hears appeals of applicants who request exceptions from or official interpretations of the zoning ordinance. Members must decide whether or not a physical hardship or practical difficulty exists which justifies the granting of a variance.

It is suggested that applicants detach, read, and keep the enclosed **POLICIES FOR NEW APPOINTMENTS AND REAPPOINTMENTS** with special attention to attendance requirements.

Eligibility for Service on Boards and Standing Committees as appointed by the Village Council

- Shall have resided in the Village for at least one year
- Shall be a qualified and registered voter of the Village of Beverly Hills
- Shall expect to have a 70% annual attendance record
- Shall agree to abide by the “Ethical Standards of Conduct” as recorded in the Village of Beverly Hills *Organizational and Council Policies and Procedures Manual*
- Removal for Cause – Members of any board or standing committee may, after a public hearing, be removed for cause by the Village Council



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: September 29, 2023

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 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.

Beverly Hills Public Safety **Activity Report**

Sept. 14th – Sept. 28th, 2023

CALLS FOR SERVICE

- **346 Calls for Service.**
- **52 Tickets issued.**
- **8 Arrests.**
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Car Seat Installation at the station.
- Traffic Enforcement at 13 Mile and Lahser.
- Traffic Accident at 13 Mile and Embassy.
- Lift assist on Lahser.
- Crime Prevention at Groves High School.
- Crime Prevention at Greenfield School.
- Medical at Mission Point.
- Citizen Assist at Mission Point.
- Wires Down on Corsaut.
- Motorist Assist at Southfield and Kinross.
- Traffic Enforcement at Beverly and Auburn.
- Beverly Park closed for the night.
- Extra Patrol at the Corners Shopping Mall.
- Extra Patrol at Medical Village.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Medical at Huntley Square Apartments.
- Alarm on Mayfair.
- Alarm on Southfield.
- Assist Motorist on Southfield.
- Crime Prevention at Queen of Martyrs School.
- Traffic Accident at Amherst and Sheridan.
- Crime Prevention at Greenfield School.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Traffic Complaint in Huntley Square Apartments.
- Medical on Waltham.
- Traffic Enforcement on 14 Mile and Bellvine Trail.
- Douglas Evans Park closed.

- Beverly Park closed for the night.
- Extra Patrol in Beverly Park.
- Extra Patrol at the Corners Shopping Mall.
- Suspicious Persons in Huntley Square Apartments.
- Extra Patrol in the Corners Shopping Mall.
- Extra Patrol Detroit Country Day School.
- Alarm on Riverview.
- Fire Truck Checks at the station.
- Radar Detail on 14 Mile.
- Extra Patrol in Huntley Square Apartments.
- Radar Detail on Pierce.
- Alarm on Marimoor.
- Operation Medicine Cabinet.
- Medical on Madoline.
- Citizen Assist at Mission Point.
- Crime Prevention at Groves High School.
- Suspicious Circumstances at Taco Bell.
- Traffic Accident on Lahser and Village Pines.
- Hospice Death at Mission Point.
- Fire Inspection on Rosevear.
- Alarm on Mayfair.
- Medical on Gould.
- Public Relations on Evans Court.
- PBT at the front desk.
- Crime Prevention at Berkshire School.
- Beverly Park closed for the night.
- Traffic Enforcement at Southfield and Beverly.
- Extra Patrol in Huntley Square Apartments.
- Extra Patrol at Market Fresh.
- Crime Prevention at Greenfield School.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Alarm on Waltham.
- Fire Alarm on Buckingham.
- Smoke Detector given to resident.
- Crime Prevention at Detroit Country Day School.
- Crime Prevention at Berkshire School.
- Crime Prevention at Groves High School.
- Extra Patrol at Medical Village.
- Smoke Detector given to resident.
- Crime Prevention at Greenfield School.
- Smoke Detector given to resident.
- Smoke Detector given to resident.
- Smoke Detector given to resident.

