

**Village of Beverly Hills
Regular Village Council Meeting
Tuesday, February 20, 2024**

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

**Zoom link: <https://us02web.zoom.us/j/83620880214>
Meeting ID: 836 2088 0214
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 joint Parks & Recreation/Council meeting held January 18, 2024.
2. Review and consider approval of **minutes** of a regular Council meeting held February 6, 2024.
3. Review and file **bills** recapped as of Monday, February 12, 2024.
4. Review and consider Platelet Disorder Support Association's **request** to waive pavilion rental fees on October 5, 2024 for ITP 5K fundraiser.
5. Review and consider Birmingham Public Schools' **request** to waive pavilion rental fees on September 28, 2024 for the annual 5th Grade Run.

Business Agenda

1. Review and consider Beverly Hills Little League's **request** to waive pavilion rental fees and sales restrictions for their Opening Day Celebration at Beverly Park on April 27, 2024.
2. Review and consider Parks & Recreation Board's **recommendation** to purchase AED for Beverly Park.
3. Review and consider **resolution** in opposition of a variance request for expanded pickleball courts at the Birmingham Country Club.
4. Review and consider approval of amended **site plans** for 31215 & 31201 Southfield Road.
5. Review and consider approval of **Project Agreement** for the Beverly Park Playground/Spark Grant.
6. Review and consider approval of a **proposal** for a street tree inventory from Davey Resource Group.

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.

7. Review and consider **resolution** to decertify 146 feet of Kinross Avenue from the Village's Act 51 Map.

Public Comments

Manager's **report**

Council comments

Adjournment

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

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

JOINT PARKS & RECREATION BOARD/VILLAGE COUNCIL MEETING MINUTES –
JANUARY 18, 2024 – PAGE 1

Present: Parks & Recreation Board: Chairperson Goodrich; Vice Chairperson Ross;
Members Bayless, Bresnahan, Borgon, Hausman, and Ruprich

Council: Abboud, Drummond, George, Hrydziuszko, Kecskemeti, and O’Gorman

Absent: Councilmember Mooney

Also Present: Village Manager, Campbell
Village Clerk/Assistant Village Manager, Rutkowski
Public Services Director, Johnston

Goodrich called the joint Parks & Recreation/Village Council meeting to order at 7:32 p.m. in the Council Chambers located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025.

APPROVE AGENDA

Motion by Bayless, second by Hausman, to approve the agenda as published.

Motion passed.

REVIEW AND CONSIDER APPROVAL OF REGULAR PARKS & RECREATION BOARD MINUTES OF MEETING HELD NOVEMBER 16, 2023

Motion by Hausman, second by Bayless, to approve the minutes of a regular Parks & Recreation Board meeting held November 16, 2023 as submitted.

Motion passed.

PUBLIC COMMENTS ON ITEMS NOT ON THE PUBLISHED AGENDA

None.

REVIEW AND CONSIDER SCHOOLS OFFER SUPPORT’S REQUEST TO WAIVE PAVILION RENTAL FEES ON OCTOBER 13, 2024 FOR A 5K FUNDRAISER

Administration received a request from Schools Offer Support (SOS) to host a 5K Run and Walk at Beverly Park and on Village streets on Sunday, October 13, 2024 from 7:00 a.m. to 11:00 a.m. to benefit the Birmingham Public Schools community. They have also requested to use the pavilion during this time and asked that the pavilion rental fees be waived. There are not any Village sponsored events scheduled at Beverly Park on this date. The waiver request form and a map of the route were provided for consideration.

Andee Gorbatoff was present on behalf of SOS and said the group is excited to host the event at Beverly Park for the first time.

Motion by Borgon, second by Bayless, the Beverly Hills Parks & Recreation Board recommends that Village Council approve the request from Schools Offer Support to hold a 5K Run/Walk on Sunday, October 13, 2024 from 7:00 a.m. to 11:00 a.m. This event will begin and end at the Beverly Park pavilion and they will utilize Village streets and sidewalks for the run. It is recommended that fees for use of the pavilion be waived for this

event provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.

Motion passed.

REVIEW AND CONSIDER APPOINTING MEMBERS TO THE BEVERLY PARK 2050 VISIONING JOINT SUBCOMMITTEE

Goodrich provided an overview. At their December 5, 2023 meeting, the Village Council created an ad-hoc joint subcommittee for the Beverly Park 2050 Visioning Project which consists of Council members George, Hrydziuszko, and Kecskemeti, and three members of the Parks & Recreation Board of their choosing. The purpose of the subcommittee is to seek community input, work together to develop a plan for the long-term benefit and improvement of Beverly Park, and deliver a final report for Council review and approval by September 17, 2024. The proposal that was presented to Council and an excerpt of the December 5th meeting minutes were provided for reference.

Borgon asked if a professional park planner is hired for this project, then could they also do work for the other parks. She said she does not want to lose focus on the other parks and Goodrich agreed.

George noted that this subcommittee is specific to Beverly Park. He said Beverly Park's needs are more complex and there are a lot of opportunities.

Bayless said it is great to show the community that we are taking an initiative to improve the parks. He said it is good to have a plan in place and it will set a standard or precedent for the other parks.

Kecskemeti said that it should be emphasized that the Village is using the parks millage as a tool to leverage additional grant funding.

Hrydziuszko said that the opportunity to work with a park planner will benefit the community as a whole and will make the volunteer Board's time more effective.

O'Gorman said he wants to be sure that the demographics of the community are well represented on the subcommittee.

Motion by Borgon, second by Ruprich, the Beverly Hills Parks & Recreation Board appoints members Bayless, Goodrich, and Ross to the Beverly Park 2050 Visioning Joint Subcommittee.

Motion passed.

DISCUSS PRIORITIES FOR BEVERLY GREEN

An updated concept design for Beverly Green was provided for the Board and Council's review. After input from residents, the Board asked that the parking spots be removed from the plan.

Resident and Landscape Architect George Ostrowski prepared the design and was present for the discussion. He noted the major changes from the last design were removal of parking spots and street trees along Beverly Road. He encouraged the Board to standardize some of the elements to tie all of the parks together. He recommended creating berms to help block sound and light from the neighbors.

There was discussion about the proposed berms. It was agreed that they would be a good feature to help block headlights. The berm would address the resident's noise and privacy concerns. Drummond suggested using the extra dirt from the Village's sidewalk project for the berms to save money.

Johnston noted that the ditches are currently used for drainage, so that would need to be addressed before adding berms in those locations.

Abboud said there should be consistency around the entire roundabout.

There was discussion about parking, or lack thereof. Hausman said Beverly Green should be promoted as a walk-to or bike-to park. There was discussion about creating permit parking for residents who neighbor the park.

Ruprich said a bike fixing station should be added.

Hausman said she thought too many trees were proposed on the design and the number should be reduced to prevent overcrowding.

There was discussion about the need for engineering work to be done before the project can be bid out and phased.

Kecskemeti suggested adding green infrastructure or a rain garden.

Ostrowski said he would put together a visual of a proposed berm to show the height before the next Parks & Recreation Board meeting.

The Board and Council thanked Ostrowski for his work and time.

REVIEW AND CONSIDER WAIVING SALES RESTRICTIONS AT BEVERLY PARK FOR 2024 VILLAGE EVENTS

Goodrich provided an overview. Per Chapter 6.03 of the Municipal Code, “[n]o amusement for gain or for which a charge is made can be conducted in a park without consent of the Village Council. . .”

The Parks & Recreation Board would like to have food trucks and other vendors at Village sponsored events in Beverly Park. Each year the Board has requested that the Village Council waive all sales restrictions at Beverly Park for any Village sponsored events in the calendar year such as Concerts in the Park, Movie in the Park, Read in the Park, Java & Jazz, Halloween Hoot, and Memorial Day.

Motion by Hausman, second by Borgon, the Beverly Hills Parks & Recreation Board recommends that the Village Council waive sales restrictions at Beverly Park for Village sponsored events in calendar year 2024.

Motion passed.

PUBLIC COMMENTS

Bill Ervin, Beverly Court, asked why trees were not planted at Beverly Green during the roundabout construction. He expressed concerns about headlights in his home's windows. He said that trees and screening should be the priority. He also suggested widening the road and adding parallel parking. He said he thinks the more privacy there is, the better it will be for the residents near Beverly Green.

David Tobaben, Orchard Way Court, suggested adding a wooden fence at Beverly Green so the berm does not eat up a lot of space. He noted installing a fence would be quicker than creating berms. Regarding the Beverly Park 2050 subcommittee, he said that perhaps 2050 is not the best year to aim for. He would like to know what is going to be done in the short term. He asked about the playground and said its installation is taking longer than anticipated.

ADMINISTRATION COMMENTS

Rutkowski stated that since the pavilion rental season has been extended for 2024, residents may begin making reservations on February 7th and non-residents may begin making reservations on March 6th. She reminded everyone that starting in February, the Parks & Recreation Board meetings will begin at 7:00 p.m.

Campbell thanked the Board and Council for their work. He said the DNR is working on the Project Agreement for the Beverly Park playground grant and that the Village is planning on a fall 2024 installation date.

COUNCIL COMMENTS

Abboud asked about communicating Beverly Green updates to residents. He provided a list of suggestions which included events to be held at Beverly Park such as Family Olympics, Family Treasure Hunt, and a Farmer's Market. He suggested adding more park signage and light pole banners. He suggested creating an opportunity for sponsorships on trash receptacle covers or picnic table umbrellas. He also said a golf cart should be purchased for the parks.

Drummond thanked George Ostrowski for his volunteer work for the community.

O'Gorman thanked the volunteer Board members. He said a lot of items on his previous lists have been taken care of already. He suggested having a dog park and adding electricity to the back of Beverly Park. He said parking at Douglas Evans should be revisited. He asked if there could be Hidden River waterway access from Riverside. He thinks the events at the park are great and said the concerts should occur more regularly. He also suggested hosting an Art in the Park event.

Hrydziusko said the parks and the events have come a long way. She said there is not a lot of room or time to add more events. She said she would like to see electricity and a stage in the back of Beverly Park. She said the Village has brought in \$600,000 on top of millage dollars, which is great. She thanked the Board for enhancing what we already have.

Kecskemeti echoed previous comments and said she appreciates the volunteers. She thinks the Beverly Park 2050 Visioning Project will be a great exercise. She said a parking lot at Douglas Evans should be put back on the radar. She stated that the work the Parks & Recreation Board does adds to the quality of life in the Village.

George agreed that there should be parking at Douglas Evans because it is along a dangerous stretch of road. He said he is looking forward to developing the Visioning Plan for Beverly Park and getting more granular in the plans. He said there was a trade off in accepting the grant money for the playground and pushing the installation date back. He said Beverly Green has been progressing well over the last couple of years. He said he is looking forward to the Java and Jazz shows this year.

BOARD COMMENTS

Ross asked Administration to look into what it would take to power electricity to the back of Beverly Park.

Hausman said the call for sculptors for the 2024 Sculptures in the Parks program is out and so far, three applications have been received. She suggested that perhaps a local physician could sponsor an AED purchase for Beverly Park.

Bayless thanked the Board members for their work. He thanked Hausman for all of her work on Memorial Day and other events. He said he is happy to drop off notifications or updates to Beverly Green neighbors. He said he is excited to work on the Beverly Park Visioning Plan and to break it down into manageable pieces.

Borgon commented on the plans to install sidewalks near Douglas Evans. She thanked Council for coming to the meeting and supporting the Board. She thanked the Board for their continued work.

Bresnahan thanked the Council. She said she is still working on getting quotes for cameras and a sound system at Beverly Park.

Ruprich thanked Administration, Council, and the Board. She said she is excited for the Beverly Green development. She said food trucks are already committing for upcoming events. She asked about an opinion regarding a free license for electronic donations.

Goodrich thanked Ostrowski for his work on the Beverly Green design. He said the Board meetings will have a 7:00 p.m. start time going forward. He thanked Council, Administration, and DPW. He thanked Johnston for his work getting the pavilion roof and bathrooms updated. He said 2024 will be a great year.

ADJOURNMENT

JOINT PARKS & RECREATION BOARD/VILLAGE COUNCIL MEETING MINUTES –
JANUARY 18, 2024 – PAGE 6

The meeting was adjourned at 9:46 p.m.

John George
Council President

Matt Goodrich
Parks & Recreation
Chairperson

Kristin Rutkowski
Village Clerk

REGULAR COUNCIL MEETING MINUTES – FEBRUARY 6, 2024 – PAGE 1

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

Absent: President George

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

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENTS

None.

PUBLIC COMMENTS

None.

CONSENT AGENDA

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

1. Review and consider approval of minutes of a regular Council meeting held January 16, 2024.
2. Review and consider approval of minutes of a special Council meeting held January 20, 2024.
3. Review and file bills recapped as of Monday, January 29, 2024.
4. Set public hearing for March 5, 2024 to receive comments on the Special Assessment Roll for the Southfield Road Business District.

Roll Call Vote:

Motion passed (6-0)

BUSINESS AGENDA**REVIEW AND CONSIDER SCHOOLS OFFER SUPPORT’S REQUEST TO HOST A 5K AT BEVERLY PARK AND ON VILLAGE STREETS ON OCTOBER 13, 2024**

Campbell gave an overview. Administration received a request from Schools Offer Support (SOS) to host a 5K Run and Walk at Beverly Park and on Village streets on Sunday, October 13, 2024 from 7:00 a.m. to 11:00 a.m. to benefit the Birmingham Public Schools community. They have also requested to use the pavilion during this time and asked that the pavilion rental fees be waived. There are not any Village sponsored events scheduled at Beverly Park on this date. This would be the first year that SOS hosts its 5K in Beverly Hills.

At the January 18, 2024 Joint Parks & Recreation Board/Village Council meeting, the Board recommended that the Council approve SOS's request. The waiver request form and a map of the route were provided for consideration.

Motion by O'Gorman, second by Kecskemeti, be it resolved, the Village Council approves the request from Schools Offer Support to hold a 5K Run/Walk on Sunday, October 13, 2024 from 7:00 a.m. to 11:00 a.m. This event will begin and end at the Beverly Park pavilion and they will utilize Village streets and sidewalks for the run. Be it further resolved, fees for the use of the pavilion shall be waived for this event provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.

Roll Call Vote:

Motion passed (6-0)

REVIEW AND CONSIDER PARKS AND RECREATION BOARD'S RECOMMENDATION TO WAIVE SALES RESTRICTIONS AT VILLAGE SPONSORED EVENTS IN 2024

Campbell provided an overview. Per Chapter 6.03 of the Municipal Code, "[n]o amusement for gain or for which a charge is made can be conducted in a park without consent of the Village Council. . ."

The Parks & Recreation Board would like to have food trucks and other vendors at Village sponsored events in Beverly Park. Each year the Board has requested that the Village Council waive all sales restrictions at Beverly Park for any Village sponsored events in the calendar year such as Concerts in the Park, Movie in the Park, Read in the Park, Java & Jazz, Halloween Hoot, and Memorial Day.

At their January 18, 2024 meeting, the Board recommended that the Village Council waive sales restrictions at Beverly Park for Village sponsored events in calendar year 2024.

Motion by Kecskemeti, second by O'Gorman, be it resolved, the Beverly Hills Village Council waives sales restrictions at Beverly Park for Village sponsored events in calendar year 2024.

Roll Call Vote:

Motion passed (6-0)

DISCUSS AMENDED PLANS TO INSTALL PICKLEBALL COURTS AT THE BIRMINGHAM COUNTRY CLUB

Campbell provided a summary. In the summer of 2022, the Birmingham Country Club proposed adding pickleball courts to its racquet area at the front of the club. The racquet area and the location of the proposed pickleball courts are directly across from the Village of Beverly Hills residents on Saxon Drive. Many of these residents have met with the Club and appeared before the Village Council. Previously, they presented a signed petition in opposition of the pickleball expansion. They have expressed concerns regarding noise and potential parking problems associated with the pickleball expansion. In the subsequent year, the Club has presented amended

plans to the Township. The Township asked their engineering firm, HRC, for a sound study and their traffic engineers at Fishbeck for a parking study. HRC indicated that the noise mitigation measures are not sufficient, and the noise of pickleball playing will constitute a nuisance to the neighbors to the south, which are Beverly Hills residents along Saxon Drive. The traffic engineers stated that the parking in the current, amended plan is insufficient to meet the Township's standards.

The Club is requesting three variances, including a variance to reduce the front setback substantially, moving the pickleball courts closer to Saxon Drive and the Beverly Hills residents. The residents maintain that the Club cannot meet the Township's standards for obtaining a variance, specifically that the variance is fair to other property owners and that the need for the variance is self-created. Further, the residents maintain that the special land use should not be expanded because the Club does not manage its current racquet facilities properly in contravention of promises made to the neighboring residents and various Township boards.

The Village of Beverly Hills Council cannot take any direct action regarding a matter before Bloomfield Township. The residents are requesting Beverly Hills take formal action to oppose the proposed variances from the Village of Beverly Hills. The relevant portions of the applications to the Township, proposed plans for the pickleball expansion, various reports related to the applications from the applicant, the Township and its consultants were provided to the Council for review. Also provided was a potential resolution for discussion. The City of Birmingham administration indicated to the Village they will be forwarding a letter to Bloomfield Township.

Several residents who reside near the Country Club were in attendance at the meeting.

Peter Webster, Balmoral, clarified that initially the paddleball courts had been improved, not pickleball, and the biggest difference is the noise. He commented on the Club's accessory structure, which neighbors refer to as the "party hut." He said that the Club has two variance requests, which are entirely self-created. He stated that the Club is trying to put pickleball courts where they promised they would not put paddleball courts. He said pickleball creates a lot of noise and is a nuisance. He said the Club has not mitigated any noise or parking issues and he believes they are acting in bad faith. He asked for the Council's support and asked them to voice opposition to Bloomfield Township on the variance requests.

Chris Sarver, Saxon, said the Club converted tennis courts to pickleball courts and the proposal before the Board is an expansion. She said the courts are used pretty much all year round. She noted that the Club needs more parking spaces. She said the plans show a path for shuttling members, which does not currently exist. She asked for the Council's help and support.

Molly Drake, Riverside, said that the Village Council holds a lot of weight and thinks Bloomfield Township would be more apt to respond to the Council. She said the Township is not listening to or hearing the neighbors' concerns and she feels disrespected. She asked the Council to be an advocate for the residents.

Kecskemeti asked about the Township's noise ordinance and enforcement.

Abboud asked about recourse and next steps.

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

Drummond inquired about previous variances that have been granted.

Campbell asked for the sense of Council to move forward with the proposed resolution at the next meeting. The sense of Council was to move forward with the resolution on behalf of the residents with some double-checking needed first.

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Curbside Chipping - There are still branches down throughout the Village due to the heavy snow from the storm. DPW will continue picking up branches through next week. Please have all branches out at your curb as soon as possible.

Winter Taxes - As a reminder to residents, winter taxes are due to Southfield Township by February 14, 2024 without penalty. Please refer to the back of your tax bill for more information or contact Southfield Township at 248-540-3420.

Pavilion Reservations - Residents may begin making Beverly Park pavilion reservations on Wednesday, February 7. Reservations can be made in person at the Village office during regular business hours (8:00 am - 4:30 pm). Please bring your ID. The Village accepts cash, check, money order, and credit card payments. Please note, if you pay with a card, a 3% non-refundable convenience fee will be added.

Drone Class and Training - Sgt. Danielson, Neil Johnston, and the Code Enforcement officer attended drone training offered by MMRMA last week. The course covered the FAA rules and regulations needed to pilot small UAS (unmanned aircraft) and incorporated practical, hands-on remote drone coaching. The village could use drone functions in many ways. Public Safety could take video accident scenes, find hot spots at structure fires, and locate missing persons or animals. Code Enforcement could use it to address violations that would otherwise be overlooked. Public Services could utilize a drone to complete different types of geographical/topographical surveys or perform inspections of roof and towers. Overall, a drone would be a good tool for the Village to have in its toolbox.

Public Safety Recognition - Oakland County Medical Control Authority recognized Officers Jon-Paul Kraft-Goltz, William Brewster, and Mark Evans for providing exceptional patient care and completing outstanding documentation for a medical incident that occurred on July 7, 2023.

In addition, the Authority awarded Sgt. Jeffrey Moore and officers Jeremy Thomas and Mark Evans for their exceptional patient care and completing outstanding documentation for a medical incident that occurred on September 24, 2023. The Authority presented the awards to our Public Safety Officers and Sergeant on January 25, 2024. I would like to thank all of them for their good work and service to the Village of Beverly Hills.

Planning Commission Annual Report - The Planning Commission approved the 2023 Annual Report at its January meeting. That report is included in the meeting packet for Council's review.

The joint Council/Planning Commission meeting will be held on Wednesday, February 14 at 7:30 p.m. in the Village Council Chambers.

Kecskemeti expressed concerns about the drone and privacy and asked that a written policy be drafted before the drone is put to use.

COUNCIL COMMENTS

Abboud said that SEMCOG's Road Safety Project applications are due on March 1st. He attended the MML Elected Officials Academy event and said it was very informative. He reminded everyone that Next's fundraiser, Birmingham's Big Night Out, is on April 4th and will help with Next's move to the YMCA. He said the sign subcommittee will be meeting later this week and noted that some of the posts for the welcome signs are still in good shape. He said he spoke to local businesses and suggested that a subcommittee be formed to engage businesses and brainstorm ideas.

Hrydziusko provided an update from the Beverly Park 2050 Visioning subcommittee, noting that they would like to hire a professional park planner. She thanked the Public Safety Department for their quick response time on calls.

ADJOURNMENT

Motion by Mooney, second by Abboud, to adjourn the meeting at 8:27 p.m.

Motion passed.

Racheal Hrydziusko
Council President Pro-Tem

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 01/30/2023 THROUGH 02/12/2024.

ACCOUNT TOTALS:

101	GENERAL FUND	\$62,450.84
202	MAJOR ROAD FUND	\$19,885.90
203	LOCAL STREET FUND	\$10,482.47
205	PUBLIC SAFETY DEPARTMENT FUND	\$118,565.17
592	WATER/SEWER OPERATION FUND	\$58,637.24
	TOTAL	<u>\$270,021.62</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$270,021.62</u>
	GRAND TOTAL	<u><u>\$270,021.62</u></u>

02/08/2024 03:08 PM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 01/30/2024 - 02/12/2024

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
02/12/2024	COM	88235	60217	AMAZON CAPITAL SERVICES	666.84
02/12/2024	COM	88236	59125	APPRIVER, LLC	418.08
02/12/2024	COM	88237	60903	APWA - DETROIT METRO BRANCH	70.00
02/12/2024	COM	88238	51802	ARROW OFFICE SUPPLY CO.	200.52
02/12/2024	COM	88239	02000	BADGER METER INC	577.36
02/12/2024	COM	88240	51409	BEVERLY HILLS ACE	206.92
02/12/2024	COM	88241	50489	BOB ADAMS TOWING	110.75
02/12/2024	COM	88242	50822	BS&A SOFTWARE	2,039.00
02/12/2024	COM	88243	49980	C&G PUBLISHING	140.00
02/12/2024	COM	88244	58959	CADILLAC ASPHALT, LLC	762.75
02/12/2024	COM	88245	59347	CINTAS CORPORATION #31	174.46
02/12/2024	COM	88246	50392	CITY OF BIRMINGHAM	89,018.50
02/12/2024	COM	88247	59323	CLEANNET	858.00
02/12/2024	COM	88248	51439	COMCAST	248.00
02/12/2024	COM	88249	04500	COMEAU EQUIPMENT CO INC.	34,296.92
02/12/2024	COM	88250	58648	CTS-COMPANIES	457.75
02/12/2024	COM	88251	51052	DELL MARKETING L.P.	2,433.00
02/12/2024	COM	88252	52025	DETROIT SALT COMPANY	5,475.13
02/12/2024	COM	88253	58748	DEWOLF & ASSOCIATES	825.00
02/12/2024	COM	88254	51385	DTE ENERGY	9,780.15
02/12/2024	COM	88255	60189	EGLE	3,000.00
02/12/2024	COM	88256	60764	FRONT LINE SERVICES, INC.	426.20
02/12/2024	COM	88257	60618	GRATITUDE STEEL BAND	200.00
02/12/2024	COM	88258	58950	HYDROCORP	346.00
02/12/2024	COM	88259	59839	J.C. EHRLICH	63.39
02/12/2024	COM	88260	39070	J.H. HART URBAN FORESTRY	1,415.01
02/12/2024	COM	88261	60845	JONES & BARTLETT LEARNING, LLC	528.28
02/12/2024	COM	88262	60497	KONE CHICAGO	241.44
02/12/2024	COM	88263	59541	LAW ENFORCEMENT SEMINARS, LLC.	425.00
02/12/2024	COM	88264	51792	LEXISNEXIS RISK SOLUTIONS	200.00
02/12/2024	COM	88265	59330	MIKE SAVOIE CHEVROLET	3,810.40
02/12/2024	COM	88266	51540	O'REILLY AUTO PARTS	75.96
02/12/2024	COM	88267	59735	OAKLAND COMMUNITY COLLEGE/CREST	3,600.00
02/12/2024	COM	88268	50830	OAKLAND COUNTY TREASURER'S	2,157.00
02/12/2024	COM	88269	16100	ROAD COMMISSION FOR OAKLAND	2,228.00
02/12/2024	COM	88270	16500	S.O.C.R.R.A.	38,488.00
02/12/2024	COM	88271	16600	S.O.C.W.A.	47,327.44
02/12/2024	COM	88272	59366	SLC METER, L.L.C.	1,560.52
02/12/2024	COM	88273	38145	SOUTHFIELD POSTAL SERVICE	661.78
02/12/2024	COM	88274	17700	SUNSET MAINTENANCE SERVICE	1,200.00
02/12/2024	COM	88275	31043	THOMAS J RYAN PC.	8,000.00
02/12/2024	COM	88276	53564	WEX BANK	5,016.11
02/12/2024	COM	88277	53572	WOW! BUSINESS	291.96

COM TOTALS:

Total of 43 Checks:	270,021.62
Less 0 Void Checks:	0.00
Total of 43 Disbursements:	270,021.62



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: ITP 5K at Beverly Park on October 5, 2024

Date: February 16, 2024

Administration received a request on behalf of the Platelet Disorder Support Association to hold their annual ITP 5K Walk at Beverly Park on Saturday, October 5, 2024. ITP, or immune thrombocytopenia, is a blood disorder that can lead to easy or excessive bruising and bleeding. The bleeding results from unusually low levels of platelets, which are the cells that help blood clot. The Platelet Disorder Support Association is dedicated to enhancing the lives of people with ITP and other platelet disorders through education, advocacy, research, and support.

The Parks & Recreation Board and Village Council have approved a 5K request from this group for the past three years and it is a successful event, growing each time.

The group is requesting to hold their 5K at Beverly Park from 9:00 a.m. to 12:00 p.m. and are requesting that the pavilion rental fees be waived. There are no scheduling conflicts. A copy of the request form is attached for review and consideration.

At their February 15, 2024 meeting, the Parks & Recreation Board recommended that the Village Council approve this request.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council approves the request from the Platelet Disorder Support Association to hold the ITP 5K at Beverly Park on Saturday, October 5, 2024 from 9:00 a.m. to 12:00 p.m. and waives the pavilion rental fees during that time provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's office prior to the event.



Beverly Park Pavilion Rental Fee
Waiver Request Form

Organization Platelet Disorder Support Association Contact Name Tracey Parker / Mary Beth Parks - Village B14 resident
Address 420 Lewis Cr.
City, State, Zip Birmingham MI 48009
Phone Number 248 797-8786 Email Address parkertracey40@gmail.com

Select one:

☒ Non-Profit ☐ Public School ☐ Other _____

Tax ID Number 22-3611011

Date of Event Saturday Oct. 5 2024

Time of event 9 a.m./p.m. to 12 a.m./p.m.

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m.
Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot.

Number of attendees 60 (maximum 150)

Tell us about your event and how it benefits the community:

Pump it up for Platelets Walk to raise money for ITP research & education. For many patients this is the 1st time they will meet someone else w/ this disease

Is your event open to the public? ☒ Yes ☐ No

Please attach any supporting documents, such as a 5K route. Will just do the wooden path



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: 2024 BPS 5th Grade Run

Date: February 16, 2024

Administration received a request from Birmingham Public Schools Athletic Department to host the annual 5th Grade Run at Beverly Park on Saturday, September 28, 2024 from 9:00 a.m. to 10:00 a.m. They have also requested to use the pavilion during this time and asked that the pavilion rental fees be waived.

There are not any Village sponsored events scheduled at Beverly Park on this date. The waiver request form is attached for consideration.

At their February 15, 2024 meeting, the Parks & Recreation Board recommended that the Village Council approve BPS's request.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the request from Birmingham Public Schools to host the annual 5th Grade Run at Beverly Park on Saturday, September 28, 2024 from 9:00 a.m. to 10:00 a.m. provided that the route does not cut through the ball fields at Beverly Park. Be it further resolved that the fees for use of the pavilion shall be waived for this event provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.



Beverly Park Pavilion Rental Fee
Waiver Request Form

Organization BIRMINGHAM Contact Name DEREK DIGIOVANNI
PUBLIC SCHOOLS
Address _____

City, State, Zip _____

Phone Number 248 229 9371 Email Address ddigiovanni@gmail.com

Select one:

☐ Non-Profit ☒ Public School ☐ Other _____

Tax ID Number _____

Date of Event 9/28/24

Time of event 9 a.m./p.m. to 10 a.m./p.m.

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m.
Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot.

Number of attendees 100 (maximum 150)

Tell us about your event and how it benefits the community:

IT IS A RUN (1 MILE) THAT WE DO FOR
ALL OF THE 5TH GRADERS IN BPS
SCHOOLS.

Is your event open to the public? ☐ Yes ☒ No

Please attach any supporting documents, such as a 5K route.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Beverly Hills Little League Opening Day Celebration

Date: February 16, 2024

Administration received a request from the Beverly Hills Little League (BHLL) to host its annual Opening Day celebration at Beverly Park on Saturday, April 27, 2024 from 9:00 a.m. to 3:00 p.m. They have requested to use the pavilion during this time and asked that the pavilion rental fees be waived.

Additionally, the BHLL would like to have a food truck on site and has requested that sales restrictions be waived to allow for that. Per Chapter 6.03 of the Municipal Code, “[n]o amusement for gain or for which a charge is made can be conducted in a park without consent of the Village Council.” The BHLL asked to note that “the food truck is not selling food, just distributing food to attendees at the Opening Day celebration.”

There are not any Village sponsored events scheduled at Beverly Park on this date. While the event is aimed at BHLL participants and their families, the event organizers will not turn members of the public away from the festivities. The waiver request form is attached for review and consideration.

The BHLL representative noted that “BHLL is a registered 501c3 charitable organization and we appreciate the ongoing partnership between us and the Village.”

At their February 15, 2024 meeting, the Parks & Recreation Board recommended that the Council approve the Beverly Hills Little League’s requests.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council approves the request from the Beverly Hills Little League to host the BHLL Opening Day celebration at Beverly Park on Saturday, April 27, 2024 from 9:00 a.m. to 3:00 p.m. It is recommended that fees for use of the pavilion be waived for this event provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk’s Office prior to the event. Be it further resolved, the Village Council waives the sales restrictions (Section 6.03 of the Municipal Code) to allow a food truck to be on site during the celebration, provided that the vendor submits a Certificate of Liability Insurance naming the Village as an additional insured to the Clerk’s Office prior to the event.



Beverly Park Pavilion Rental Fee

Waiver Request Form

Organization

BHLL (Beverly Hills Little League)

Contact Name

Sharon Lamb

Address

30451 Embassy St.

City, State, Zip

Beverly Hills MI 48025

Phone Number

586-295-0413

Email Address

sharonlamb@gmail.com

Select one:

☒ Non-Profit

☐ Public School

☐ Other

Tax ID Number

27-0239766

Date of Event

April 27th

Time of event

9:00 a.m./p.m. to 3:00 p.m./p.m.

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m.

Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot.

Number of attendees

150

(maximum 150)

Tell us about your event and how it benefits the community:

Opening Day Celebration for BHLL families and players

Is your event open to the public?

☒ Yes ☒ No

Please attach any supporting documents, such as a 5K route.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

CC: Jeffrey Campbell, Village Manager; Richard Torongeau, Public Safety Director

Subject: AED for Beverly Park

Date: February 16, 2024

The Parks & Recreation Board has had discussions about installing an automated external defibrillator, or AED, at the Beverly Park pavilion. Given the number of people who visit Beverly Park, the Board agreed that it is in the best interest of the public to have an AED on site in case of an emergency. The Board recognized that they would need to rely on the expertise of the Public Safety Department to select the appropriate device, case, and installation location.

At their February 15, 2024 meeting, the Board recommended that the Village Council allocate funding not to exceed \$2,500.00 for the purchase and installation of an AED at the Beverly Park pavilion for the safety of the public.

Suggested Resolution:

The Beverly Hills Village Council authorizes the purchase of an automated external defibrillator (AED) to be installed at the Beverly Park pavilion in an amount not to exceed \$2,500.00.



To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Date: February 16, 2024

RE: Birmingham Country Club Pickleball Expansion

As noted at the February 6, 2024 Council meeting, the Birmingham Country Club submitted amended plans to Bloomfield Township, proposing the addition of pickleball courts to its racquet area at the front of the club. The racquet area and the location of the proposed pickleball courts are directly across from the Village of Beverly Hills residents on Saxon Drive. Many of these residents have met with the Club and appeared before the Village Council. Previously, they presented a signed petition in opposition of the pickleball expansion.

The Township asked their engineering firm, HRC, for a sound study and their traffic engineers at Fishbeck for a parking study. In January of 2024, HRC sent a letter to the Township, stating that the proposed noise mitigation measures are not sufficient, and the noise of pickleball playing will constitute a nuisance to the neighbors to the south, which are Beverly Hills residents along Saxon Drive. The traffic engineers stated that the parking in the current, amended plan is insufficient to meet the Township's standards.

The Club is requesting three variances, including a variance to reduce the front setback substantially, moving the pickleball courts closer to Saxon Drive and the Beverly Hills residents. The residents maintain that the Club cannot meet the Township's standards for obtaining a variance, specifically that the variance is unfair to other property owners and that the need for the variance is self-created. Further, the residents maintain that the special land use should not be expanded because the Club does not manage its current racquet facilities properly in contravention of promises made to the neighboring residents and various Township boards.

The Village of Beverly Hills Council cannot take any direct action regarding a matter before Bloomfield Township. The residents are requesting Beverly Hills take formal action to oppose the proposed variances from the Village of Beverly Hills. Attached is a resolution for Council's review and consideration.



**RESOLUTION OPPOSING BIRMINGHAM COUNTRY CLUB'S
VARIANCE REQUESTS FOR PICKLEBALL COURT EXPANSION**

WHEREAS, the Birmingham Country Club ("Club") desires to expand their racquet facilities by adding several pickleball courts on their property;

WHEREAS, the Club is located on 1750 Saxon Drive within Bloomfield Township, MI;

WHEREAS, the Club wants to put the pickleball courts in close proximity to Village of Beverly Hills's residents living on Saxon Drive;

WHEREAS, the Club has applied to expand their existing special land use to install these pickleball courts,

WHEREAS, the Club has also applied for site plan review to install the pickleball courts at the Club;

WHEREAS, the Club will need to obtain several variances from the Township, including a request to locate the courts within 109 feet of residential properties on Saxon Drive instead of the required 200 feet under the Township Ordinances;

WHEREAS, the Club applied to the Bloomfield Township Zoning Board of Appeals to obtain said variances;

WHEREAS, many neighboring Village residents strongly oppose the Club's proposed pickleball expansion as evidenced by the petition in opposition; and

THEREFORE, BE IT RESOLVED, The Beverly Hills Village Council opposes the Birmingham Country Club's request for a Zoning Variance, Special Land Use Amendment and/or Site Plan Review in furtherance of the Club's proposed pickleball expansion. The Village opposes the Club's Pickleball Expansion for the following reasons:

1. The Club's proposed pickleball expansion negatively impacts the Village residents by causing noise that even the Township's engineer states will be a nuisance for neighbors as and not having enough parking for all Club activities in contravention of Bloomfield Township standards.
2. The Club's proposed pickleball expansion is not based on any practical difficulty.

3. Compliance with the Bloomfield Township ordinances would not be unduly burdensome;
4. Allowing expansion of non-conforming uses would work an injustice and hardship on the neighbors, including Village residents.
5. There are no unique circumstances that warrant an expansion of the non-conforming use.
6. The need for the required zoning variances is self-created.

Further, the Village requests that Bloomfield Township and its Planning and Zoning bodies consider the effect and potential harms to Beverly Hills' residents and the noted parking, noise and operational concerns related to the Club's racquet facilities and the proposed pickleball expansion.

AYES:

NAYS:

ABSENT:

Passed and approved on this ____ day of February 2024.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Beverly Hills Village Council, Oakland County, Michigan, on the ____ day of February 2024, the original of which is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of February 2024.

Kristin Rutkowski, Village Clerk



**To: Honorable Village President John George and Village Council Members
Jeff Campbell, Village Manager**

From: Mark Stec, Planning & Zoning Administrator

Date: 2/15/24

RE: PC Case 24-01-01_Site Plan Review_31215 & 31201 Southfield Road

At its January 24, 2024, meeting the Planning Commission passed a motion (8-0) to recommend approval of the attached site plan for improvements to the shopping center and Market Fresh building site located at the northwest corner of 13 Mile and Southfield Road. Site plans for this site were previously approved by the Village Council at its July 5, 2023, meeting. The current plans include the following revisions to the plans approved in July:

- The northern addition is combined into a single 3,594 single unit for a new restaurant user
- Revised brick colors for portions of the east and north facades of the proposed addition
- The canopy of the addition has been lowered to be in line with the canopy to the south
- Additional windows and a man door have been added to the northern elevation of the addition

The January 24, 2024, Planning Commission recommendation was conditioned upon compliance with the following items being addressed prior to consideration of final approval:

1. The plans are revised to address the following items:
 - a. Additional wall lighting is provided on the north façade of the building addition.
 - b. A revised photometric plan accounting for the additional wall lighting is provided.
 - c. Any proposed outdoor seating in front of the buildings is shown on the plan
 - d. Include the number of shared parking spaces on the northern parking lot under separate ownership in the parking calculation table.
 - e. A striped cross walk from the carryout door on the restaurant addition to the northern parking area is provided.
2. Approval of the plans is subject to final engineering and Department of Public Services approval

The items of condition 1 above relating to revisions to the plans have been met in the attached plans dated 1/31/24. The complete engineering and public services reviews will occur at the time construction permit applications have been submitted for review.

Action Requested

Per Section 22.08.290 “Site Plan Review” of the Village Zoning Ordinance, Village Council has final approval authority over proposed site plans. The Village Council is being requested to consider final approval of the proposed site plans. The plans have been reviewed by the Village Planning consultant who has provided the attached letter dated 2/15/24 confirming that the conditions included in the January 24, 2024, Planning Commission recommendation have been met. Also included are the May 24, 2023, HRC engineering review and the April 14, 2023, Department of Public Safety review reports. Both the engineering and the Public Safety reports are from the previous approval. However, the nature of the current proposed revisions do not appear to impact anything that would be included in either of the reviews.

Should the Village Council decide to approve the proposed site plans, the following resolution is provided:

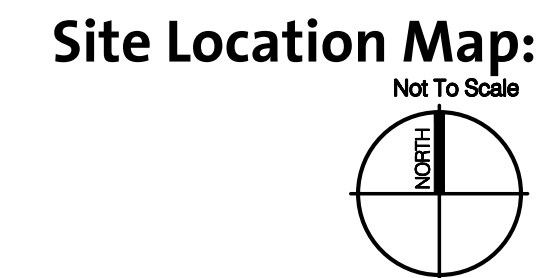
Be it resolved that the Village Council approves PC Case 24-01-01 Site Plan Review for improvements to the property consisting of 31215 & 31201 Southfield Road. This approval is based on compliance with the following conditions:

1. The two parcels (31215 & 31201 Southfield Road) are combined into a single parcel
2. The plans are subject to final engineering review and approval
3. The approved plans replace the previously approved plans for PC Case 23-03-02

Attachments

- **January 31, 2024 site plan**
- **February 15, 2024 Safebuilt Planning Review Report**
- **May 24, 2023 HRC Engineering Review Report**
- **April 14, 2023 Department of Public Safety Review Report**

A
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B
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C
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D
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E
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F
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G
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H



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

A

B

C

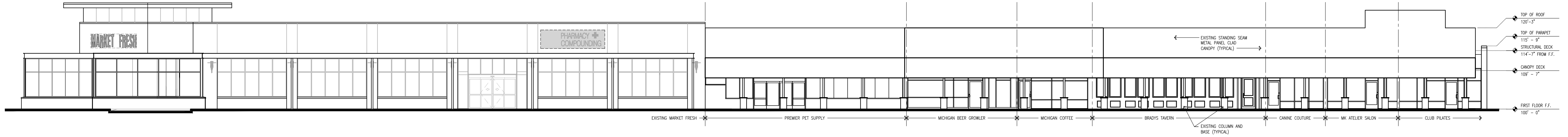
D

E

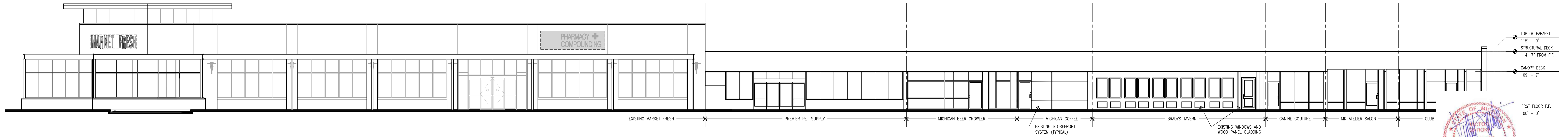
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G

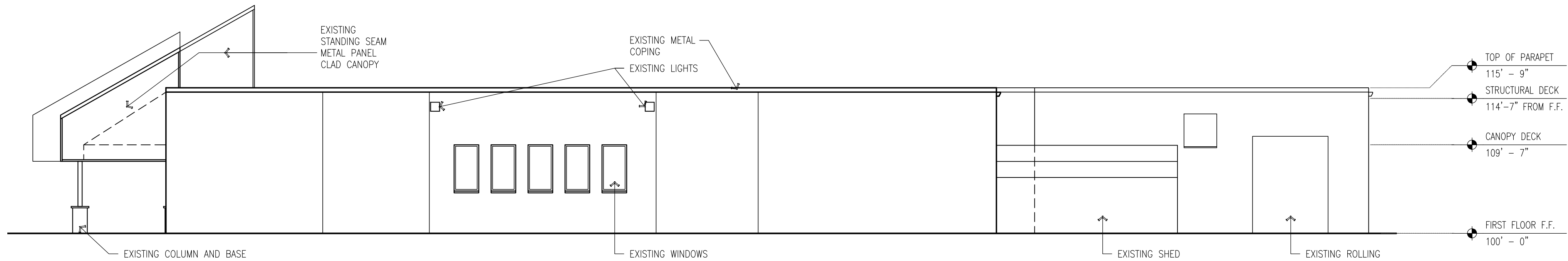
H



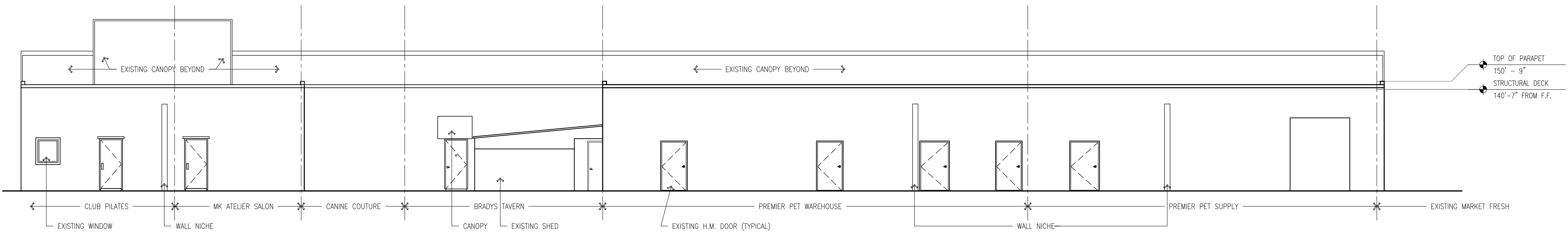
C6 Existing East Elevation
SCALE: Not to Scale



E6 Existing East Elevation - No Canopy Shown
SCALE: Not to Scale



F6 Existing North Elevation
SCALE: 1/8" = 1'-0"



H6 Existing West Elevation
SCALE: 1/8" = 1'-0"



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Market Fresh Shopping
Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date: **Issued For:**
2023-03-10 SITE PLAN APPROVAL
2023-05-05 SITE PLAN APPROVAL
2023-06-14 SITE PLAN APPROVAL
2024-01-10 SITE PLAN APPROVAL
2024-02-02 SITE PLAN APPROVAL

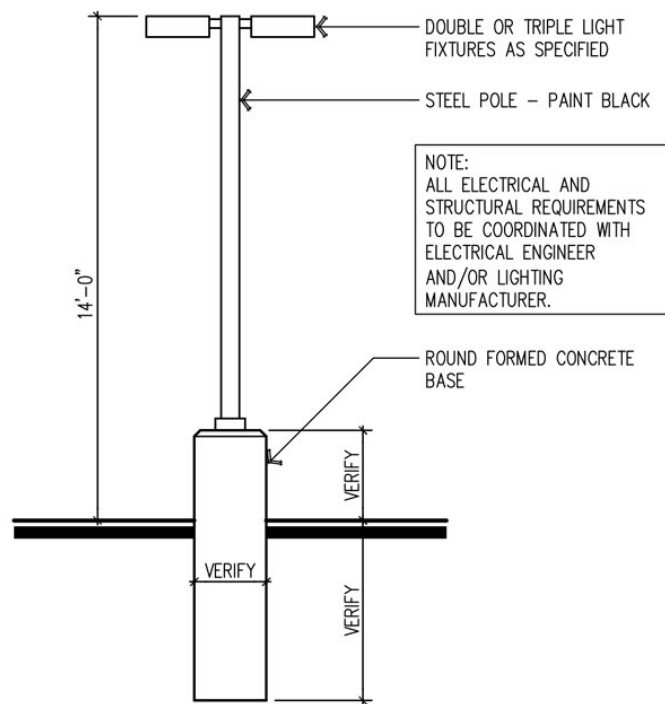
Sheet No.:
XA200
EXISTING ELEVATIONS

A
B
C
D
E
F
G
H

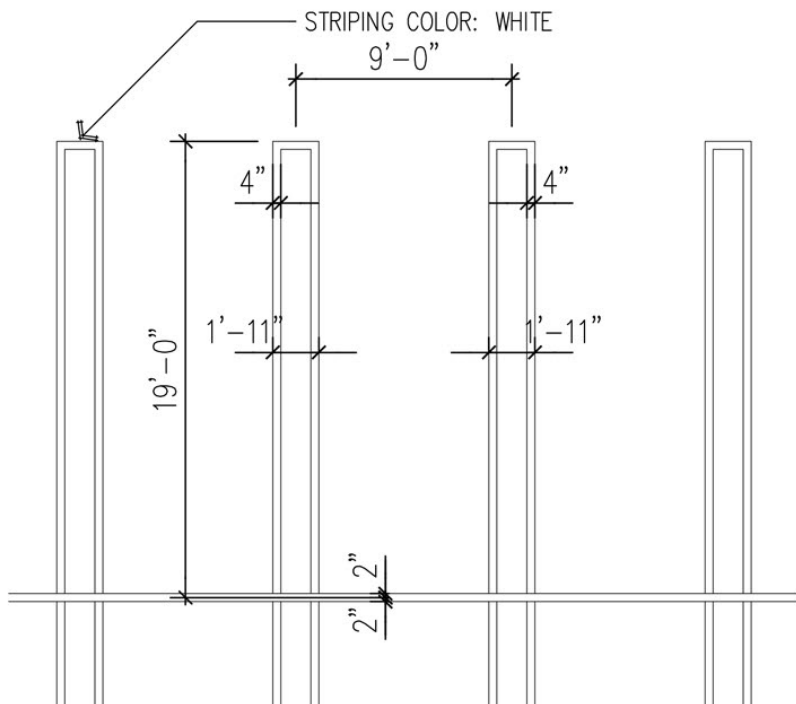
LANDSCAPE SCHEDULE						
PLANT TYPE	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
Shrubs	TMT	59	Taxus x media 'Tauntonii' or 'Wardii'	Taunton or Ward's Yew	36"	Space 36" O.C.
Deciduous Trees	GTS	12	Gleditsia Triacanthos 'Skyline'	Skyline Honeylocust	3" caliper	Within Property Installation / Full Heads
Ornamental Grass	OG	119	Hakonechola Macra	Japanese Forest Grass	18"-24"	Within Property Installation
Grass	SOD	V.I.F.	Finegrade, fertilize and sod (Class 'A' Blended Bluegrass Sod) on a minimum 3" imported screened topsoil			
NOTE IRRIGATION SYSTEM TO BE PROVIDED FOR ALL LANDSCAPED AREAS.						