- Smoke Detector given to resident.
- Extra Patrol at the Beverly Hills Club.
- Fraud reported on Lahser.
- Suspicious Persons at Mission Point.
- Traffic Accident in Huntley Square Apartments.
- Extra Patrol at Eastlady and Smallwood.
- Smoke Detector given to resident.
- Smoke Detector given to resident.
- Officers stopped a driver for a minor traffic offense at Pierce and 13 Mile. The driver was arrested for Driving While License Suspended and warrants. The subject was taken into custody without incident.
- Operation Medicine Cabinet.
- Extra Patrol at Market Fresh.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Extra Patrol at the Corners Shopping Mall.
- Radar Detail at 14 Mile and Eastlady.
- Crime Prevention at Groves High School.
- Medical on Elizabeth.
- Crime Prevention at Queen of Martyrs School.
- Suspicious Persons at Groves High School.
- Beverly Park closed for the night.
- Extra Patrol at Woodside Athletic Club.
- Extra Patrol in the Georgetown Subdivision.
- Radar Detail on Lahser and Hampton.
- Suspicious Persons on Kennoway.
- Extra Patrol around Sheridan and Reedmere.
- Extra Patrol around Pierce and Kirkshire.
- Mental Health Call at Mission Point.
- Extra Patrol around Bates and Kirkshire.
- Suspicious Circumstances in the Huntley Square Apartments.
- Extra Patrol around Drury Lane and Riverside.
- Extra Patrol around Devonshire and Inglewood.
- Suspicious Person on Arlington.
- Smoke Investigation on Nixon.
- Medical at Mission Point.
- Crime Prevention at Beverly School.
- Extra Patrol at Medical Village.
- Crime Prevention at Berkshire School.
- Crime Prevention at Groves High School.
- Smoke Detector given to resident.
- Smoke Detector given to resident.

- Smoke Detector given to resident.
- Smoke Detector given to resident.
- Smoke Detector given to resident.
- Crime Prevention at Market Fresh.
- Alarm on 13 Mile.
- Medical on 14 Mile.
- Suspicious Circumstances at Lahser and 13 Mile.
- Welfare Check at Evergreen and 13 Mile.
- Injury Accident at Lahser and Orchard Way.
- Crime Prevention at Beverly School.
- Fire Alarm on Valley Oaks.
- Smoke Detector given to resident.
- Medical at Mission Point.
- Parking Complaint at Norchester and Devonshire.
- Retail Fraud reported at Ace Hardware.
- Parking Complaint at Allerton and Beverly.
- Medical at Mission Point.
- Motorist Assist on Chelton.
- Medical on Elizabeth.
- Welfare Check on Evergreen and Beverly.
- Beverly Park closed for the night.
- Extra Patrol at Woodside Athletic Club.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Medical at Mission Point.
- Extra Patrol around Fairfax and Glencoe.
- Extra Patrol around Saxon and Faircrest.
- Extra Patrol at the Corners Shopping Mall.
- Extra Patrol at Market Fresh.
- Extra Patrol around Norchester and Hill Crest.
- Extra Patrol around Robinhood and Nottingham.
- Traffic Enforcement at 14 Mile and Lahser.
- Fire Alarm at Groves High School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Alarm on Village Drive.
- Medical at Mission Point.
- Medical on Saxon.
- Crime Prevention at Groves High School.
- Fire Inspection on Embassy.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.