GENERAL NOTES

- IF BUILDING ILLUMINATION IS PROVIDED, IT SHALL BE MOUNTED TO PROPOSED LIGHT POLES, ON A SEPARATE TIMER TO REGULATE THE HOURS OF ILLUMINATION.
- PLANS WILL COMPLY WITH ALL ENGINEERING DEPARTMENT REQUIREMENTS.



B6
A050
Typical Site Lighting Fixture Detail
SCALE: 1/8" = 1'-0"



B7
A050
Typical Parking Layout
SCALE: 1/8" = 1'-0"

MARKET FRESH

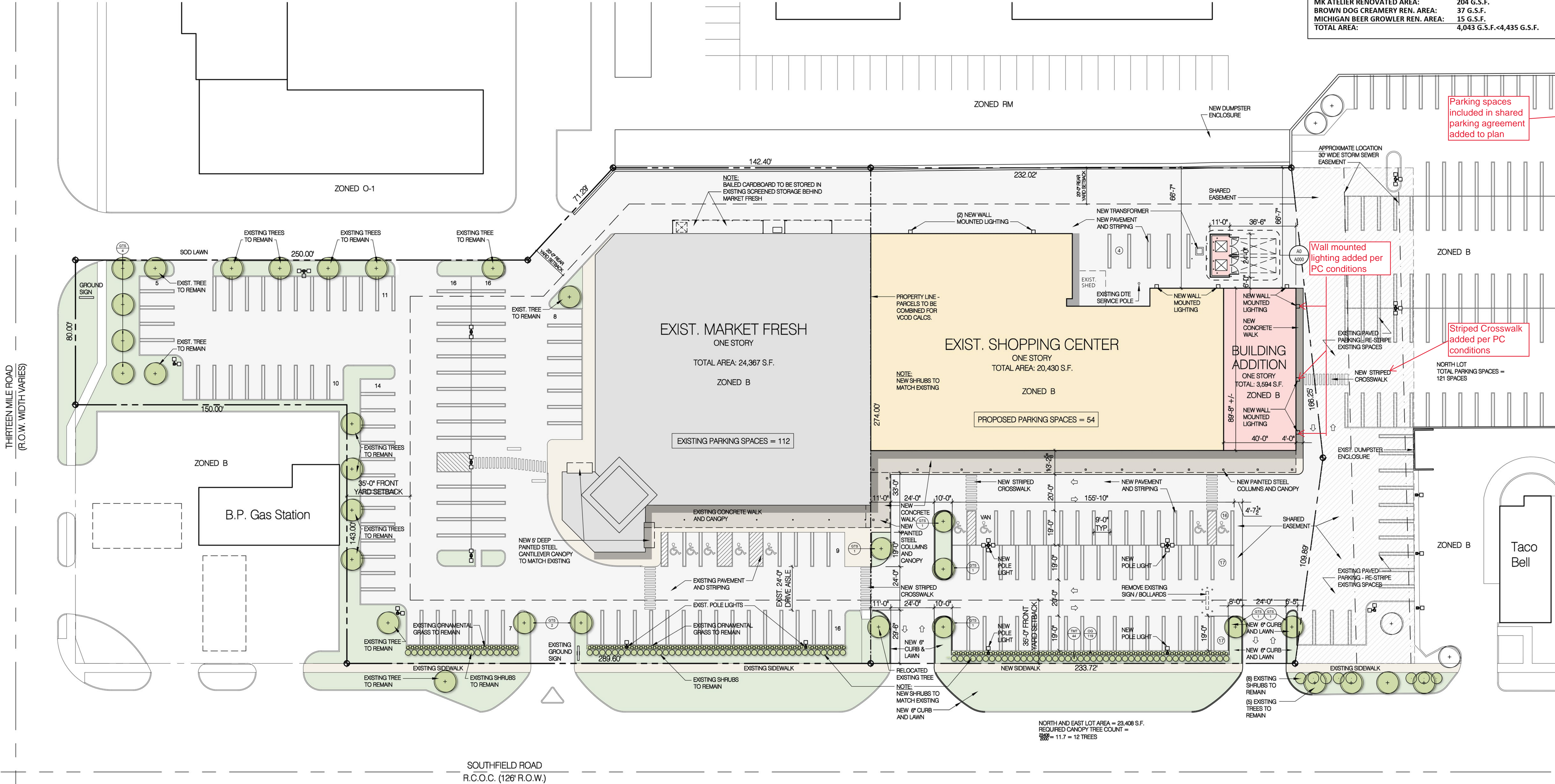
TOTAL GROSS SQUARE FEET	24,367 sq. ft.
USEABLE RETAIL FLOOR AREA (70% of gross area)	17,057 sq. ft.
PARKING REQUIREMENTS	
RETAIL < 25,000 sq. ft. = One parking space for each 250 sq. ft. of useable retail floor area	
EXISTING PARKING SPACES	112
REQUIRED PARKING SPACES	69
DIFFERENCE	+43

NOTE: PARCELS COMBINED FOR VCOD CALCULATIONS	
VILLAGE OF BEVERLY HILLS ZONING ORDINANCE	
SECTION 22.23.4 APPLICABILITY	
BUILDING EXPANSIONS - EXEMPT EXPANSIONS:	
ADDITIONS OF A SIZE EQUAL OR LESS THAN 10% OF THE GROSS SQUARE FOOTAGE OF THE EXISTING BUILDINGS MAY BE PERMITTED AND MAY BE CONSTRUCTED ACCORDING TO THE UNDERLYING ZONING IN LIEU OF VCOD REQUIREMENTS.	
EXISTING MARKET FRESH AREA:	24,367 G.S.F.
EXISTING SHOPPING CENTER AREA:	19,985 G.S.F.
TOTAL AREA:	44,352 G.S.F.
44,352 X 10% = 4,435 S.F. MAXIMUM AREA FOR ADDITION/RENOVS.	
SUPINO PIZZERIA ADDIT. AREA:	3,594 G.S.F.
CANINE COUTURE RENOVATED AREA:	193 G.S.F.
MK ATELIER RENOVATED AREA:	204 G.S.F.
BROWN DOG CREAMERY REN. AREA:	37 G.S.F.
MICHIGAN BEER GROWLER REN. AREA:	15 G.S.F.
TOTAL AREA:	4,043 G.S.F. < 4,435 G.S.F.

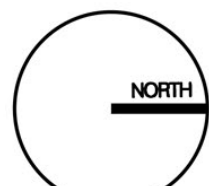
MARKET FRESH SHOPPING CENTER

TOTAL GROSS SQUARE FEET		20,430 s.f. + 3,594 s.f. = 24,024 s.f.		
PARKING REQUIREMENTS				
STORE NAME	LAND USE CATEGORY	TOTAL AREA (S.F.)	USABLE FLOOR AREA (70%)	REQUIRED PARKING SPACES
PREMIER PET SUPPLY	RETAIL <25,000 S.F.	10365	7256	29
MICHIGAN BEER	RETAIL <25,000 S.F.	1320	924	4
BROWN DOG CREAMERY	RETAIL <25,000 S.F.	1002	702	3
CANINE COUTURE	VETERINARY REL.	608	426	2
MK ATELIER	BEAUTY PARLOR	1657	1160	4
CLUB PILATES	AEROBICS CLUB	1967	1377	7
BRADY'S TAVERN	RESTAURANT	3522	2465	25
SUPINO PIZZERIA	RESTAURANT	3594	2516	26
			TOTAL REQUIRED PARK. SPACES	100

PROPOSED PARKING SPACES	54
REQUIRED PARKING SPACES	100
DIFFERENCE	-46
MARKET FRESH + SHOPPING CENTER REQUIRED PARKING SPACES	100 + 69 = 169
MARKET FRESH + SHOPPING CENTER PROPOSED PARKING SPACES	54 + 112 = 166
TOTAL PARKING SPACES IN NORTH PARKING LOT SHARED AGREEMENT	= 121
TOTAL BARRIER FREE PARKING SPACES REQUIRED	4
BARRIER FREE PARKING SPACES PROVIDED	3
VAN ACCESSIBLE BARRIER FREE PARKING SPACES PROV.	1
TOTAL BARRIER FREE PARKING SPACES PROVIDED	4



H5
A050
Architectural Site Plan
SCALE: 1" = 30'

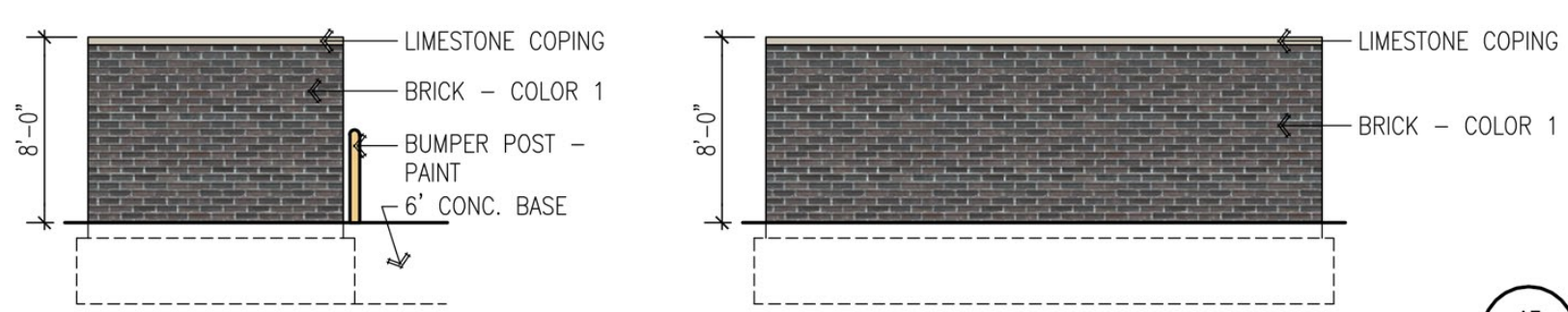
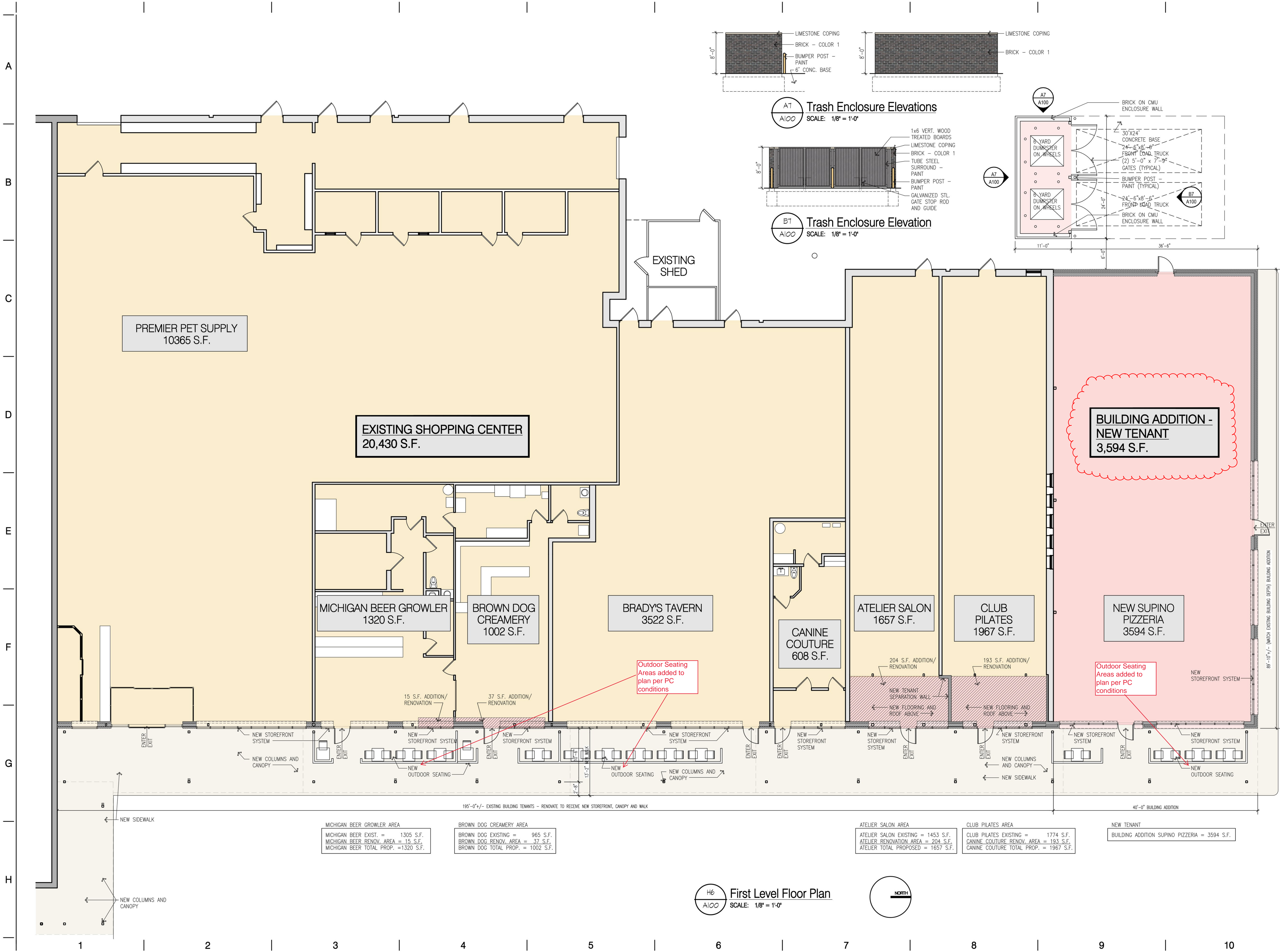


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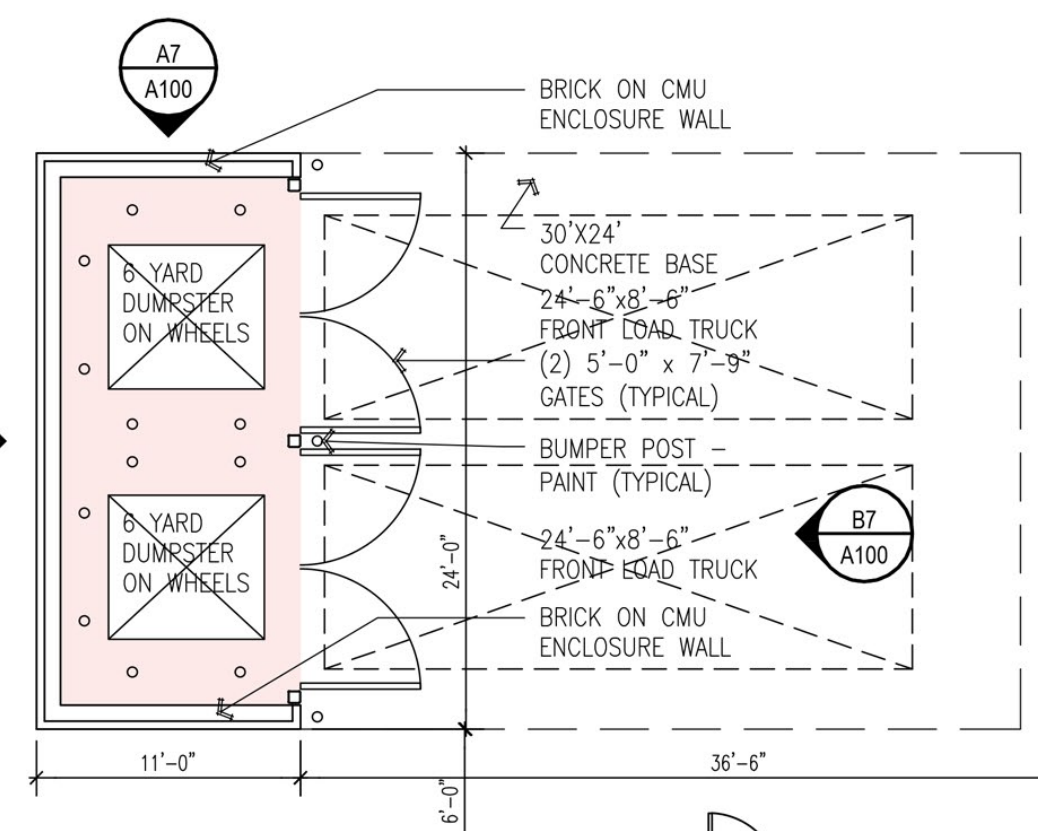
Date: Issued For:
2023-03-10 SITE PLAN APPROVAL
2023-05-05 SITE PLAN APPROVAL
2023-06-14 SITE PLAN APPROVAL
2024-01-10 SITE PLAN APPROVAL
2024-02-02 SITE PLAN APPROVAL

Sheet No.:
A050
ARCHITECTURAL
SITE PLAN



A7 Trash Enclosure Elevations
SCALE: 1/8" = 1'-0"

B7 Trash Enclosure Elevation
SCALE: 1/8" = 1'-0"



MICHIGAN BEER GROWLER AREA
MICHIGAN BEER EXIST. = 1305 S.F.
MICHIGAN BEER RENOV. AREA = 15 S.F.
MICHIGAN BEER TOTAL PROP. = 1320 S.F.

BROWN DOG CREAMERY AREA
BROWN DOG EXISTING = 965 S.F.
BROWN DOG RENOV. AREA = 37 S.F.
BROWN DOG TOTAL PROP. = 1002 S.F.

ATELIER SALON AREA
ATELIER SALON EXISTING = 1453 S.F.
ATELIER RENOVATION AREA = 204 S.F.
ATELIER TOTAL PROPOSED = 1657 S.F.

CLUB PILATES AREA
CLUB PILATES EXISTING = 1774 S.F.
CANINE COUTURE RENOV. AREA = 193 S.F.
CANINE COUTURE TOTAL PROP. = 1967 S.F.

NEW TENANT
BUILDING ADDITION SUPINO PIZZERIA = 3594 S.F.

H6 First Level Floor Plan
SCALE: 1/8" = 1'-0"

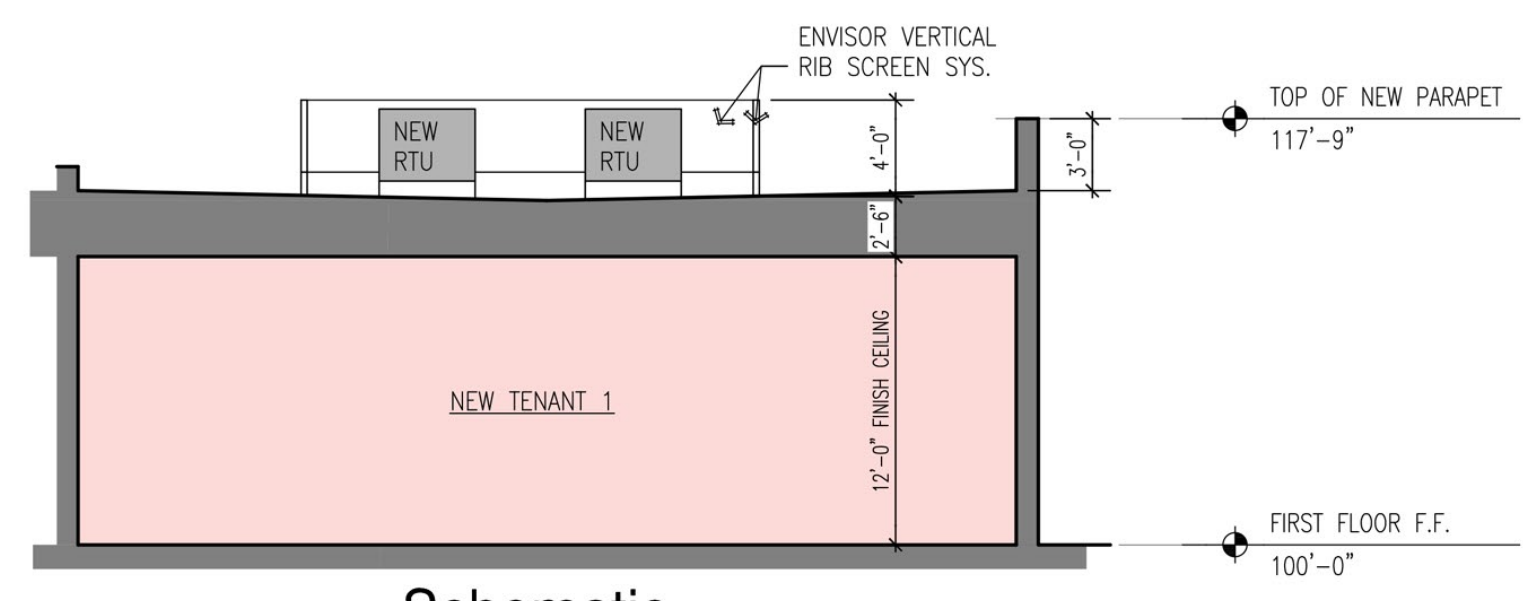


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Project:
Market Fresh Shopping Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date: 2023-03-10 **Issued For:** SITE PLAN APPROVAL
2023-05-05 SITE PLAN APPROVAL
2023-06-14 SITE PLAN APPROVAL
2024-01-10 SITE PLAN APPROVAL
2024-02-02 SITE PLAN APPROVAL

Sheet No.:
A100
FIRST LEVEL FLOOR PLAN



Schematic Building Section
SCALE: 1/8" = 1'-0"



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Market Fresh Shopping Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date: **Issued For:**

2023-03-10 SITE PLAN APPROVAL

2023-05-05 SITE PLAN APPROVAL

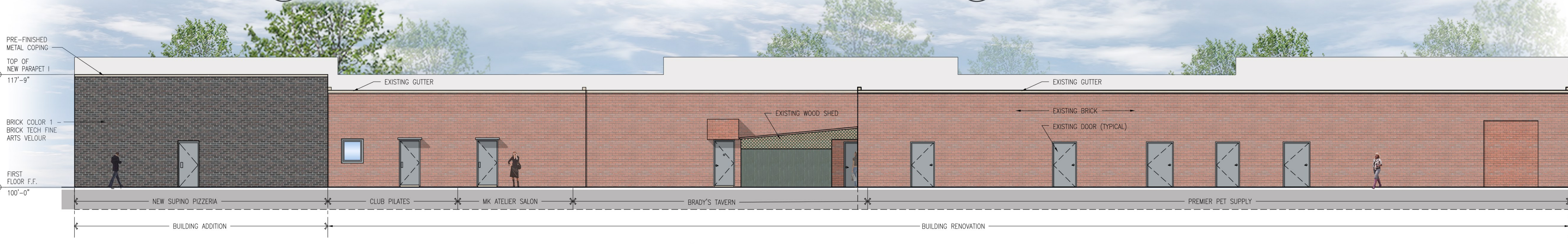
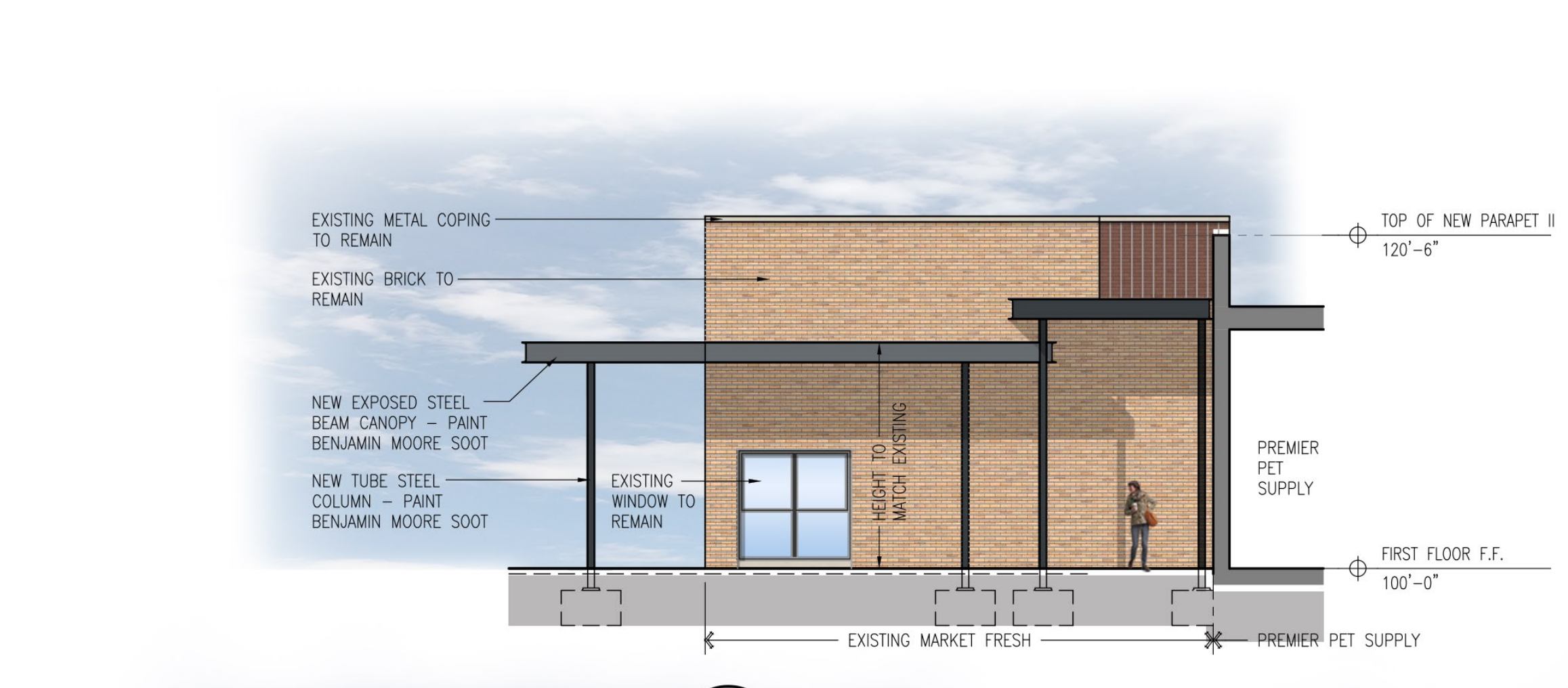
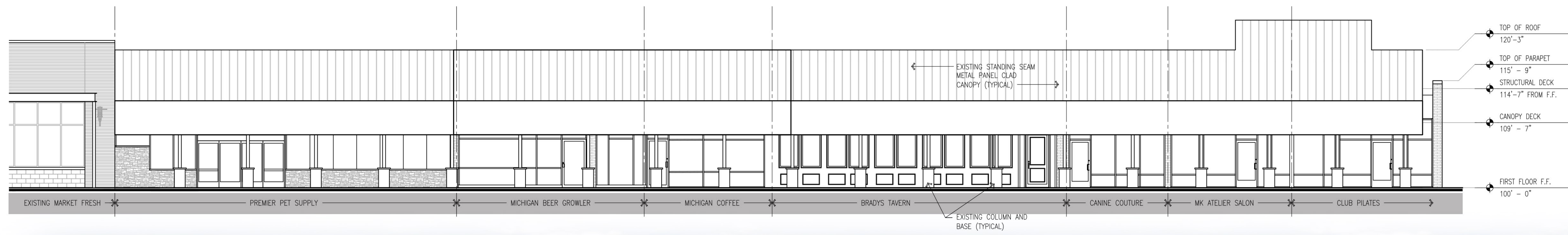
2023-06-14 SITE PLAN APPROVAL

2024-01-10 SITE PLAN APPROVAL

2024-02-02 SITE PLAN APPROVAL

Sheet No.:
A101
ROOF PLAN

A
B
C
D
E
F
G
H



SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
Market Fresh Shopping Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date: **Issued For:**

2023-03-10 SITE PLAN APPROVAL
2023-05-05 SITE PLAN APPROVAL
2023-06-14 SITE PLAN APPROVAL
2024-01-10 SITE PLAN APPROVAL
2024-02-02 SITE PLAN APPROVAL

Sheet No.:
A200
BUILDING ELEVATIONS

1 2 3 4 5 6 7 8 9 10

B

C

D

E

F

G

H

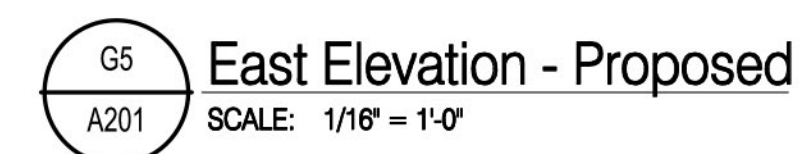


430 N. OLD WOODWARD
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SarokiArchitecture.com

Project:
Market Fresh Shopping
Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date:	Issued For:
2023-03-10	SITE PLAN APPROVAL
2023-05-05	SITE PLAN APPROVAL
2023-06-14	SITE PLAN APPROVAL
2024-01-10	SITE PLAN APPROVAL
2024-02-02	SITE PLAN APPROVAL

Sheet No.:
A201
ELEVATIONS COMPARISON



A

B

C

D

E

F

G

H



Brick Color 1
SCBC
Fine Arts Velour



Brick Color 2
ISB
Arctic White Velour

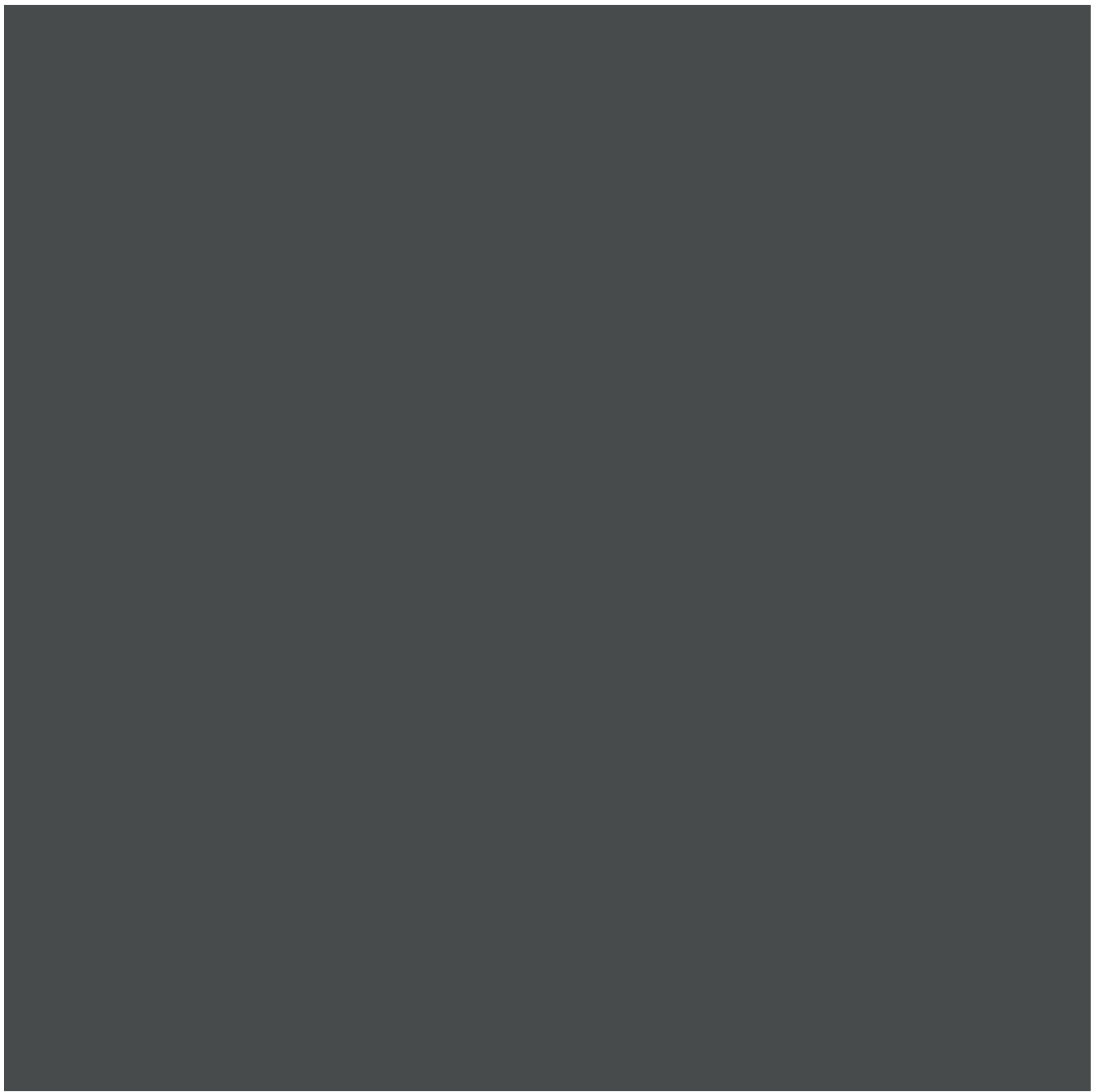
New Facade brick for
restaurant addition



Aluminum Storefront/Window System
Black Anodized Finish



Patined Steel Canopy
Benjamin Moore
Soot (2129-20)



Mechanical Screenwall
Berridge
Charcoal Grey

H6
A900
Exterior Materials
SCALE: NTS



SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
Market Fresh Shopping
Center
31225 Southfield Road,
Beverly Hills, MI 48025

Date: **Issued For:**
2023-04-26 SITE PLAN APPROVAL
2023-05-05 SITE PLAN APPROVAL
2023-06-14 SITE PLAN APPROVAL
2024-01-10 SITE PLAN APPROVAL
2024-02-02 SITE PLAN APPROVAL

Sheet No.:
A900
EXTERIOR MATERIALS

PAVING LEGEND

PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

LEGEND

MANHOLE

EXISTING SANITARY SEWER

HYDRANT

GATE VALVE

MANHOLE CATCH BASIN

EXISTING WATERMAIN

EXISTING STORM SEWER

EX. R. Y. CATCH BASIN

EXISTING BURIED CABLES

OVERHEAD LINES

LIGHT POLE

SIGN

EXISTING GAS MAIN

PR. SANITARY SEWER

PR. WATER MAIN

PR. STORM SEWER

PR. R. Y. CATCH BASIN

PROPOSED LIGHT POLE

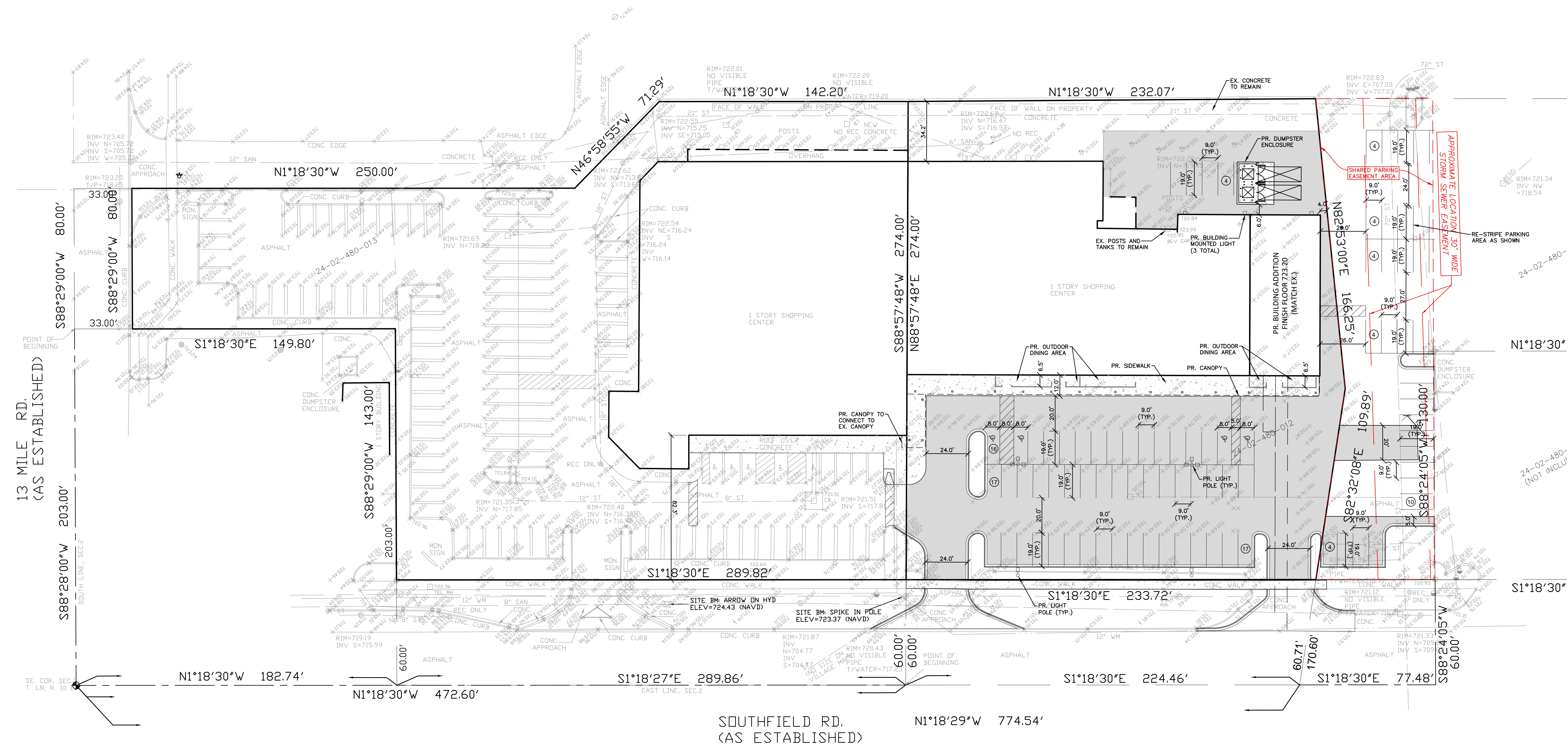
SITE DATA
ZONED: B (BUSINESS DISTRICT)
SITE AREA: 65,845 S.F. OR 1.51 ACRES
MAX. BUILDING HEIGHT ALLOWED: 2 STORIES OR 30 FEET

SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH):	35'	116.2'
SIDE (WEST):	S.P.A.	0.0'
SIDE (EAST):	S.P.A.	4.0'
REAR (NORTH):	20'	34.2'

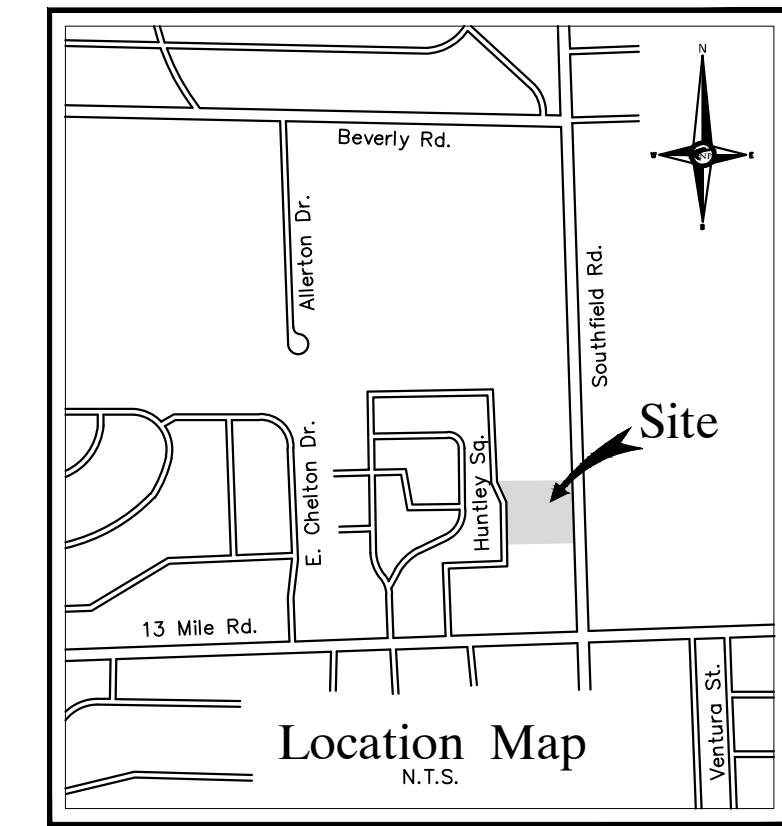
PROPOSED BUILDING AREA: 24,200 S.F. RETAIL

PARKING REQUIRED:
RETAIL (UP TO 25,000 S.F.):
1 SPACE PER 250 S.F. USABLE FLOOR AREA
24,200 S.F. ÷ 0.80 = 19,360 S.F. USABLE FLOOR AREA
19,360 S.F. / 250 S.F. = 78 SPACES

PARKING PROVIDED: 84 SPACES
INCLUDING 4 BARRIER-FREE SPACES (2 VAN ACCESSIBLE)
INCLUDING 31 SPACES WITHIN SHARED PARKING EASEMENT

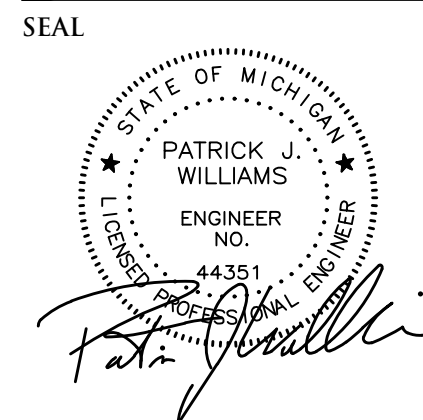


NOT TO BE USED
FOR CONSTRUCTION



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257
WWW.NFE-ENGR.COM



PROJECT
Market Fresh Shopping
Center
31212 Southfield Rd.
Beverly Hills, MI

CLIENT
Market Square
1964 Southfield Rd.
Birmingham, MI 48009

Contact: Johnny Karmo
Ph: (248) 334-4570

PROJECT LOCATION
Part of the Southeast ¼
of Section 2
T. 1 North, R. 10 East
City of Beverly Hills,
Oakland County, Michigan

SHEET
General Site Plan



DATE	ISSUED/REVISED
03-10-2023	SPA SUBMITTAL
05-05-2023	REVISED PER CITY
05-24-2023	REVISED PER CITY
06-07-2023	REVISED PER ARCHITECT
06-26-2023	REVISED PER ARCHITECT
09-01-2023	REVISED PER ARCHITECT
02-02-2024	SITE PLAN APPROVAL

DRAWN BY:
A. Eizember

DESIGNED BY:
A. Eizember

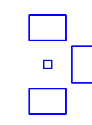
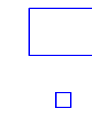



APPROVED BY:
P. Williams

DATE:
March 10, 2023

SCALE: 1" = 30'

NFE JOB NO. 480 SHEET NO. SP-2

Statistics						
Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
North Property Line	+	0.1 fc	0.1 fc	0.0 fc	N/A	N/A
Parking Lot	X	1.8 fc	7.4 fc	0.1 fc	18.0:1	74.0:1
Grade @0'	+	0.8 fc	9.0 fc	0.0 fc	N/A	N/A

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
	A	2	Lithonia Lighting	DSX0 LED P2 40K 80CRI T4M	D-Series Size 0 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	5755	0.9	135.42
	B	2	Lithonia Lighting	DSX0 LED P4 40K 80CRI BLC3	D-Series Size 0 Area Luminaire P4 Performance Package 4000K CCT 80 CRI Type 3 Extreme Backlight Control	7428	0.9	93.04
	C	6	Lithonia Lighting	DSXW1 LED 20C 700 40K TFTM MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE TFTM OPTIC, 4000K, @ 700mA.	5554	0.9	45.7
	D	2	Lithonia Lighting	DSXW1 LED 20C 700 40K T2M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T2M OPTIC, 4000K, @ 700mA.	5309	0.9	45.7
	E	14	Gotham Architectural Lighting	EVO6PC 35/07 AR MD LSS	EVO 6IN ROUND CYLINDER, PENDANT STEM, 80 CRI, 3500K, 750LM, MED DIST, CLEAR, SEMI-SPEC	759	0.9	8.2