- Identity Theft reported on Birwood.
- Lost child found and turned over to parents on Sheridan.
- Medical at Mission Point.
- Smoke Detector given to resident.
- Medical on Elizabeth.
- Customer Trouble at Kentucky Fried Chicken drive through window.
- Customer Trouble in KFC Lobby.
- Suspicious Circumstances on Southfield.
- Extra Patrol around 14 Mile and Eastlady.
- Beverly Park closed for the night.
- Radar Detail on Southfield and Beverly.
- Extra Patrol at Groves High School.
- Medical on Westlady.
- Officers stopped a driver for a minor traffic violation at Greenfield and 13 Mile. The driver was arrested for Driving While License Suspended at taken into custody without incident.
- Crime Prevention around Birmingham and Birwood.
- Alarm on Southfield.
- Natural Gas Leak on Marguerite.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Smoke Detector given to resident.
- Extra Patrol at Beverly Park.
- Smoke Detector given to resident.
- Extra Patrol around Metamora and Sleepy Hollow.
- Retail Fraud reported at Ace Hardware.
- Smoke Detector given to resident.
- Parking Complaint on Waltham.
- Medical on Dunblaine.
- Medical on Elizabeth.
- Odor Investigation on Auburn.
- Abandoned Vehicle Impound on 13 Mile.
- Officers were called to the area of Smallwood and Eastlady for a possible drunk driver. Officers located the reported vehicle and observed suspicious driving. The driver was arrested for Operating While Intoxicated and taken into custody without incident.
- Suspicious Circumstances at Mission Point.
- Extra Patrol at the Groves Football Game.
- Traffic Accident at Lahser and 13 Mile.
- Motorist Assist on Southfield.

- Traffic Enforcement at 14 Mile and Bellvine Trail.
- Traffic Report taken at Lahser and Hillview.
- Beverly Park closed for the night.
- Suspicious Persons on Birwood.
- Radar Detail at Southfield and Beverly.
- Medical at Mission Point.
- Fire Alarm on Dunblaine.
- Medical at Mission Point.
- Medical on Buckingham.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Oak Park with a mutual aid request on Lincoln.
- Crime Prevention at Groves High School.
- Extra Patrol requested at Groves High School.
- Extra Patrol requested on Madison.
- Crime Prevention at Detroit Country Day School.
- Crime Prevention at Market Fresh.
- Crime Prevention at Ace Hardware.
- Traffic Accident at 13 Mile and Southfield.
- Prisoner Transport from Birmingham PD.
- Crime Prevention at the Beverly Hills Club.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Suspicious Person at 13 Mile and Greenfield.
- Warrant Arrest picked up from Macomb County Jail.
Subject taken into custody without incident.
- Harassing Communications reported at the station.
- Extra Patrol at Groves High School Football Game.
- Mental Health call on Elizabeth.
- Fire Alarm on Nottingham.
- Beverly Park closed for the day.
- Extra Patrol around Ronsdale and Evergreen.
- Extra Patrol around Madison and Auburn.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Beechwood and Sheridan.
- Crime Prevention at Beverly Hills Academy.
- Radar Detail at Lahser and Hampton.
- Extra Patrol around Mayfair and Southview.
- Traffic Enforcement at 14 Mile and Southfield.
- Extra Patrol around Warwick and Mayfair.
- Extra Patrol around Bellvine trail and Smallwood.
- Crime Prevention in the Huntley Square Apartments.
- Extra Patrol around Riverside and Norchester.
- Suspicious Persons on Southfield.

- Parking Complaint on Nottingham.
- Radar Detail on 13 Mile.
- Medical on Lahser.
- Information Report taken at the front desk.
- Extra Patrol requested on Madison.
- Traffic Accident at Southfield and Kinross.
- Suspicious Persons on Riverside.
- Groves Homecoming Dance Detail.
- Traffic Enforcement at 14 Mile and Lahser.
- Noise complaint on Sleepy Hollow.
- Extra Patrol around Crossbow and Nottingham.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Embassy.
- Medical on Sleepy Hollow.
- Traffic Enforcement at 13 Mile and Evergreen.
- Radar Detail on Lahser and Orchard Way.
- Lift Assist in Huntley Square Apartments.
- Suspicious Circumstances on Sheridan.
- Frie Truck Checks at the station.
- Fire Alarm on 14 Mile.
- Family Trouble on Beverly.
- Medical on Beverly.
- Medical on Wendbrook.
- Citizen Assist on Coryell.
- Suspicious Persons at Bates and Birwood.
- Alarm on 13 Mile.
- Extra Patrol in Beverly Park.
- Juvenile Complaint on Nottingham.
- Citizen Assist at Mission Point.
- Extra Patrol around Wentworth and Riverside.
- Extra Patrol around Robinhood and Nottingham.
- Extra Patrol in the Huntley Square Apartments.
- Extra Patrol around Fairfax and Amherst.
- Extra Patrol around Devonshire and Riverside.
- Citizen Assist on Coryell.
- Crime Prevention at Detroit Country Day school.
- Extra Patrol around Beverly and Bates.
- Suspicious Person at Mission Point.
- Alarm on Southfield.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Radar Detail on Riverside.
- Traffic Accident at 13 Mile and Southfield.
- Alarm on Walmer.