- General Note**
- SEE DRAWING FOR LUMINAIRE MOUNTING HEIGHT.
 - CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
 - LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

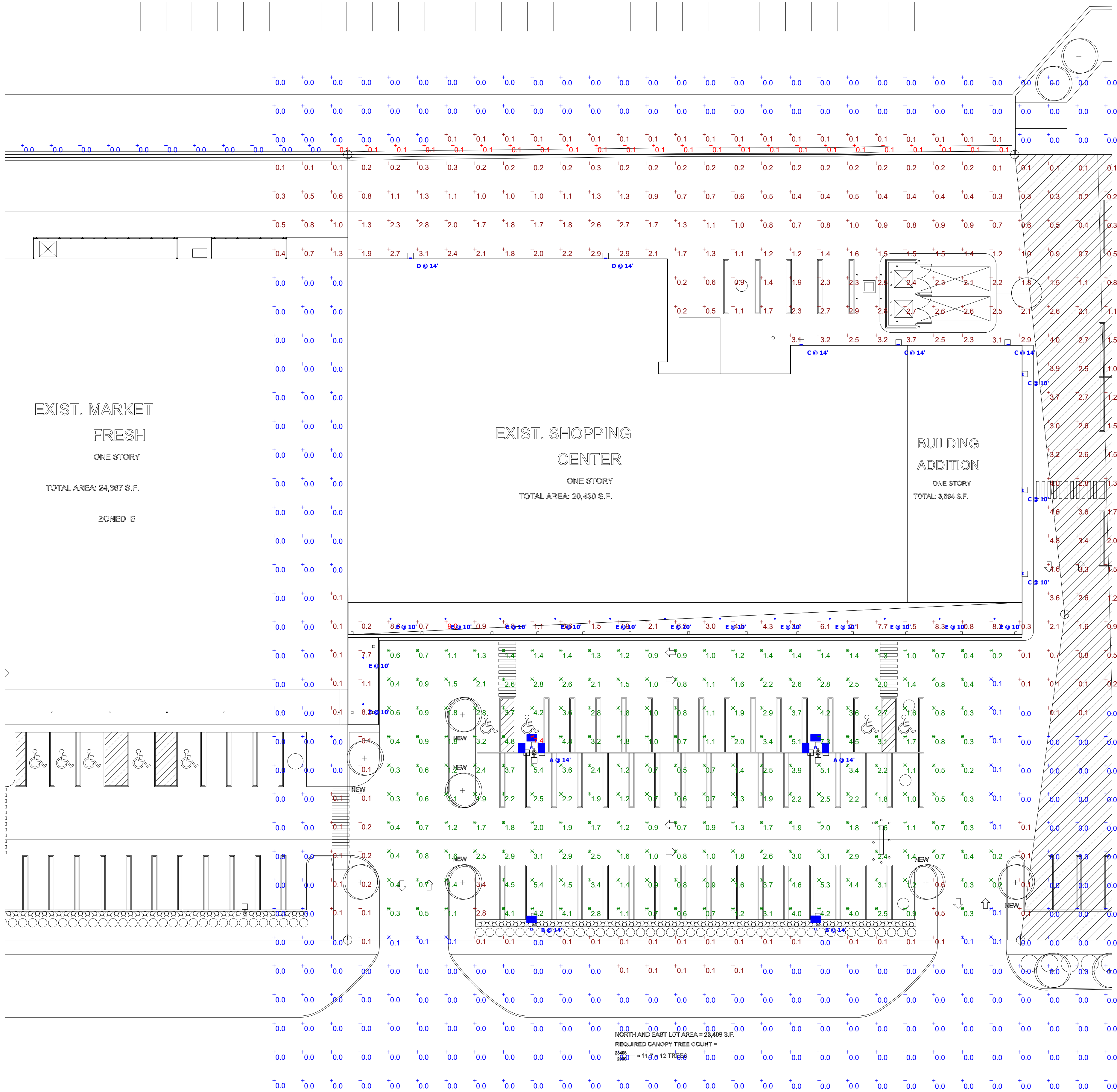
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Plan View
Scale - 1" = 20ft



MARKET FRESH SHOPPING CENTER
PHOTOMETRIC PLAN
PREPARED FOR: SAROKI ARCH.
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM



Specifications	
EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)

Ordering Information				EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD				
DSX0 LED								
Series	LEDs	Color temperature ¹	Color Rendering Index ²	Distribution		Voltage	Mounting	
DSX0 LED	Forward optics		(this section 70CRI only)		A/R Automotive front row	TSM Type I/medium	MVOLT (120V-277V) ⁴	Shipped included SPA Square pole mounting (85 drilling, 3.5" min. 50 pole) RPA Round pole mounting (85 drilling, 3" min. R40 pole) SPA5 Square pole mounting (85 drilling, 3" min. 50 pole) RPA5 Round pole mounting (85 drilling, 3" min. R40 pole) SPABN Square narrow pole mounting (85 drilling, 3" min. 50 pole) WBA Wall bracket ⁶ MA Mast arm adapter (mounts on 2.38" OD horizontal riser)
	P1	P5	30K 3000K	70CRI	T/S Type I short	TSLG Type I/low glare	XVOLT (277V-480V) ^{4,5}	
	P2	P6	40K 4000K	70CRI	T3M Type II medium	TSM Type I/medium		
	P3	P7	50K 5000K	70CRI	T3LG Type III low glare ³	BLCS Type IV backlight control ³		
	(this section 80CRI only, extended lead times apply)			T4M Type IV medium	BLCA Type IV backlight control ³			
	P10 ⁷	P12 ⁷	27K 2700K	80CRI	T4LG Type IV low glare ³	LCCO Left corner cutoff ³		
	P11 ⁷	P13 ⁷	30K 3000K	80CRI	T/TM Forward throw medium	RCCO Right corner cutoff ³		
			35K 3500K	80CRI				
			40K 4000K	80CRI				
			50K 5000K	80CRI				

Control options	Other options	Finish required
Shipped installed NLTAIR2 PIRHN right A/R gen 2 enabled with bi-level motion / ambient sensor, 8-40" mounting height, ambient sensor enabled at 26" ^{11,12,13,14}	PER7 Seven pin receptacle only (controls ordered separately) ^{15,16} FAO Field adjustable output ^{17,18} BL30 Bi-level switched dimming, 30%, 6-10" ¹⁹ BL50 Bi-level switched dimming, 50%, 6-10" ¹⁹ DAG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ²⁰	DOBK Dark Bronze DBLK Black DNAL Natural Aluminum DWHD White DOBK Textured dark bronze DBLK Textured black DNAL Textured natural aluminum DWHD Textured white
PER High-low, motion/ambient sensor, 8-40" mounting height, ambient sensor enabled at 26" ^{11,12,13,14}	ECR External Glare Shield (invertible, field install required, matches housing finish)	DOBK Dark Bronze DBLK Black DNAL Natural Aluminum DWHD White
PIR NEMA twist-lock receptacle only (controls ordered separately) ¹⁵	ECR External Glare Shield (invertible, field install required, matches housing finish)	DOBK Dark Bronze DBLK Black DNAL Natural Aluminum DWHD White
PERS Five-pin receptacle only (controls ordered separately) ^{15,16}	ECR External Glare Shield (invertible, field install required, matches housing finish)	DOBK Dark Bronze DBLK Black DNAL Natural Aluminum DWHD White



General Illumination Pendant Stem Cylinder		6"
Feature Set		
• Bahwing distribution with feathered edges provides even illumination on horizontal and vertical surfaces • Bounding Ray™ optical design • 45° cutoff to source and source image • Fully serviceable lensed LED light engine • 70% lumen maintenance at 60,000 hours • 2.5 MacAdam Ellipse, 85 CRI typical, 90+ CRI optional • Fixtures are damp location standard; Wet location (WLT) optional, requires covered ceiling		• 20 standard colors in textured and glass finish; custom or RAL colors also available • Multiple recessed or surface / box mounting configurations available • Field cuttable 5/8" stems with concealed couplers • ENERGY STAR® Certified product • UGR of zero for fixtures aimed at reader with a cut-off equal to or less than 600deg per CIE 117:1995 Discomfort Glare in Interior Lighting, UGR FAQ
Distribution		
very narrow 0.5 S.M.H. narrow 0.7 S.M.H. medium 0.8 S.M.H. medium wide 1.0 S.M.H. wide 1.2 S.M.H.		
Superior Performance		
Nominal Lumens		250 500 750 1000 1500 2000 2500 3000 3500 4000 4500 5000 6000 8000
Delivered Lumens		297 519 776 994 1471 2006 2537 3077 3542 4027 4533 5256 6371 8247
Wattage		3.4 6.2 8.2 9.6 14.7 19.7 24.7 29.5 33.8 39.0 47.3 48.7 57.6 74.9
Lumens per Watt		87.4 83.7 94.6 103.5 100.1 101.8 102.7 104.3 104.8 103.3 95.8 107.9 110.6 110.1

Coordinated Apertures Multiple Layers of Light	
General Illumination Layer I EVO	High Center Beam Layer I Incito
	EVO + Incito --- Multiple Layers of Light
Core	Downlight Adjustable Open Wallwash Lensed Wallwash Cylinder Potlight Bevel Hyperbolic
Healthcare	MRI Surgical Suite Patient Room DWHD DBLK
Special Applications	Dynamic Food Service Vendor/Tamper Clean Room Shower Steam Room



Specifications Luminaire	
Width:	13-3/4" (34.9 cm)
Depth:	10" (25.4 cm)
Height:	6-3/8" (16.2 cm)
Weight:	12 lbs (5.4 kg)
Back Box (BBW, E20WC)	Width: 13-3/4" (34.9 cm) Weight: 5 lbs (2.3 kg) Depth: 4" (10.2 cm) E20WC Weight: 10 lbs (4.5 kg) Height: 6-3/8" (16.2 cm)

Ordering Information		EXAMPLE: DSKW1 LED 20C 1000 40K T3M MVOLT DDBTXD					
DSKW1 LED	Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting
DSKW1 LED	10C	10 LEDs (one engine) 20C 20 LEDs (two engines) ¹	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A)	30K 3000K 40K 4000K 50K 5000K AMBPC Amber phosphor converted	T2S Type I Short T3S Type II Short T3M Type III Medium T4M Type IV Medium T/TM Forward Throw Medium	MVOLT ² 120 ³ 208 ⁴ 240 ⁴ 277 ⁴ 347 ^{4,5} 480 ^{4,6}	Shipped included (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) ⁷
							Shipped installed PE Photoelectric cell, button type ⁸ DAG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15 mg/ft ² PIRH 180° motion/ambient light sensor, <15 mg/ft ² PIRHCIV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 16' ⁹ PIRHFCIV Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 16' ⁹ E20WC Emergency battery backup (includes external component enclosure), UL File 20 compliant ¹¹

Other Options	Finish required
Shipped installed SF Single face (120, 277 or 347V) ¹⁴ DF Double face (120, 240 or 480V) ¹⁴ HS House-side shield ¹ SPO Separate surge protection ¹⁵	Shipped separately¹ BSW Bid-shield spikes VG Vandal guard DDL Diffused drop lens
	DOBK Dark bronze DBLK Black DNAL Natural aluminum DWHD White
	DOBK Textured dark bronze DBLK Textured black DNAL Textured natural aluminum

Accessories	NOTES
Ordered and shipped separately. DSKMS-0 House-side shield (one per light engine) DSKBSW-0 Bid-shield spikes DSKVG-0 Vandal guard accessory	1. 20C, 1000 is not available with PIR, PIRH, PIRHCIV or PIRHFCIV. 2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). 3. Single face (SF) requires 120, 277 or 347 voltage option. Double face (DF) requires 208, 240 or 480 voltage option. 4. Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH. 5. Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory. 6. Photocontrol (PEC) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH). 7. Reference Motion Sensor table on page 3.



February 15, 2024

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

Attention:	Mark Stec, Planning and Zoning Administrator
Subject:	Market Fresh Shopping Center – Amendment to an Approved Site Plan
Location:	31215 Southfield Road – west side of Southfield Road, north of 13 Mile Road
Zoning:	B Business District and VCOD Village Center Overlay District

Dear Councilmembers:

At the Village's request, we have reviewed the proposed amendment to a previously approved site plan (plans most recently dated 2/2/24) from Market Fresh to remodel and expand the existing multi-tenant shopping center at 31215 Southfield Road.

The site plan was approved by Village Council in July 2023; however, the applicant now proposes some relatively minor changes to that plan.

Most notably, a portion of the addition on the north side of the building is to be faced with a lighter shade of brick than the rest of the shopping center. The northerly façade also includes additional windows and a door.

The amended site plan also includes interior changes to tenant spaces and identifies the expansion area as a new restaurant.

While the inclusion of another restaurant increases the amount of parking required on a tenant by tenant basis, sufficient parking remains in place with the on-site parking and shared parking arrangement with the property to the north (the parking calculations have been updated accordingly).

Procedurally, the amended site plan is to go through the same review process as the original project – Planning Commission review and recommendation to Village Council for final action.

Accordingly, the Planning Commission reviewed the amended site plan at their January 24, 2024 meeting and put forth a conditional recommendation of approval.

The conditions that necessitated revisions to the site plan have been met, with the only outstanding item being engineering review and approval (which will occur as part of the permitting process after site plan approval).

The amended site plan is now before the Village Council for their consideration.

Should you have any questions concerning this matter, please do not hesitate to contact our office.

Respectfully,
SAFEBUILT

Brian V. Borden, AICP
Michigan Planning Manager

Storm Water Management

1. Provide profiles of the entire storm drain system, including the existing storm drain system.
2. A detention basin and calculations have been included with the final site plan submittal. HRC will review the detention basin and calculations during the construction plan submittal review process for conformance with Chapter 30 – Surface Water Drainage of the Village of Beverly Hills Municipal Code.

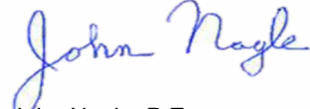
Summary

From an engineering perspective, our office recommends Site Plan approval for the subject property. Once the Site Plan submittal is approved by the Village, the applicant shall submit a complete construction plan to the Village for review.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Manager

pc: Village of Beverly Hills; J. Campbell, N. Johnstone,
HRC; B. Shepler, File



To: Marc Stec, Planning & Zoning Administrator

From: Robert Ginther, Fire Marshal *Robert Ginther*

CC: Richard Torongeau, Director of Public Safety

Date: April 14, 2023

Subject: 23-03-02 – Preliminary Plan Review

I have completed a preliminary plan review for the proposed development submitted for 31225 Southfield Road, Market Fresh Shopping Center. I am identifying them as preliminary as it is my understanding that this is a proposed plan for comment, to be considered by the village Planning Commission, and not the final submission of the project for building permits.

I have the following concerns regarding the plans as submitted.

- FDC – There is an FDC connection that feeds the sprinklers in the Market Fresh business, which will need to be noted on the final plans. It is located on the North side of the Market Fresh building, right where the sidewalk abuts in front of Premier Pet Supply. Access to this FDC cannot be compromised in any way.
- Access – With the addition of two more tenant areas and no requirement for a one story building this size to have a sprinkler system, unless the content of the tenant dictates such later, it is my recommendation that a Knox Box be installed with a master key(s) for the stores. There does not need to be a Knox Box for each store, rather one Knox Box, placed in the general area of the above mentioned FDC, with the master key(s) for the tenants will be acceptable.

Except for these two concerns, I do not see any issues with the project and have no reason not to recommend approval of the preliminary plans that were submitted as it relates to Fire Prevention.

If you, or anyone else, have any questions please let me know.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Project Agreement for the Spark Grant (Beverly Park Playground)

Date: February 16, 2024

The Village was awarded a Spark Grant from the Michigan Department of Natural Resources in the amount of \$500,000 to help fund a new playground and accessible surface at Beverly Park. Attached for the Village Council's review and consideration is the Project Agreement and resolution to accept said award and authorize the match amount of \$125,000.



**RESOLUTION AUTHORIZING THE PROJECT AGREEMENT
WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES
FOR SPARK GRANT #ARPA-0188**

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

Be it resolved, that the Beverly Hills, Michigan Village Council 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:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$125,000.00 dollars to match the \$500,000.00 grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

AYES:

NAYS:

ABSENT:

(Resolution declared adopted.)

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution relative to the Agreement with the Department of Natural Resources, adopted at a regular meeting of the

Beverly Hills Village Council, Oakland County, Michigan, on the ____ day of February 2024, the original of which is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of February 2024.

Kristin Rutkowski
Village Clerk



Michigan Department of Natural Resources –Grants Management
**AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS
MICHIGAN SPARK GRANT AGREEMENT**

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between Village of Beverly Hills in the county of Oakland County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT". The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded \$6.54 billion dollars under SLFRF. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number (FAIN) for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must maintain an active SAM registration throughout the period of performance. The SAM website is <https://sam.gov/content/home>.

Project Title: Beverly Park Playground

Total Available Grant Amount: \$500,000.00

Match Amount: \$125,000.00 Match Percent: 20% Grant Percent: 80%

Start Date: 1/17/2024 End Date: October 31, 2026

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

The description and purpose of the project is to renovate the Beverly Park Playground to make it accessible to all users, including those who have hearing, vision, cognitive, and ambulatory disabilities.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. Applicable amendments to this agreement may include adjustments to the grant amount (section 15), eligible expenditures or scope items (section 9), or project boundary (section 2), or other purposes at the discretion of the DEPARTMENT, and must be initiated by the DEPARTMENT or requested in writing by the GRANTEE. Amendments shall only be validated by the review and execution of both parties.

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: _____

PVLPD7ZJZ8F5
Unique Entity Identifier (UEI)

CV0048766 4W3N5
SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By [Print Name]: _____
Title: _____
Organization: _____
Date: _____

Date of Execution by DEPARTMENT

Phone: 517:284-7268
Email: dnr-grants@michigan.gov

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, MiGrants, which is accessed through <https://migrants.intelligrants.com/>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Village of Beverly Hills

Organization

18500 West Thirteen Mile Road

Address

Beverly Hills, Michigan, 48025

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Merrie Carlock

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

(248) 410-5892

Telephone Number

CarlockM@Michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number ARPA-0188 must be uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.
4. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT** through **October 31, 2026**, hereinafter referred to as the "project period."
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
7. The award permits the use of SLFRF to cover administrative costs; 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
8. The award is not for Research and Development.
9. The Eligible SLFRF expenditures under this project include:

- a. Budget Categories
 - i. Administration
 - Project Permitting, Plan Designs and Oversight
 - Construction
 - Equipment
- b. Project Scope
 - i. Play Equipment (including safety surfacing)
 - Site Amenities (Benches, Picnic Tables, Trash Bins, Signage, etc.)

10. Use of Funds Restrictions:

- a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).
11. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
12. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
13. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
14. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance

Requirements (issued April 2, 2022).

15. The DEPARTMENT will:

- a. Grant to the GRANTEE a sum of money equal to **\$500,000.00**, which is the total eligible cost of the project including items identified in section 9, but in any event not to exceed **\$500,000.00**, which is the total amount obligated by this action.
- b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:
 - i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project and only include what will be spent in the current fiscal year. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.
 - ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required and only include what will be spent in the current fiscal year. Advances may be approved at a lower amount than requested or denied.
 - iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.
 - iv. GRANTEE shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using SLFRF monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
 - general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
 - v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 - vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
 - procure or otherwise arrange for the audit, if required;

- prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
- promptly follow up and take corrective action of the audit findings;
- provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

16. The GRANTEE will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

GRANTEE will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022, see section b below. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Recipients may not deposit SLFRF funds into a pension fund;
 - ii. Recipients may not use SLFRF funds as non-Federal match where prohibited;
 - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas of administration, planning, design and engineering if they are directly related to the project and were incurred after October 1, 2022.
 - c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
 - i. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for

contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
- vii. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
- viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- ix. Comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- x. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. Operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. Provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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.
 - f. Adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. 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 for all taxes, fees, or assessments legally imposed against the project area.
 - h. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.
17. With this project having match, the GRANTEE will:
- a. Immediately make available all funds required to complete the project and to provide **\$125,000.00** in local match. This sum represents **20%** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
18. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
19. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.
20. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a project and expenditure report every 90 days during the project period.

Reporting Period	Report Due Date
Any allowable pre-award costs after October 1, 2022	March 25, 2023
Project Execution – March 15, 2023	March 25, 2023
March 16, 2023 – June 15, 2023	June 25, 2023
June 16, 2023 – September 15, 2023	September 25, 2023
September 16, 2023 – December 15, 2023	December 25, 2023
December 16, 2023 – March 15, 2024	March 25, 2024
March 16, 2024 – June 15, 2024	June 25, 2024
June 16, 2024 – September 15, 2024	September 25, 2024
September 16, 2024 – December 15, 2024	December 25, 2024
December 16, 2024 – March 15, 2025	March 25, 2025
March 16, 2025 – June 15, 2025	June 25, 2025
June 16, 2025 – September 15, 2025	September 25, 2025
September 16, 2025 – December 15, 2025	December 25, 2025
December 16, 2025 – March 15, 2026	March 25, 2026
March 16, 2026 – June 15, 2026	June 25, 2026
June 16, 2026 – September 15, 2026	September 25, 2026
September 16, 2026 – October 1, 2026	October 31, 2026

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 - c. All funds that have not been **obligated by GRANTEE into third party contracts by December 31, 2024** must be returned to the State of Michigan by April 1, 2025.
21. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 9. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion and within the twenty-year useful life period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
 22. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
 23. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
 24. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
 25. 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 or project facilities included in this Agreement within the twenty-year useful life period.

26. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
27. 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 commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - 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.
28. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
29. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE as part of the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property 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 developing the project site.
30. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
31. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.
32. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for 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 prior to public use of the property, 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.

33. 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.
34. 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 any of them may be 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.
35. 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.
36. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
37. 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.
38. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
39. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, 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. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
40. 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 shall 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.
41. 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 net increase in the quality of public 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 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 reimbursement has been made shall be the specific performance of this Agreement.
42. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
43. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the

AMERICAN RESCUE PLAN ACT AGREEMENT

American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. SLFRFs provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the American Rescue Plan Act, the Department of Licensing and Regulatory Affairs (DLRA) reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

44. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over the information. The GRANTEE agrees to maintain the confidentiality of the information and to not disclose the information to any third party without the prior written consent of the Department of Licensing and Regulatory Affairs.
45. 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.
46. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
47. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
48. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

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

SAMPLE RESOLUTION
(Development)

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

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

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

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

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

Signature

Title

Date

Appendix A

CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 - c. Federal Award Identification Number (FAIN)
 - d. ~~Other information that the pass-through entity may wish to include in the subaward identification information, such as the name of the subrecipient by the Federal agency~~
 - e. Subaward Period of Performance Start and End Date
 - f. Subaward Budget Period Start and End Date
 - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
 - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
 - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - m. Identification of whether the award is R&D; and
 - n. ~~Other information that the pass-through entity may wish to include in the subaward identification information, such as the name of the subrecipient by the Federal agency~~
 2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award
 3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports
 4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this

rate, but may elect to do so;

b. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs

5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

6. Appropriate terms and conditions concerning closeout of the subaward.

B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity.
4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings. The pass-through entity shall not issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- 1. Providing subrecipients with training and technical assistance on program-related matters; and
- 2. Performing on-site reviews of the subrecipient's program operations;
- 3. ~~Other activities that are necessary to ensure the effective and efficient use of the funds.~~

F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the ~~amount of \$100,000.~~

G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

H. ~~Other provisions of the American Rescue Plan Act of 2020 that apply to the subrecipient.~~ of this part and in program regulations.

I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards ~~are not for the purchase of real property, construction, or the acquisition of equipment.~~ (fixed amount subawards), cooperative agreements, and contracts.



MEMO

Date: February 12, 2024
To: Village Council, Jeff Campbell, Village Manager
From: Neil Johnston, Director Public Services
Subject: Street Tree Inventory

The tree-lined streets in Beverly Hills are just a small part of what makes this village a beautiful place to live, work, and play. These trees are also considered a major part of the village's infrastructure. They provide shade to streets prolonging the life of the road surface, and to homes saving residents money on energy costs. Village trees also mitigate an estimated 210 million gallons of rainfall which would otherwise flow into our sewer systems or cause surface drainage issues, and uptake an estimated 9,800 tons of Carbon Dioxide per year, along with 152,000 pounds of other pollutants, the benefit of these trees is valued at an estimated \$1,153,535 a year.

In order to properly care for the urban forest in Beverly Hills we need to know what we have. A street tree inventory/ assessment is a perfect way to do that. An inventory will provide the following inspection data for village trees:

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

Once this data is collected, a proactive maintenance plan can be created.

Three qualified tree care professionals, with teams of arborists, and one other consulting arborist have been contacted by village staff to complete a street tree inventory for the Village of Beverly Hills and submitted the following proposals:

- **SaveATree-** \$68,800
 - Excel Spreadsheet (no software)
- **Bartlett Tree Experts-** \$63,184
 - Bartlett Inventory Management Software- \$1,800 for 3 years
- **Davey Resource Group-** \$23,800
 - TreeKeeper Software- \$2,000- \$2,500 per year
- **Dana Stevens** \$33,000
 - Excel Spreadsheet (no software)

It is the staff's recommendation to the Village Council to approve the proposal submitted by Davey Resource Group to inventory and assess the street trees in the Village of Beverly Hills and utilize their TreeKeeper Saas for a five-year period. The total cost of this project is estimated at \$23,800 the first year and \$2,000 per following year for software subscription fees. We have recently received a \$10,000 grant from the DNR Urban and Community Forestry Program to help with the cost.

Recommended Resolution:

Be It Resolved that the Beverly Hills Village Council approves the proposal submitted by Davey Resource Group to complete a Street Tree Inventory in the Village of Beverly Hills and to utilize their TreeKeeper Software as a service for the following five years for the amount totaling \$33,800.

Funds are available in account 202-463-934.38 and 203-463-934.38

Thank you,

Neil Johnston,
Director of Public Services

Jeffery Campbell,
Village Manager

Cc: Sheila McCarthy, Finance Director
Kristin Rutkowski, Clerk
File



Beverly Hills, MI Street Tree Inventory

Prepared For:

Neil Johnston

18500 W 13 Mile Rd

Beverly Hills, MI 48025

Prepared By:

Gerritt Moeke

Associate Consultant

Davey Resource Group, Inc.

3381 W Lapeer Rd, Auburn Hills, MI 48326

Cell: 231-675-7549

E-mail: gerritt.moeke@davey.com

5/19/2023

Beverly Hills, MI Street Tree Inventory



Introduction

Trees are part of everyday life in the Village of Beverly Hills, MI. The Village's urban forest creates a sense of place and supplies real benefits to those who live in Beverly Hills. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in Beverly Hills by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. "DRG" understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 29 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory is critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory data to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to the Village and present our qualifications for providing tree inventory services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Beverly Hills project on time and budget while exceeding the Village's expectations.

We understand that the information in a tree inventory database helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest
- Follow public record or Michigan statutes and laws

Natural Resource Management

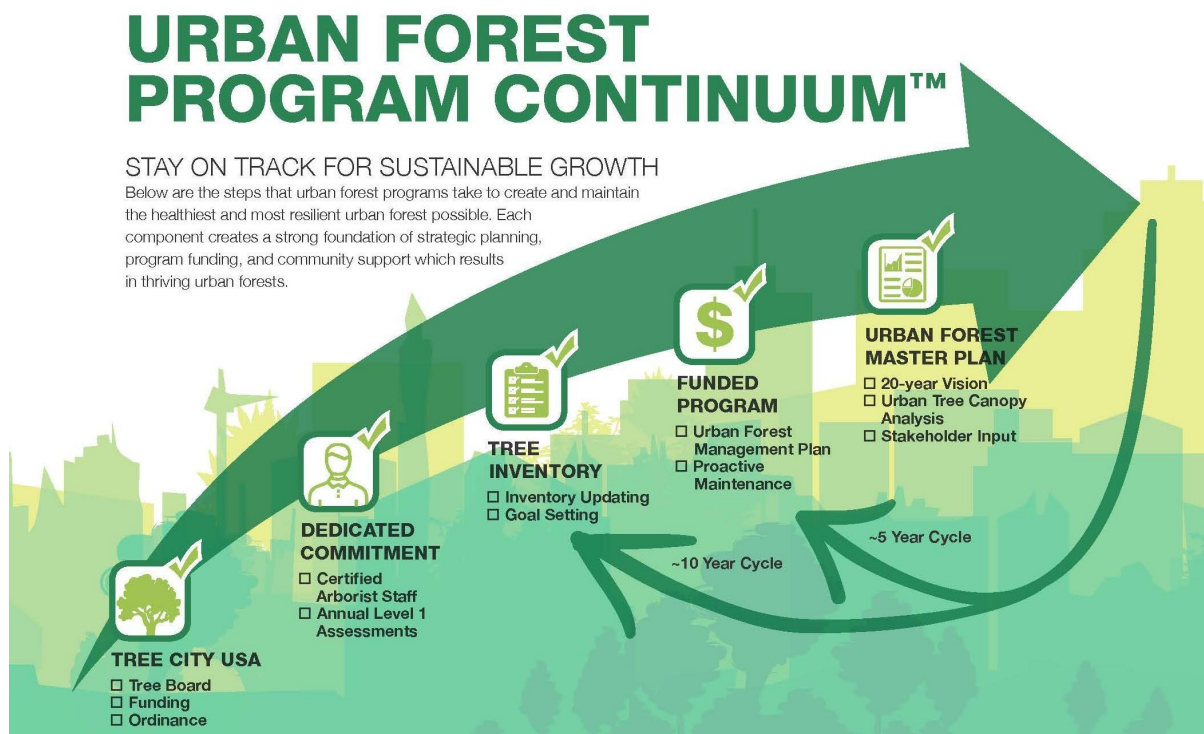
DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help the Village of Beverly Hills launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether the Village of Beverly Hills needs help managing the Village's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help the Village achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the Village's urban tree grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

STAFFING

If the Village of Beverly Hills does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



Scope of Work

This project is an integral part of Beverly Hills' comprehensive tree care program. The results of this project will help Beverly Hills better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the Village's trees provide to the local community.

The proposed project has the following key components:

1. **Tree Inventory.** The project is a GIS-based inventory of maintained trees, planting sites, and stumps found along public rights-of-way (ROW) and in public parks and properties. The inventory consists of DRG's urban foresters locating approximately 6,000 sites and recording the specified information about each site in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.
2. **Tree Management Software.** DRG offers a free, one-time, one-year trial of our TreeKeeper® Software. DRG delivers the Village's inventory data in TreeKeeper® and as ESRI® shapefiles and an Excel™ Spreadsheet.
3. **Tree Management Plan.** DRG uses Beverly Hills' inventory data and industry standards and best management practices to develop a tree inventory summary report OR management plan upon completion of the inventory.

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing the Village's scope of work. This section includes a plan of work for the tree inventory and explains the technologies we use to complete the inventory, an overview of our TreeKeeper® software, and a description of a typical management plan or inventory summary report. To illustrate the strength and experience of the DRG team, a few representative staff resumes, project examples, and references are in Appendices A and B, respectively.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, safety glasses, and over-the-ankle boots. All employees adhere to company COVID policies as well as local and state guidelines.



Davey has provided Proven Solutions for a Growing World since 1880 and has been employee owned for 43 years.

Tree Inventory Work Plan

To ensure that the tree inventory meets the Village's goals and deadlines, DRG uses the following work plan.

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with the Village of Beverly Hills via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Beverly Hills has as well as keeps the Village apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the Village's GIS or planning department to complete this step. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the Village and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Kick-Off Meeting

DRG staff will contact the Village after contract execution to schedule a kick-off meeting. During the kick-off meeting, Beverly Hills' staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with Village staff to ensure consistent assessment results.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, planting sites, and stumps along maintained street ROWs and in public parks and properties, evaluate those trees and record the data specified by the Village. The collected data, once finalized, are Beverly Hills' tree inventory database.



Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize TreeKeeper® to view and field check data and even to route and plan for tree work.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the Village. DRG also informs the Village of Beverly Hills where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Beverly Hills' inventory, DRG recommends collecting the following data fields, defined in Appendix C of this proposal.

- | | |
|---|------------------------------------|
| 1. Address (street address and X and Y coordinates) | 8. Tree risk assessment and rating |
| 2. Species | 9. Residual risk |
| 3. Tree size | 10. Further inspection |
| 4. Multi-stem tree | 11. Overhead utilities |
| 5. Condition | 12. Date of inventory |
| 6. Maintenance needs | |
| 7. Defects | |

The data fields listed above give Beverly Hills ample information to manage their trees, planting sites, and stumps proactively. However, if Beverly Hills has specific needs that the above data fields do not address, such as tree roots lifting sidewalks or clearance concerns, contact DRG to customize the project's scope of work.

Upgrading the Inventory

In addition to collecting trees, planting sites, and stumps, DRG can inventory other infrastructure that the Village might be managing, such as shrub rows, woodlots, natural or environmentally sensitive areas, irrigation boxes, benches, signage, and turf. DRG's urban foresters can also take and link pictures to tree records. DRG can upgrade the Village's inventory by changing the current scope of work or by further developing the project to have additional phases. If Beverly Hills is interested in learning more about options for upgrading the inventory, contact DRG for information and fees.

Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For the Village's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground. Visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG is not responsible for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions

or hazards. If desired, DRG can provide additional levels of assessment or analysis for an additional fee that might help identify or further explore specific defects or tree conditions of interest.

The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is important to note that DRG's inspections are "rapid assessments" and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG's urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA's *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree's risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating.

Planting Sites

When examining the state of Beverly Hills' urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra "Right Tree in the Right Place for the Right Reason". DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project.

Step 6. Inventory Close-Out

At the end of the inventory project, DRG supplies a one- to two-page project close-out report which spells out the number and types of sites collected, provides information about the species composition and diameter size class distribution, and shows the amount and type of maintenance recommended during the inventory. We provide the report in PDF format within four weeks of inventory completion.

Tree Inventory Data Delivery

For this project, Beverly Hills is eligible to receive tree inventory data in DRG's TreeKeeper® software. As part of our one-time software trial, DRG provides a one-year subscription to TreeKeeper® software to Beverly Hills free of charge. The Village also receives one year of telephone software support, also free of charge for the first one-year period.

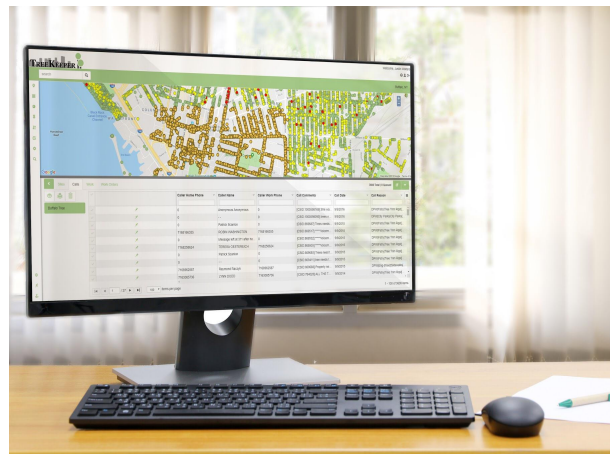
- To access TreeKeeper®, use Safari® on an iOS device or via Google Chrome™ on a Windows® or Android device; the secure login information DRG provides to the Village.
- Once using TreeKeeper®, the Village can view and use the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

DRG offers custom software training for an added fee; contact DRG to learn more about our training programs, which can earn attendees up to eight ISA continuing education units (CEUs).

Other Formats

If the Village of Beverly Hills needs the inventory data in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph, DRG can supply the inventory data in those formats for an added charge. Please contact DRG for more information about data formatting options and fees.

TreeKeeper® gives the Village instant access to tree inventory data.



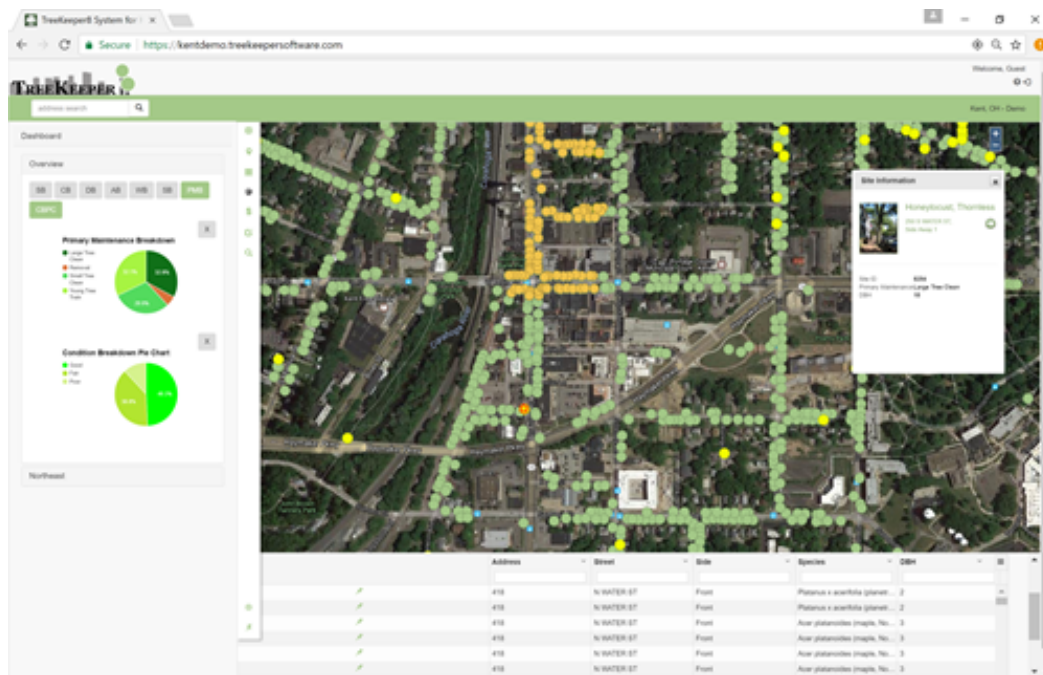
Davey's TreeKeeper is available as a subscription service (SaaS) with three-year and five-year subscriptions available to fit the Village's program's budget. TreeKeeper's pricing is "all in and upfront." There are no hidden fees or unexpected and expensive add-ons.

Easy to Use

TreeKeeper's interactive work environment makes managing inventory data easy. The Village can see and work with the tree inventory data through an interactive map and table. The map and table can be used independently or at the same time, giving you a totally custom work environment.

Another reason TreeKeeper is easy to use is that it is accessible by multiple people in separate locations at the same time. Any changes to the data, such as adding new sites, updating the information for an existing site, or running a report, are updated in real-time.

Knowing the benefits your trees provide is also easy. TreeKeeper automatically calculates the environmental benefits provided by trees. Air quality, carbon sequestration and storage, and stormwater benefits can be estimated for one tree, groups of trees, or for the entire population.



Using inventory data has never been easier. This screenshot of DRG's TreeKeeper shows the dashboard, query, and the call-out box.

Key Features

- *Map-Centric*: use the map to find information about individual sites or groups of sites.
- *List View*: sort and analyze data.
- *Query*: look up sites by any data field, such as address, species, or condition.
- *Search*: by one or multiple data fields; no nested searches.
- *Narrow Down*: refine the search results to find the result needed.
- *Switch Layers On-the-Fly*: change the data layer through a drop-down menu.
- *Dashboards*: gauge the inventory data via pre-set and user-designed graphs.
- *Reporting*: create reports at the touch of a button.
- *Work Orders*: assign work to crews, projects, or programs.
- *Work History*: keep track of the edits made to a site.
- *Edit*: update one site at a time or make batch edits to multiple sites.
- *Multi-User Access*: available via a secure internet connection.
- *Permissions*: assign access levels (no read or edit access) to users and viewers.
- *Tree Value*: calculated using a built-in tree value estimator based on i-Tree Tools.
- *Export Data*: to software such as Microsoft® Office and other word processing and spreadsheet programs.

In the Field

While in the field, you can find and update site information and add new trees or sites to the database using TreeKeeper. All edits are real-time. TreeKeeper works with most tablet computers and uses the tablet computer's location services or GPS availability to determine location.

Data Download Formats

In TreeKeeper, you can view, edit, and update the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

Information Sharing

If the Village of Beverly Hills wants to share the tree inventory data with other organizations or the public, TreeKeeper provides a public interface for third-party viewing. TreeKeeper's public interface does not allow visitors to edit the data or "crowdsource" information, and you can determine what data is shown to visitors to the site.

We Listen to You

DRG stays on top of the latest technology trends to maintain TreeKeeper's place as one of the most advanced software systems for tree inventory management on the market. And, we also listen to you, our clients, to make sure TreeKeeper responds to the needs of their respective workplaces. Over the past 20 years, many of the upgrades to TreeKeeper, made by DRG's in-house software developers, came about by suggestion from our clients.

WANT TO LEARN MORE ABOUT TREEKEEPER? Click [HERE](#).

Management Planning

DRG offers two planning options which will meet any of Beverly Hills' needs for short- and long-term management of the Village's urban forest including:

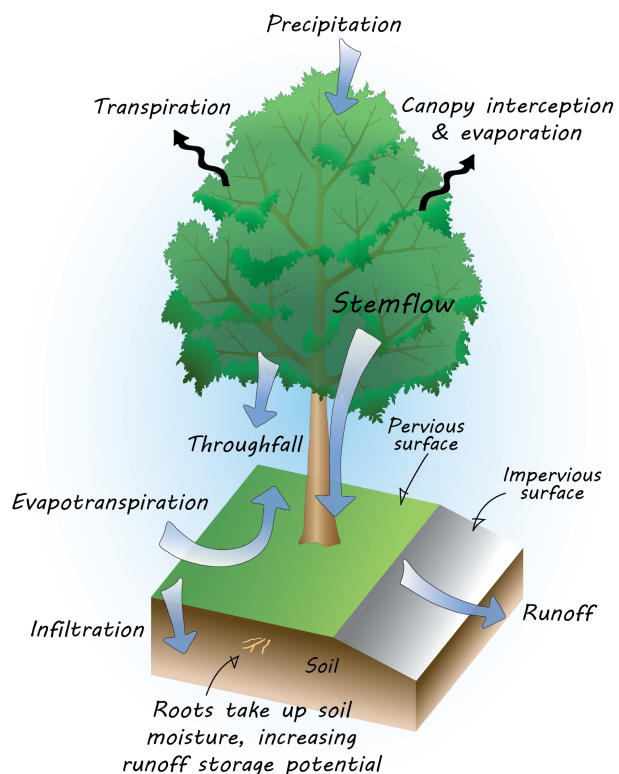
1. *Inventory Summary Report* that describes the inventory data, estimates tree benefits, and reports on the project's major findings.
2. *Standard Tree Management Plan* that analyzes Beverly Hills' inventory data and uses the findings to develop a multi-year program that projects annual tree maintenance workloads and costs.

Option 1. Inventory Summary Report

DRG's inventory summary report is an excellent choice for those communities who are interested in knowing baseline information about their urban forest and communicating the importance of trees to citizens. The inventory summary report includes an analysis of the inventory data and presentation of the ecosystem benefits provided by community trees.

Report Sections

- *Executive Summary*—describes the assignment and provides an overview of inventory findings.
- *Inventory Analysis*—using charts and tables and insight from DRG's experienced urban foresters, the inventory analysis section describes the composition, function, and structure of the tree population, including its species diversity, diameter size class distribution, general health, and priority maintenance.
- *Benefits of the Urban Forest*—highlights the environmental, ecological, and economic benefits trees provide to the community.

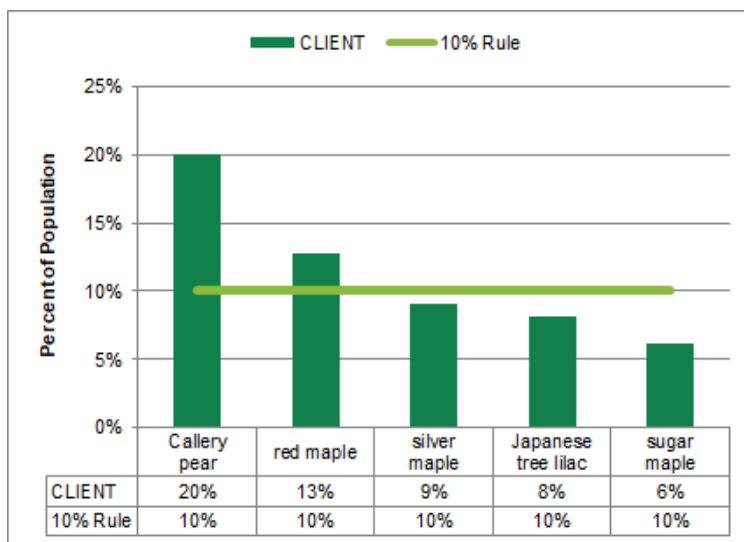


Option 2. Standard Tree Management Plan

The goal of DRG's tree management plan is to help communities recognize priority and proactive tree management tasks, know the value of community trees, and project realistic, multi-year budgets. To develop a tree management plan, our experienced urban foresters analyze the tree inventory data, assessing the data to determine the composition, structure, and function of the tree population. Then, DRG uses the findings from the data analysis, along with industry standards, risk management goals, and best management practices, to report on the status of the urban forest and prioritize tree maintenance needs. DRG develops a multi-year maintenance schedule and cost spreadsheet, provided as an editable Excel™ spreadsheet, based on prioritized maintenance needs.

Plan Sections

- *Executive Summary:* Provides an overview of the project and its findings.
- *Introduction:* Describes the assignment, methods, and other relevant information.
- *Structure & Composition of Tree Resource:* Using charts and tables and insight from DRG's experienced urban foresters, this section describes the composition, function, and structure of the urban forest, including its species diversity, diameter size class distribution, general health, priority maintenance, and potential pest-related threats to trees. DRG also discusses trends, observations, and concerns found during the inventory or data analysis in this section.
- *Functions & Benefits of the Tree Resource:* Highlights the environmental, ecological, and economic benefits trees provide to the community.
- *Recommended Management of the Tree Resource:* Focuses on the tree maintenance tasks that will help the Village mitigate risk within its urban forest, complete proactive maintenance cycles, and plant trees. Based on the inventory data, DRG's experienced urban foresters classify the type of maintenance work needed, present the number of trees needing each specific type of care, and lay out a plan for carrying out the tree work over a multi-year period.