- Fire Alarm on Lahser.
- Operation Medicine Cabinet.
- Careless Driver reported on Lahser.
- Suspicious Person at Huntley Square Apartments.
- Crime Prevention at Beverly School.
- Fraud Reported at Independent Bank.
- Crime Prevention at Berkshire School.
- Suspicious Person on Pickwick Lane.
- Traffic Enforcement at 13 Mile and Embassy.
- Beverly Park closed for the night.
- Radar Detail at Beverly and Southfield.
- Traffic Enforcement at Elizabeth and Pierce.
- Suspicious Vehicle on Dunblaine.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Suspicious Persons at 14 Mile.
- Fraud reported in Huntley Square Apartments.
- Crime Prevention at Groves High School.
- Crime Prevention at Greenfield School.
- Reckless Driving reported on 13 Mile.
- Motorist Assist on Evergreen.
- Crime Prevention at Berkshire School.
- Officers stopped a driver for a traffic violation at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended and warrants. The arrest was without incident.
- Beverly Park closed for the night.
- Douglas Evans Park closed for the night.
- Officer stopped a driver for a minor traffic violation at 13 Mile and Pierce. The driver was arrested for Driving While License Suspended and warrants. The arrest was without incident.
- Radar Detail on Southfield and Beverly.
- Extra Patrol requested on Madison.
- Motorist Assist on Lahser and 13 Mile.
- Medical on 14 Mile.
- Crime Prevention at Greenfield School.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly Hills Academy.
- 911 Hang Up and welfare check on Camelot.
- Extra Patrol around Hampstead and Bellvine Trail.
- Traffic Accident at 13 Mile and Southfield.
- Extra Patrol around White Oaks Trail and Red Oaks Trail.

- Crime Prevention at Market Fresh.
- Medical on 14 Mile.
- Officers picked up a subject with a warrant from West Bloomfield PD at 13 Mile and Telegraph. The subject was arrested without incident.
- Suspicious Person at Mission Point.
- Crime Prevention at Medical Village.
- Fraud report taken on Buckingham.
- Retail Fraud reported at the BP Gas Station.
- Crime Prevention at Beverly School.
- Medical on Dunblaine.
- Alarm on Village Pines.
- Suspicious Person on 13 Mile.
- Traffic Enforcement at Beaconsfield and Riverside.
- Beverly Park closed for the night.
- Assisted Birmingham PD with a suspicious Vehicle on Kirkshire.
- Extra Patrol around Chelsea and Riverside.
- Extra Patrol at Woodside Athletic Club.
- Extra Patrol around Pierce and Beverly.
- Medical at Mission Point.
- Traffic Enforcement at 14 Mile and Southfield.
- Extra Patrol in Huntley Square Apartments.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Fairfax and Amherst.
- Suspicious Vehicle at 13 Mile and Sheridan.
- Extra Patrol around Riverside and Devonshire.
- Extra Patrol around Eastlady and Smallwood.
- Medical at Mission Point.

Fire and Emergency Medical Services

- 29 Medicals.
- 1 Wire Down.
- 1 Smoke Investigation.
- 1 odor Investigation.
- 1 Natural Gas Leak.
- 2 Fire Inspections.
- 2 Fire Truck Checks.
- 7 Fire Alarm responses.
- 50 Smoke Detectors were given out to residents.
- Oakland County Training Committee.
- VFIS Practical Driving Course for fire apparatus.
- 5 MFFTC courses finalized.

Detective Bureau and School Liaison

- SLO Balagna attended Groves Football Game.
- SLO Balagna attended Groves Homecoming Dance.
- SLO Balagna attended SWAT training in Grayling.
- SLO conducted welfare check on Groves High School student that missed school.
- SLO Balagna attended assisted Greenfield Principal with parent issue.
- Initial CSC investigation started.
- PSO Cazan took multiple reports at the desk.
- Multiple Subpoenas obtained for ID theft/Frauds.
- Sgt Baller Patrol Supervisor.
- Photo Lineup created for Retail Fraud-Ace Hardware.
- Sgt Baller attended High Risk Unified Command training at Auburn Hills.
- Court Innovations at 46th District Court.
- Conducted Photo Lineup with witness at Ace Hardware.
- Retail Fraud case sent to Oakland County Prosecutor.
- CCW case sent to Village Attorney for review.
- Sent Intel-Attempt to Identify suspects in Fraud throughout Metro Detroit area departments.
- Received subpoena information back from fraud case.
- Investigation started for ID theft/Forgery at Independent Bank.
- Sent Subpoena to Avis Budget Group-Rental Information.
- SLO Balagna school security detail at Groves High School.

- **What to do if you're billed for an SBA EIDL or PPP loan you don't owe**

- By Rosario Méndez, Attorney, Division of Consumer and Business Education, FTC September 26, 2023
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- Did you get a bill for a Small Business Administration Paycheck Protection Program (PPP) loan or COVID-19 Economic Injury Disaster Loan (EIDL) you never applied for? If the answer is yes, an identity thief probably used your personal information to get the loan. Here's how to report this problem and start the SBA review process to help you clear up any credit problems the identity theft may have caused.

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- **Step 1.** Report the identity theft to the Federal Trade Commission at IdentityTheft.gov.
-
- You'll get an FTC Identity Theft report and a personal recovery plan.
- Save a copy of your FTC Identity Theft Report. You'll need to submit it to the SBA.
- Follow the personal recovery plan to stop further misuse of your personal information and help repair the damage the identity theft caused.
-
- **Step 2.** Visit the SBA's website at sba.gov/idtheft.
-
- Follow the steps there to report the identity theft to the SBA. This step is required to start the SBA review process.
-
- **Step 3.** If the identity theft involved a PPP loan and you know the private lender that issued the loan, contact the lender, too.
-
- Explain that an identity thief used your personal information to get the PPP loan without your knowledge or authorization. Tell them the loan is fraudulent.
- Ask the lender to release you from the loan and to take all the steps needed to remove information about the loan from your credit files.
- Ask the lender to send you a letter explaining the actions it's taken.
- Write down who you spoke with and when. You may need to contact the lender again.
- Know that the lender may require a copy of your FTC Identity Theft Report and other documents. This sample letter can help you get things started.
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- For questions about COVID-19 EIDL identity theft, contact SBA COVID-19 EIDL Customer Service at 833-853-5638 or by email at IDTRecords@sba.gov
- For questions about PPP loan identity theft, contact the SBA by email at PPPIDTheftInquiries@sba.gov



HALLOWEEN HOOT!

SATURDAY, OCTOBER 28, 2023

6:00 - 8:00 PM

BEVERLY PARK

18801 BEVERLY ROAD, BEVERLY HILLS, MI 48025

**WEAR A COSTUME AND BRING A FLASHLIGHT FOR
TRICK-OR-TREATING AROUND THE FRIENDLY
HALLOWEEN HOOT TRAIL!**

THANKS TO OUR GENEROUS SPONSORS, THIS EVENT IS FREE TO ATTEND!