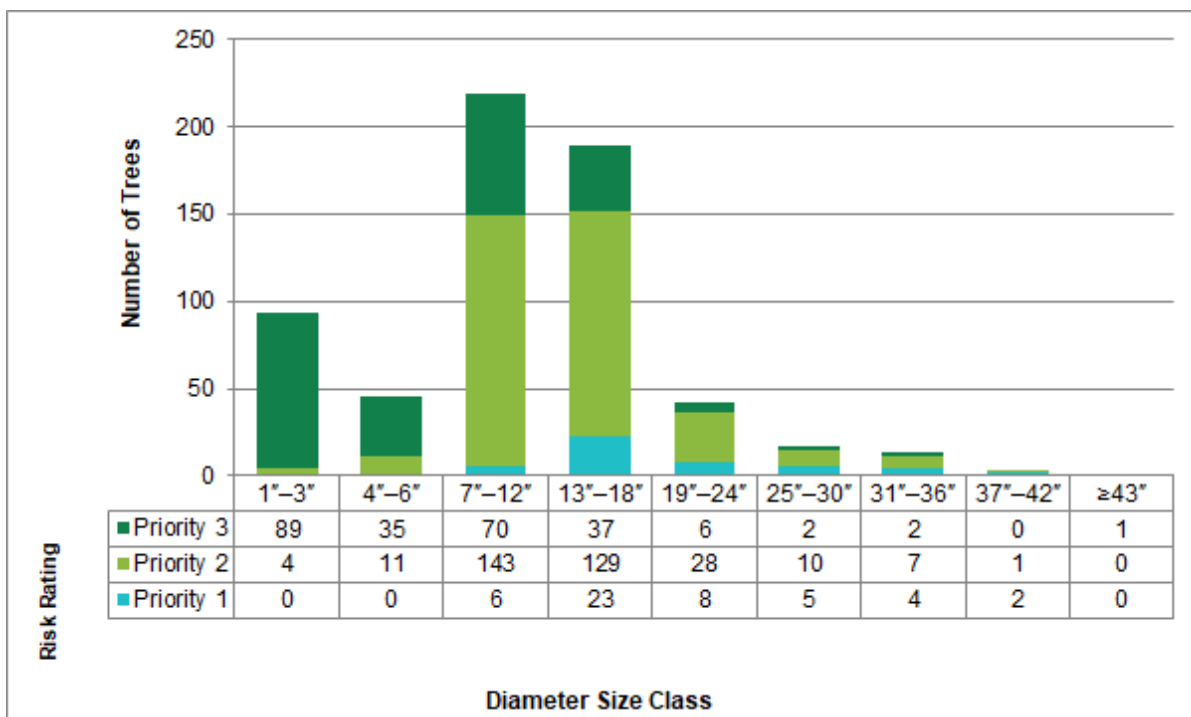


The tree management plan addresses trees that need immediate care, or priority tree work, and those trees needing periodic inspection and preventative pruning to improve tree structure and general health. The plan also addresses the number and size of available planting spaces. In the plan, DRG groups tree maintenance tasks as follows:

- Priority tree removal
- Priority pruning
- Routine tree pruning cycle
- Structural pruning cycle
- Vacant planting space

To help project annual, long-term, or task-specific program budgets, DRG's tree management plan includes a multi-year, editable Excel™ maintenance schedule and cost spreadsheet. The maintenance schedule approximates the cost to perform the recommended tree maintenance based on average industry unit rates to perform similar work. The format of the maintenance schedule and cost spreadsheet enables the Village to update individual tree maintenance costs as prices change and modify workloads based on the Village's completed work.

- *Conclusion*—Summarizes the report, drawing inferences from the entire process about what has been found, or decided, and the impact of those findings or decisions.
- *Appendices*—Relevant appendices are provided.



Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables. If the Village's project schedule differs from what DRG projected, use the information for planning purposes.

Project Schedule (weeks)										
Task	1	2	3	4	5	6	7	8	9	Deliverable
Award										Insurance, contract
Data Mining and Field Computer Set-Up										Obtain basemaps and GIS data/ program software and hardware
Kick-off Meeting										Meeting summary as needed
Inventory Data Collection and QA/QC										Inventory of 6,000 sites; ongoing field checks; weekly e-mail updates
Inventory Data Delivery										Inventory data in TreeKeeper® and as ESRI® shapefiles and Excel™
Inventory Close-Out Meeting										If scheduled, usually takes place on the last day of data collection
Inventory Reporting										Close-out reports
Tree Management Plan or Inventory Summary Report										Data analysis, summary, and recommendations

WE TAKE YOUR DATA SERIOUSLY

INVENTORY PROGRESS UPDATE E-MAIL

Thanks, Your DRG Urban Forester

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's business development staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's

development team consists of the inventory's project manager, Gerritt Moeke, and GIS and IT specialists. Gerritt Moeke reviews the scope of work again to ensure that the data fields and input codes match Beverly Hills' specifications. Once Gerritt approves the data specification, then DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, Gerritt and the field arborists check the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with the Village, answers questions, and ensures that Beverly Hills and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage the Village to do so as well. DRG regularly updates Beverly Hills on the project's status and makes the Village aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions the Village has about the data and our TreeKeeper® software and verifies Beverly Hills' satisfaction with DRG's work.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory databases.
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. Agree to allow DRG to host Beverly Hills' tree inventory data in TreeKeeper® software for one year. Terms and conditions apply.
6. By accepting this proposal, the Village of Beverly Hills accepts DRG's Terms and Conditions and Limited Warranty (listed after the Authorization to Proceed page below) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- ☐ Computerized inventory data collection of up to 6,000 existing trees, planting sites, and stumps for a cost of: **\$23,800**
- ☐ Additional inventory data collection above 6,000 trees/sites at a unit rate of: **\$3.96/site**

TreeKeeper® Software - Free One-Year Trial

- ☐ One-year subscription **Free**
- ☐ One-hour online TreeKeeper® orientation training **Free**

During data collection, tree inventory data will be available for clients to view with compatible computer systems via our TreeKeeper® software. Clients agreeing to receive our promotional offer receive one free year of TreeKeeper® service beginning on the last day of the month of the inventory data release and ending 365 days later. DRG also supplies one year of telephone software support. DRG offers no discounts if Beverly Hills declines the promotional software service offer.

TreeKeeper® Software - Renewal Fees (Optional)

The inventory data are the property of the Village, and there is no obligation to extend the software beyond the one-year complimentary service. Should the Village of Beverly Hills wish to continue using TreeKeeper®, the following fees apply. DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.

- ☐ One-year subscription **\$2,500/yr.**
- ☐ Three-year subscription **\$6,250/yr.**
- ☐ Five-year subscription **\$10,000/yr.**

Additional TreeKeeper® Services

- ☐ One Year of Premium Support **\$1,500**
- ☐ Custom TreeKeeper® Training and One Year of Unlimited Telephone Support **\$2,800**

Tree Management Plan

- ☐ Option One: Inventory Summary Report **\$2,500**
A brief analysis of inventory data with i-Tree results
- ☐ Option Two: Standard Tree Management Plan **\$5,500**
Data assessment with findings and recommendations for maintenance with a 5-year projected budget

This proposal is valid for 30 days, after which we reserve the right to amend fees as needed.

Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the Village and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Beverly Hills, MI Street Tree Inventory

Project Total

\$23,800

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Village of Beverly Hills

Client Representative:

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

DRG Project Representative:

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe

under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Experienced Staff

DRG may assign the following team members to the Village of Beverly Hills' project. Their experiences and credentials prove that they have the qualifications needed to work for the hamlet.

Gerritt Moeke, CCF, is a senior environmental specialist with DRG. Gerritt project manages and site manages the implementation of urban forestry and ecological restoration projects. Currently, he supports a Michigan Department of Transportation project covering the maintenance of newly planted trees along I-75 and the mitigation of invasives and other undesirable species that threaten the health of the planted trees and shrubs. Gerritt is OSHA 10-hour certified in General Industry Safety and was internally trained in construction oversight by Davey Resource Group alongside TGC engineering. Previously, Gerritt worked in traditional forestry assessing and managing private tracts of forest land in Northern Michigan for a small forest products company. His experience covered the cruising of timber to appraise both the value and the health of forest, planning and implementation of long-term management of northern hardwood forests, the grading and scaling of cut timber, and the sale of veneer quality hardwood logs. Gerritt earned his bachelor of science degree in forestry from Michigan State University with a minor in economics and is currently a Candidate Certified Forester for the Society of American Foresters and an International Society of Arboriculture Certified Arborist (MI-4520A).

Kyle Schumann is an environmental scientist with Davey Resource Group (DRG). Mr. Schumann has supported numerous tree surveys and assessments in metro-Detroit and Columbus, OH. His areas of professional interest include ecological restoration, wetland and stream conservation, invasive species management, and conservation stewardship. Mr. Schumann has completed several projects including comparative studies of pre-settlement tall-grass prairies, macroinvertebrate stream surveys, and first order stream surveys across the state of Michigan with Michigan State University and Michigan Department of Environment, Great Lakes, and Energy. Mr. Schumann is currently supporting a large-scale reforestation project in conjunction with MDOT along I-75. He holds Bachelors of Arts degrees in Biology and Environmental Science from Adrian College.

Lee Spangler is an environmental specialist with DRG. He holds a B.S. in Forestry with a minor in Urban/Community Forestry and has 6 years of experience in urban forestry, as well as over 10 years experience in horticulture and landscape maintenance. Some of his skills include invasive species control, residential tree and garden planning and planting, native plant installation, prescribed burns, erosion control, heavy equipment use and training, plant/tree identification, and GIS. As an environmental specialist, he engages in a wide variety of projects, from invasive species control for homeowner associations to Michigan Dept. of Transportation right-of-way tree and shrub planting and upkeep. Mr. Spangler is an ISA certified arborist and a former Certified Green Industry Professional. He has training in S190/S130 Wildland Firefighting.

Appendix B: Related Projects and References

DRG lists four projects to demonstrate our ability to complete a similar scope of work to that which Beverly Hills proposes. These experiences show that DRG can:

- Undertake, manage, and complete an inventory project.
- Accurately inventory trees, planting sites, and stumps.
- Provide data in specified formats.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide qualified staff with proven experience inventorying trees and assessing tree condition and risk.
- Analyze inventory data extracting meaningful information that affects tree management, such as species diversity, diameter size class distribution, and tree risk.
- Help communities understand the costs associated with long-term tree maintenance.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

Client: City of Coldwater, Michigan

Contact: Dean Walrack, 517-279-6926

The City of Coldwater received a Michigan Department of Natural Resources grant to support a tree inventory. Through a competitive bid process, the City selected DRG to complete its tree inventory. In 2019, DRG's ISA-Certified Arborists navigated City streets and collected information on 5,503 trees and stumps located in the right-of-way and on public properties. Inventory data included tree location, species, diameter, and an assessment of tree risk and maintenance needs. Tree inventory data were delivered to the City in Davey's TreeKeeper® 8 software. The City has incorporated inventory data into the City's existing GIS platform and uses inventory data to prioritize tree maintenance activities. DRG has subsequently worked with Coldwater, in partnership with ReLeaf Michigan, to provide urban tree canopy assessment data, prioritized planting analyses, and an estimation of tree benefits. Coldwater is using these data to identify planting locations, engage the public, and host volunteer tree planting events.

Client: City of East Grand Rapids, Michigan

Contact: Doug La Fave, 616-940-4817

DRG conducted a street tree inventory in the City of East Grand Rapids. The GIS-based inventory included an assessment of 7,113 trees and stumps. All trees were evaluated for condition, structural soundness, and assigned a risk level to enable the city to prioritize its maintenance needs. DRG's experienced GIS/IT team ensured the city was able to successfully import all inventory data into the city's existing asset management system. The city immediately used their tree inventory to address all priority maintenance issues identified by DRG. DRG's experienced consulting team also presented inventory findings to the City Council, further establishing the value and importance of monitoring community trees.

Subsequently, the city has engaged DRG in ongoing contract forestry services. DRG's team of professional arborists have provided tree inspections and risk assessments to guide city decisions in the maintenance of

specific trees. DRG was also asked to put together a cyclical pruning program and specifications for future tree maintenance contracts. More recently, DRG used inventory data to identify specific tree management concerns, set up a body of work, advertised a contract, managed the bid process, and administered the contract for Fiscal Years 2018 through 2021 pruning and removal operations. DRG continues to support the city's forestry efforts through tree assessments, contract management, tree pest and disease concerns, and public outreach.

Client: Village of Milford

Contact: Christian Wuerth, 248-684-1515

The Village of Milford is a small, tight-knit community in southwestern Oakland County. With a public works department pulled in multiple directions, Milford was interested in gaining further insight on its tree population and using data to improve operations. DRG helped the community secure a State of Michigan Urban and Community Forestry Grant and conducted a complete inventory of 3,066 trees along public streets and within the village's Central Park. The GIS-based tree inventory included an assessment of tree size, species, condition, risk level, and maintenance need. The village received the tree inventory data in Davey's Treekeeper® 7 Tree Management Software. Village staff have been using Treekeeper® 7 to prioritize maintenance activities based on tree risk. To support staff efforts, DRG presented to the village council and detailed the inventory process, key findings, and management recommendations. DRG provides on-call consulting to address specific tree issues or questions that may arise within the village as well as revisions to the village ordinances. The partnership has allowed the village to utilize forestry expertise to augment staff capacity and expertise.

Client: City of Rochester Hills, Michigan

Contact: Matt Einheuser, Natural Resources Manager, 248-841-2551

Rochester Hills' aging tree inventory had not been fully updated since originally collected over 10 years ago. In the intervening years, trees had been removed, planted, and the community has grown. The city hired DRG to perform a full update of the city's existing tree inventory data. The effort was completed in the summer of 2019, resulting in a review and assessment of 21,079 trees across the city. When complete, inventory data were analyzed to produce a Tree Management Plan and provide training and support to city staff on the use of tree inventory management software for the long-term maintenance of community trees.

Appendix C: Inventory Data Fields

1. **Address/Location**—DRG identifies the location of each tree, planting site, and stump by the following attributes.
 - a. *Address*. House address.
 - b. *On Street*. The street the tree is physically found.
 - c. *Side*. The side of the house on which the tree stands in relation to the physical address.
 - d. X and Y coordinates in the desired format.
 - e. *Park Name*. The name of the park.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. A good tree shows no significant problems.
 - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. A poor tree has significant problems that are irrecoverable.
 - d. *Dead*. A dead tree shows no sign of life.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
 - a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Discretionary*. Elephant may opt to prune or manage the trees for health or aesthetic appearance.
 - e. *Stump Removal*. A stump is present and recommended to be removed.
 - f. *Plant*. During the inventory, vacant planting sites are identified as Vacant Site Small, Vacant Site Medium, and Vacant Site Large (implying mature tree size), depending on the growing space available and the presence of overhead wires. Lacking local code definitions, planting sites are determined based on standard specifications included in accepted technical journals and by the arboriculture industry.
7. **Defects**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
 - a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
8. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

1. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
2. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
3. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG's urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; Beverly Hills must determine the level of acceptable risk.

9. **Residual Risk**—DRG estimates residual risk as None, Low, Moderate, High, or Extreme for each inventoried tree, assuming that the recommended maintenance was carried out. DRG based residual risk solely on professional judgment, and our assessment of residual risk is not a guarantee or warranty of risk reduction.

10. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
- a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.
11. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are:
- a. Present and not conflicting.
 - b. Present and conflicting.
 - c. Not present.
12. **Date of Inventory**—The date the DRG urban forester collected the data.



MEMO

Date: February 12, 2024
To: Village Council, Jeff Campbell, Village Manager
From: Neil Johnston, Director Public Services
Subject: Kinross Avenue Decertification

A small section of Kinross Avenue needs to be decertified from the village's mileage certification in accordance with Public Act 51. MDOT has made village staff aware of this flaw in our reporting and have instructed us to remove 146 feet of Kinross Ave., from Madison St. to Sheridan Dr., from the Village of Beverly Hills Act 51 Map.

The recommended resolution is provided on the next page.

Thank you,

Neil Johnston,
Director of Public Services

Jeffery Campbell,
Village Manager

Cc: Kristin Rutkowski, Clerk
File



At a regular meeting of the Village Council of Beverly Hills, Michigan, held at 18500 W. 13 Mile Road, Beverly Hills, Michigan on February 20, 2024, the following resolution was offered by member _____, and supported by member _____.

Be it resolved, the Beverly Hills Village Council does wish to decertify a portion of Kinross Avenue. This decertification of Kinross Avenue is located between Madison Street and Sheridan Drive for a total decertification length of 146 feet.

AYES:

NAYS:

ABSENT:

Passed and approved on this ____ day of February 2024.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Beverly Hills Village Council, Oakland County, Michigan, on the ____ day of February 2024, the original of which is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of February 2024.

Kristin Rutkowski, Village Clerk



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Manager's Report

Date: February 16, 2024

Presidential Primary

The Presidential Primary Election will be held on Tuesday, February 27, 2024. With the passage of Proposal 22-2, voters now have the right to vote in-person at an Early Voting Site prior to Election Day beginning on the second Saturday before the election and ending on the Sunday before the election. The Regional Early Voting Site for Beverly Hills voters is at the Bloomfield Township Public Library located at 1099 Lone Pine Road, Bloomfield Hills, MI 48302. If you have questions about the election, please contact the Southfield Township Clerk's Office at 248-540-3420 or visit the Michigan Voter Information Center at <https://mvic.sos.state.mi.us>

Quarterly Reports

Quarterly Reports for Planning/Zoning, Economic Development, and Parks & Recreation are included in this packet for Council's review.

Presidents' Day

The Village and Township Offices will be closed on Monday, February 19, 2024 in observance of Presidents' Day. Trash collection will remain on its normal schedule.

Village Manager Campbell will provide supplemental info upon his return from vacation next week.

Beverly Hills Public Safety **Activity Report**

Feb 1st to Feb 15th

The Public Safety Department has changed vendors for crime mapping, CrimeDar went out of business. If you are interested in crime mapping the Village, go to **CLEMIS Public Crime Search (arcgis.com)**.

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

○ **CALLS FOR SERVICE**

- **279 Calls for Service.**
- **63 Tickets issued.**
- **13 Arrests.**
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Beverly Hills Academy.
- Alarm at Books a Million.
- Fire Inspection on Lahser.
- Extra Patrol requested at Beverly Hills Academy.
- Medical at Mission Point.
- Hit and Run traffic Accident at Nottingham and Robinhood.
- Traffic report taken at Lahser and 14 Mile.
- Prisoner Transport to the 46th District Court.
- Parking Complaint on Lahser.
- Reckless Driving reported at 14 Mile and Edgewood.
- Mental Health Call on 14 Mile.
- Prisoner Transport to Birmingham PD.
- Lift Assist on Beverly.
- Hospice Death on riverside.
- Extra Patrol at the Corners Shopping Mall.
- Officers stopped a driver for a minor traffic violation at 14 Mile and Evergreen. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- Beverly Park closed for the night.

- Extra Patrol around Beaconsfield and Riverside.
- Vehicle Lockout on Ronsdale.
- Crime Prevention at Berkshire School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical on Hampton.
- Fire Alarm at Market Fresh.
- Alarm on Riverside.
- Operation Medicine Cabinet.
- Identity Theft reported on Kirkshire.
- Crime Prevention at Berkshire School.
- Crime Prevention at Greenfield School.
- Welfare Check on Old Coach.
- Officers were dispatched to pick up two subjects in custody for warrants. The arrests were both without incident.
- Beverly Park closed for the night.
- Officers were dispatched to pick up a subject with a warrant from Farmington Hills PD. The arrest was without incident.
- Extra Patrol around Saxon and Wentworth.
- Lift Assist on Village Pines.
- Medical on Verona Circle.
- Extra Patrol around Metamora and Foxboro Way.
- School Liaison Detail at Groves High School.
- Customer Trouble at books A Million.
- Crime Prevention at Berkshire School.
- Hospice Death on Orchard Way.
- Beverly Park closed for the night.
- Assisted Birmingham PD with a traffic stop at Evergreen and Plantation.
- Suspicious Circumstances at Madoline.
- Extra Patrol at Beverly Park after hours.
- Suspicious Persons on Riverside.
- Traffic report taken at Southfield and Dunblaine.
- Radar Detail at Southfield and Gould.
- Officers stopped a driver for excessive speed at 13 Mile and Evergreen. The driver was arrested for Operating While Impaired and taken into custody without incident.
- Beverly Park opened for the day.
- Fire Truck Checks.
- Alarm on Churchill.
- Damage to parked car reported on Beechwood.
- Odor Investigation on Walmer.

- Medical at Mission Point.
- Traffic Enforcement at Southfield and Dunblaine.
- Hospice Death on Sheridan.
- Medical on Southfield.
- Traffic Enforcement at Beverly and Norchester.
- Animal Complaint on Chelsea Place.
- Motorist Assist at Southfield and 13 Mile.
- Beverly Park closed for the night.
- Extra Patrol at the Corners Shopping Mall.
- Traffic Enforcement at Beechwood and Pierce.
- Traffic Enforcement at 14 Mile and Greenfield.
- Traffic Enforcement at 14 Mile and Lahser.
- Radar Detail at Southfield and Gould.
- Medical on Southfield.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Extra Patrol in Beverly Park.
- Radar Detail at Pierce and Dunblaine.
- Crime Prevention at Beverly Hills Academy.
- Extra Patrol at Market Fresh.
- Traffic Enforcement at 14 Mile and Robinhood.
- Extra Patrol at Medical Village.
- Extra Patrol at Beverly Hills Club.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical on Marimoor.
- Mental Health Call on Gould.
- Traffic Accident at 13 Mile and Lahser.
- Suspicious Circumstances at Lincolnshire and 13 Mile.
- Motorist Assist at Southfield and 13 Mile.
- Traffic Enforcement at 13 Mile and Southfield.
- Motorist Assist on Beverly.
- Beverly Park closed for the night.
- Alarm on Southfield.
- Odor Investigation on East Valley Woods.
- Traffic Enforcement at 13 Mile and Southfield.
- Traffic Enforcement at 14 Mile and Southfield.
- Extra Patrol around Riverview and Meadow Lane.
- Extra Patrol at Groves High School.
- Extra Patrol around Carlelder and Mayfair Lane.
- Officers stopped a driver for a minor traffic violation at Southfield and Beechwood. The driver was arrested for

driving without a license and was taken into custody without incident.

- Citizen Assist on Lahser.
- Traffic Enforcement at Southfield and Gould Court.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Alarm on Camelot Court.
- Crime Prevention at Beverly Hills Academy.
- Extra Patrol at the Corners Shopping Mall.
- Animal Complaint on Evergreen.
- Extra Patrol requested on Vernon.
- Extra Patrol at Market Fresh.
- Medical on Kirkshire.
- Crime Prevention at Beverly Hills Academy.
- Traffic Accident at Southfield and Kirkshire.
- Extra Patrol at Medical Village.
- Extra Patrol at Goddard School.
- Reckless Driving reported at Lahser and 14 Mile.
- Medical at Mission Point.
- Fireworks Complaint at Beverly Park.
- Beverly Park closed for the night.
- Traffic Enforcement at 14 Mile and Southfield.
- Radar Detail at Evergreen and Waltham.
- Radar Detail at Lahser and Orchard Way.
- Extra Patrol around Eastlady and Smallwood.
- Officers were dispatched to Orchard Lake PD to pick up a subject with a warrant. The arrest was without incident.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Robinhood and King Richard.
- Extra Patrol around Camelot Court and Lahser.
- Extra Patrol around Riverview and Meadow Lane.
- Alarm on Lahser.
- Traffic Enforcement at 13 Mile and Evergreen.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Customer Trouble at Market Fresh.
- Operation Medicine Cabinet.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical at Mission Point.
- Medical in Huntley Square Apartments.
- Crime Prevention at Berkshire School.
- Beverly Park closed for the night.

- Crime Prevention at Groves High School.
- Officers stopped a driver for a minor traffic violation at Southfield and Kinross. The driver was arrested for Operating While Impaired and taken into custody without incident.
- Suspicious Person on Madoline.
- Medical in Huntley Square Apartments.
- Crime Prevention at Beverly School.
- Crime Prevention at Berkshire School.
- Crime Prevention at Greenfield School.
- Traffic Enforcement at Lahser and 13 Mile.
- Crime Prevention at Groves High School.
- Suspicious Persons at Riverside and Beaconsfield.
- Sudden Death on Verona.
- Crime Prevention at Berkshire School.
- Medical at Mission Point.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Motorist Assist at 13 Mile and Kennoway.
- Officers were dispatched to a disorderly person threatening a resident on Banbury Court. The arrest was without incident
- Officers were dispatched to the Beverly Hills Grill parking lot to recover a stolen vehicle. The driver was arrested without incident.
- Carbon Monoxide alarm on Birwood.
- Traffic Enforcement at Evergreen and Waltham.
- Radar Detail at 14 Mile and Blossom Court.
- Extra Patrol at the Corners Shopping Mall.
- Beverly Park closed for the night.
- Crime Prevention at Groves High School.
- Officers stopped a driver for a minor traffic violation at Lahser and Hillview. The driver was arrested for outstanding warrants and for Driving While License Suspended. The arrest was without incident.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Beverly Hills Academy.
- Traffic Accident at Groves High School.
- Medical on White Oaks Trail.
- Lost Property reported on 14 Mile.
- Wires Dorn on Leemoor.
- Alarm on Pickwick Lane.
- Crime Prevention at Greenfield School.

- Crime Prevention at Beverly School.
- Suspicious Person on Southfield.
- Fire Alarm on Southfield.
- Traffic Enforcement at Evergreen and Riverside.
- Extra Patrol at the Corners Shopping Mall.
- Citizen Assist on Evergreen.
- Beverly Park closed for the night.
- Radar Detail at 13 Mile and Rutland.
- Radar Detail at 13 Mile and Southfield.
- Traffic Enforcement at Pierce and Kirkshire.
- Extra Patrol around Waltham and Sunset.
- Radar Detail at Lahser and Hampton.
- Extra Patrol around Smallwood and Westlady.
- Suspicious Circumstances at Mission Point.
- Suspicious Vehicle in Huntley Square Apartments.
- Found Property at 14 Mile and Pierce.
- Beverly Park opened for the day.
- Extra Patrol at Market Fresh.
- Odor Investigation at Stafford and 13 Mile.
- Motorist Assist at Southfield and Beverly.
- Medical on Madoline.
- Suspicious Vehicles at 13 Mile and Greenfield.
- Beverly Park closed for the night.
- Extra Patrol requested at Georgetown and Shagbark.
- Suspicious Circumstances on Fox run.
- Traffic Enforcement at 14 Mile and Southfield.
- Traffic Enforcement at Pierce and 14 Mile.
- Crime Prevention at Groves High School.
- Beverly Park opened for the day.
- Animal Complaint on Downing Place.
- Fire Truck checks at the station.
- Beverly Park closed for the night.
- Traffic Enforcement at 13 Mile and Southfield.
- Radar Detail at Churchill and 13 Mile.
- Radar Detail at Lahser and Nottingham.
- Extra Patrol around Riverview and Meadow Lane.
- Suspicious Persons at Berkshire School.
- Traffic Enforcement at 13 Mile and Evergreen.
- Crime Prevention at Berkshire School.
- Crime Prevention at Greenfield School.
- Citizen Assist at Greenfield and 13 Mile.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested for

outstanding warrants and was taken into custody without incident.

- Citizen Assist on Southfield.
- Medical at Mission Point.
- Extra Patrol at Berkshire School.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Radar Detail at Hillview and Lahser.
- Traffic Enforcement at Beverly and Norchester.
- Extra Patrol around Eastlady and Smallwood.
- Beverly Park closed for the night.
- Extra Patrol around Rutland and 13 Mile.
- Suspicious Circumstances at Waltham and Beverly.
- Extra Patrol at Lincolnshire and 13 Mile.
- Extra Patrol around Mayfair and Beverly.
- Extra Patrol around 13 Mile and Southfield.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Berkshire School.
- Alarm on Riverview.
- Fraud reported on Vernon.
- Hit and Run traffic accident on Lahser.
- Crime Prevention at Groves High school.
- Welfare Check on Southfield.
- Crime Prevention at Greenfield School.
- Citizen Assist on Meadow Lane.
- Injury Accident at 13 Mile and Southfield.
- Alarm on 14 Mile.
- Welfare Check on Madison.
- Welfare Check on Birwood.
- Welfare Check on Madison.
- Suspicious Person s at Pierce and Buckingham.
- Beverly Park closed for the night.
- Suspicious Vehicle on 13 Mile.
- Citizen Assist on Southfield.
- Mutual Aid structure fire on Kenosha in Oak Park.
- Crime Prevention at Beverly School.
- Crime Prevention at Beverly Hills Academy.
- Radar Detail at Evergreen and Coryell.
- Informational Report made at the station.
- Crime Prevention at Medical Village.
- Crime Prevention at Market Fresh.
- Reckless Driving reported at Lahser and 13 Mile.
- Extra Patrol around Vernon and Billington Court.

- Extra Patrol in Beverly Park.
- Traffic Accident at Groves High School.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly Hills Academy.
- Extra Patrol at the Corners Shopping Mall.
- Medical at Mission Point.
- Road Hazard removed on Bellvine Trail.
- Traffic Enforcement at Evergreen and Riverside.
- Beverly Park closed for the night.
- Radar Detail at Lahser and Hampton.
- Extra Patrol around Eastlady and Breezewood.
- Extra Patrol around Pierce and Beverly.
- Crime Prevention at Queen of Martyrs.
- Extra Patrol around Wilshire and Sunset.
- Medical on Metamora.

Fire & Emergency Medical Services

- 27 EMS Calls.
- 1 Wires Down.
- 2 Lift Assists.
- 3 Smoke Investigation.
- 4 Fire Alarms.
- 1 CO Alarms.
- 1 Occupancy Review.
- 1 Knox Box Installation.
- 2 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- NFIRS data uploaded to FEMA.
- 26 Hours Fire Training Completed.
- 20 Hours EMS Training Completed.
- Annual CPR Recertification Completed.
- Attend & Chair Fire Governance Committee.
- Fire Instructor I 2024-2-63-H07C-0219 Course Taught.
- Attended Michigan Fire Fighters Training Council Meeting.
- Annual SCBA flow test completed.
- Updated OCMCA protocols.
- Fire Instructor I 2024-2-63-H07C-0217 Course closed.
- Fire Instructor I 2024-2-63-H07C-0219 Course administration.
- Growing Up in the Fire Service 2024-2-63-Q61Q-00340 Course administration.

- Growing Up in the Fire Service 2024-2-63-Q61Q-00341 Course administration.
- Regional Alliance of Firefighter Training Fire Officer I Course administration.

Detective Bureau & School Liaison Officer

- Prisoner Transport from Birmingham PD to 46th District Court.
- Obtained evidence from resident via Evidence.com.
- In-custody warrant arraignment-Retail Fraud.
- In-custody warrant arraignment-DWLS.
- In-custody warrant arraignment-Id Theft.
- Det. Balagna attended SWAT training-2/5/2024.
- Court Innovations at 46th District Court.
- New firearm legislation training completed.
- Decontamination techniques training completed.
- Sent ID Theft case to Hillsdale Police-Same suspects.
- Basic Airway Mastery MFR training completed.
- Fire Officer Safety training completed.
- In-custody arraignment for Receiving & Concealing a Stolen Vehicle.
- PSO Cazan spoke with Women's Club regarding elderly scams.
- SRO Geml attended CSC Investigation training.
- Traffic Conference at 46th District Court.
- SRO Geml at Groves High School for school security detail.
- PSO Cazan testified in the Counterfeit case at 46th District Court.
- PSO Cazan took multiple reports at desk.
-
-
- **Drivers were using drugs or alcohol in 40% of Michigan fatal crashes**
- Justin Hicks, MLive
- 1.16.24
- About 40% of the 1,053 fatal vehicle crashes in **Michigan** involved alcohol and/or drugs in 2022.
- In total, the state had 10,489 crashes in which a driver was found to be impaired, resulting in 454 deaths and 6,327 injuries, according to the annual drunk driving audit completed by Michigan State Police in 2023.
- No Michigan community had a higher percentage of its vehicle crashes involving driver impairment (10.6%) than Keweenaw County in the western Upper

Peninsula. The county of about 2,024 people had sixty-six total crashes, and seven were linked to alcohol and/or drugs.

- Keweenaw's 34.6 impaired driving crashes per 10,000 people also surpassed Michigan's 82 other counties, followed by Luce (27.6), Benzie (24.4), and Schoolcraft (22.6) – all are in Northern Michigan.
- Meanwhile, Clare had the lowest rate of impaired driving crashes per 10,000 people (7.1), followed by Macomb (7.9), Ingham (8), Midland (8), and Branch (8).
- In Michigan it's a crime for a driver to have a bodily alcohol content (BAC) of 0.08 or greater if over age 21, or 0.02 or greater if under the legal drinking age. Drivers can be arrested at any BAC level if they exhibit signs of impairment while operating a motor vehicle.
- Driving drunk can be penalized by up to 93 days in jail upon first offense, plus the potential for fines, community service hours and license suspension. There can be more severe consequences for subsequent convictions, if the driver's BAC is higher than .17, and/or if they injure or kill someone.
- Below is a county-by-county map based on the percentage of crashes in which police determined alcohol and/or drugs were a factor. Hover over and select a county to see more data, including its number of injuries and fatal crashes involving an impaired driver.
- MSP's annual audit also includes county-by-county arrest data for violations that involve operating a vehicle while impaired by alcohol and/or drugs. Officials identified 26,707 such arrests in 2022, or 26.40 arrests per 10,000 people.
- Counties in Northern Michigan had some of the worst rates of arrests when accounting for population differences. The worst offending county was Baraga in the western Upper Peninsula, with 80 arrests for suspected impaired driving – or 99.78 arrests per 10,000 people.
- Other top offenders included Charlevoix (80.2), Otsego (75.2), Kalkaska (74.6), Menominee (71.8), and Alger (64.4).
- Meanwhile, the counties with the lowest rates of impaired driving arrests per 10,000 people were Branch (13.6), Ingham (16.6), Kalamazoo (17.4), Barry (17.4), and Eaton (18.8).

- Below is a map with 2022 arrest data for offenses like driving under the influence and operating under the influence. Hover over or select a county to see its arrest total and arrests per 10,000 people.
-
- Below is a searchable database of crash and arrest data associated with alcohol and/or drug impairment. Select a column header to arrange the data in many ways.
- Michigan's 2023 drunk driving audit won't be completed and made public until summer 2024.
- <https://www.mlive.com/public-interest/2024/01/driver-was-using-drugs-or-alcohol-in-40-of-michigan-fatal-crashes.html>



To: Jeffery Campbell, Village Manager

From: Mark Stec, Planning & Zoning Administrator

Date: 2/8/24

RE: Building & Planning Department Quarterly Report 11/1/23 – 1/31/24

Building Department

- Road Preservation Bond established for new construction and demolitions
- Capped permit fee for non-structural building permits at \$400
- Updated online building permit application to include previously adopted "Building Dept. Construction Site Maintenance Requirements"
- Rental Property Inspection Checklist created and included with application form
- Permits Issued:
 - Building Misc.: 61
 - Building New Construction: 1
 - Plumbing: 48
 - Electrical: 118
 - Mechanical: 84
 - Fence: 8
 - Demolition: 4
 - ROW: 7
 - Sewer: 10
 - Sign: 2

Planning Department

- Annual Report completed by Planning Commission and submitted to Council
- Short term rental ordinance subcommittee continuing
- Fence subcommittee continuing
- 2024 Planning Commission priorities to be set following 2/14/24 Joint PC and Village Council meeting
- Planning Commission Activity:
 - Site Plan Review
 - Recommendation of approval for revised plans for Market Fresh center
 - Special Land Use Request
 - Plans for expansion to the Apostolic Christian Church (19400 W. 13 Mile Road) in review process
 - Two Sign permits reviewed
 - One Lot Split recommendation made



Economic Development Quarterly Report

Village of Beverly Hills Photography Project

Photography services have been contracted to capture and create a database of images of various aspects of life in the Village such as landscape, public spaces, park spaces, neighborhoods, exterior of buildings and other scenes/environments. Once the project is completed, these images will be used on all Village media channels, including but not limited to the website, social media accounts, calendars, and other publications.

Business Connect

The Village of Beverly Hills Economic Development Department has created the *Business Connect*, an electronic newsletter designed to keep business owners informed of the multitude of resources and entrepreneurial opportunities available to them such as grants, small business loans and workshops. The first e-newsletter will go out later this month.

Business Spotlight

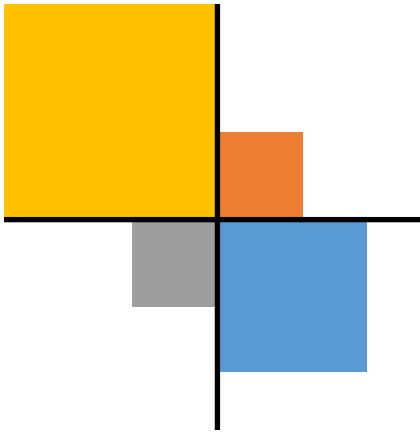
The Economic Development section in the Villager, Business Spotlight, highlighted Beverly Hills Nutrition for the December 2023 issue. Brady's Tavern will be featured in the March 2024 issue.

Village Center

Grant funding is actively being pursued to fund the placement of street furnishing and softscape in the Village Center.

Educational/Training Opportunities

- Michigan Main Street Training Series (MEDC)
- Match on Main Webinar (MEDC)
- CECD Exam Essentials Workshop (IEDC)
- Planners Gathering: Maximum Extent Practical (MEP) Stormwater Standards (Oakland County)
- 2024 AARP Community Challenge Q&A Webinar (AARP)

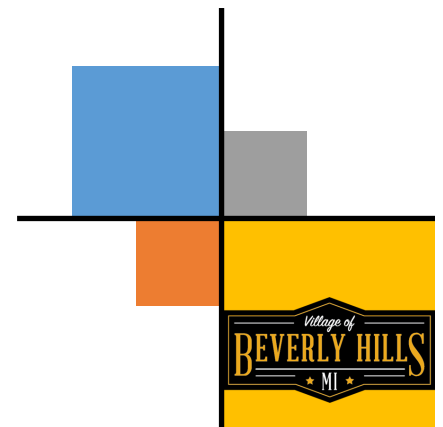


VILLAGE OF BEVERLY HILLS

ECONOMIC DEVELOPMENT

2023 ANNUAL REPORT

Village of Beverly Hills
18500 W. 13 Mile Road
Beverly Hills, MI 48025-5267
www.villagebeverlyhills.com





ECONOMIC DEVELOPMENT

What is Economic Development?

According to the Michigan Economic Development Association, “economic development is attracting and growing businesses, creating and retaining jobs and making our communities a better place to live,”. In layman’s terms, economic development is the locomotive that powers a community’s growth. In October of 2022, the Economic Development Department was established to help facilitate the growth of the Village of Beverly Hills. Guided by a comprehensive Village Center plan, the Economic Development Department has been working passionately on establishing a working rapport with the business community while learning new concepts and pillars of economic development.

The purpose of the 2023 Economic Development Annual Report is to provide a brief synopsis of the department’s significant undertakings over the last year, highlight our business district’s activities and offer a glimpse into the direction the department will be taking for the up-and-coming year.

BEVERLY HILLS: BY THE NUMBERS



Total Population: 10,584



Medium Household Income: \$148,101



Medium Housing Value: \$403,100



Area: 4 Square Miles

*Source SEMCOG- Beverly Hills Community Profile: <https://www.semcog.org/data-and-maps/community-profiles/communities=2020#People>

OPEN FOR BUSINESS IN 2023

The Tutoring Institute
16231 W. 14 Mile Road, Suite 100

Birmingham Family Dentistry
16231 W. 14 Mile Road, Suite 200



HIGHLIGHTS

EXPERIENCE BEVERLY HILLS During the summer, the Village of Beverly Hills participated in the Southeast Michigan Council of Governments (SEMCOG) Experience Southeast Michigan video series (formally called Shop Local). In the video, the Village of Beverly Hills along with several different businesses showcased some of the Village's options in retail, dining establishments and recreation. The link to the Experience Beverly Hills video can be found on the Village's website.

The Village would like to thank SEMCOG and the following businesses for their participation:

- Beverly Hills Grill
- Brady's Tavern
- Market Fresh
- Michigan Beer Growler Company
- Michigan Coffee & Creamery Company
- Premier Pet Supply
- Village Pharmacy
- Wanna Cookie?



Still from Experience Beverly Hills video.

BUSINESS SPOTLIGHT In the Villager, the quarterly newsletter mailed to each business and household, the Economic Development Department created a section to showcase businesses in the community. This effort to connect businesses to the community has been met with positive feedback from business owners and residents.

The Village would like to thank the following businesses for their participation:

- Beverly Hills Grill (March 2023 issue)
- Michigan Beer Growler Company and Michigan Coffee & Creamery Company (June 2023 issue)
- The Goddard School of Beverly Hills (September 2023 issue)
- Beverly Hills Nutrition (December 2023 issue)

BUSINESS CONNECTION In an effort to open the lines of communication and foster a relationship between the municipality and the businesses, the Economic Development Department has been actively reaching out to businesses and commercial property owners within the Village by mail correspondence and face to face conversations.



THE VILLAGE CENTER

We are far from achieving and implementing the vision and concept strategies established in the 2016 Master Plan. However, a huge stride has been accomplished this year with the construction of two commercial buildings. As we go into the new year, we can look forward to seeing more growth in the Village Center with two highly anticipated projects taking place in the heart of our district.

Completed in 2023

TACO BELL Taco Bell located at 31305 Southfield Road remodeled their interior.

THE GODDARD SCHOOL & ANNEX BUILDING The Goddard School project located at 31655 Southfield Road and 31689 Southfield Road, was a two-phase two building commercial construction project completed in 2023. The first phase of the project consisted of The Goddard School of Beverly Hills, a two-story early childhood center. The second phase of the project was a two-story front annex building that will feature a mixed use of commercial and retail space.



The ribbon cutting ceremony for The Goddard School of Beverly Hills took place on August 8, 2023.

Up and Coming Village Center Projects

MARKET SQUARE Be on the lookout for an exterior renovation and a 3,594 square foot addition at Market Square Properties, located at 31215 Southfield Road and 31201 Southfield Road. This project will consist of a façade update to seven businesses, reconfiguration of the parking lot, new landscaping, and space for a new restaurant, Supino Pizzeria.

31535 SOUTHFIELD ROAD An indoor recreation facility will be opening in the former Bed Bath and Beyond location at 31535 Southfield Road. This unique 41,000 square foot facility will feature pickleball courts and golf simulators.





Looking Ahead

After an inaugural year of learning and dipping our toe in the mass waters of economic development, the Village of Beverly Hills Economic Development Department will concentrate on three important components for the year of 2024- marketing & attraction, business retention and expansion, and community development.

MARKETING & ATTRACTION Attracting businesses, talent and visitors and marketing our commercial districts more specifically creating an identity and making our Village Center recognizable is tremendously vital to the Village of Beverly Hills and will be a focal point for the up-and-coming year. The Economic Development Department will be working on identifying opportunities to create a cohesive sense of place for the Village Center through softscape and street furnishing for the Village Center, as well as seeking grants to incorporate key design elements such as lighting, street furnishing, and landscaping within public spaces/right of ways. Moreover, the Economic Development Department, in collaboration with local businesses, will host a range of community events throughout the year to attract people to the Village Center.

BUSINESS RETENTION & EXPANSION The Village will continue to support the preservation and growth of our local businesses. It is imperative that businesses receive support. One way to support businesses is through programming. In the coming year, there will be events and workshops focused on such things as networking, workforce development and business development. Another way we will support our local businesses is by connecting them to county, state and federal grants, incentives and resources via an electronic mailing list that will go out when the information becomes available. Furthermore, Village staff will continue to support local businesses by promoting and attending businesses' events, conducting business retention visits, and acting as a liaison between business owners and other departments when appropriate.

COMMUNITY DEVELOPMENT The Village of Beverly Hills will continue to focus on fostering partnerships with county, state, and federal organizations to address community needs, build assets, and create a vibrant and sustainable community. One such partnership is with the Michigan Economic Development Corporation (MEDC) and their Redevelopment Ready Communities program. Redevelopment Ready Communities (RRC) is a no-cost program that will help guide the Village's redevelopment efforts in the community by creating effective, efficient, and transparent processes using six best practices: Plans and Public Engagement, Zoning, Development Review, Boards and Commissions, Economic Development and Marketing, and Priority Redevelopment Sites. The Village of Beverly Hills will continue to engage with the Redevelopment Ready Communities program. There are a vast number of benefits for participating in this program including, but not limited to, receiving outside review on various processes and policies pertaining to planning, zoning and development, technical assistance match funding and the promotion of redevelopment sites upon certification.





To: Jeffrey Campbell, Village Manager

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

CC: Neil Johnston, Public Services Director

Subject: Parks Quarterly Report November - January

Date: January 31, 2024

The following is a summary of park related activities that occurred between November 1, 2023 and January 31, 2024.

- Administration worked with Oakland County Parks to finalize a buckthorn informational sign to be installed at Beverly Park.
- Administration obtained information and quotes for online pavilion reservation software. Met with vendors and participated in demonstrations.
- The ice rink at Beverly Park was flooded and maintained for public use.
- At the direction of Administration, PM Environmental began conducting the Phase 1 site assessment on the Wendbrook property.
- Public Works continues its efforts to clean up trees and deadfall throughout Beverly Park

Parks & Recreation Board:

The Parks & Recreation Board made the development of Beverly Green its top priority this quarter. Resident and landscape architect George Ostrowski provided revised concept plans for review at the January 18, 2024 Joint Parks & Recreation/Council meeting. Based on resident feedback, the parking spaces were removed from the original design.

Board recommendations/actions:

- Continue Java & Jazz series in 2024.
- Waive sales restrictions for Village sponsored events.
- Approve Schools Offer Support's (SOS) request to host 5K at Beverly Park and on Village streets in October 2024.
- Formalized pavilion rental fee waiver recommendation standards. New form on Village website.
- Appointed members Goodrich, Ross, and Bayless to the joint Beverly Park 2050 Visioning Project Subcommittee.
- Purchased Parks & Rec tumblers for volunteers.

Events:

A community tree planting event was held at Beverly Park on Saturday, November 11, 2023. The Village was awarded a DTE Energy Foundation grant to help pay for the trees.