

**Village of Beverly Hills
Regular Village Council Meeting
Tuesday, July 16, 2024**

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

Zoom link: <https://us02web.zoom.us/j/88467762510>

Meeting ID: 884 6776 2510

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

AGENDA

Roll Call/Call to Order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of [minutes](#) of a special Council meeting held June 27, 2024
2. Review and consider approval of [minutes](#) of a regular Council meeting held July 2, 2024.
3. Review and consider approval of minutes of a Closed Session meeting held July 2, 2024.
4. Review and file [bills](#) recapped as of Monday, July 15, 2024.
5. Review and consider appointing voting [delegate](#) for the Michigan Municipal League Annual Meeting.
6. Review and consider National Opioid [Settlement](#) with Kroger.
7. Review and consider Our Lady Queen of Martyrs' [request](#) to place Oktoberfest sign at Southfield Road and Dunblaine.

Business Agenda

1. [Update](#) on Sidewalk Connector Program.
2. Review and consider [approval](#) of proposal by Precision Concrete Cutting to perform trip hazard elimination throughout the Village.
3. Review and consider accepting BACB grant and contracting with MDIS for a camera and sound [system](#) installation at the Beverly Park pavilion.
4. Review and consider approval of [quotes](#) from Stump Demolition and Land Clearing, LLC for Riverside Park improvements.
5. Review and consider Defined Benefit Plan Surplus Division Adoption [Addendum](#) with MERS for the Public Safety Department.

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.

6. Review and consider adopting Parental Leave [Policy](#) for Village Staff.
7. [Announcement](#) of vacancies on the Zoning Board of Appeals.
8. [Announcement](#) of a vacancy on the Birmingham Area Cable Board.
9. Discuss, review and consider the selection process for an Interim Village Manager.

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.

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SPECIAL COUNCIL MEETING MINUTES – JUNE 27, 2024 – PAGE 1

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

Absent: Drummond

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

ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mooney, second by Abboud to add item 2 on the agenda to discuss measures to find a new manager.

Roll Call Vote:

Abboud – yes

George – no

Hrydziusko – no

Kecskemeti – no

Mooney – yes

O’Gorman – no

Motion failed (4-2)

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

Mooney opposed.

Motion passed.

PUBLIC COMMENTS

None.

BUSINESS AGENDA**ACCEPT VILLAGE MANAGER JEFFREY CAMPBELL’S LETTER OF RESIGNATION**

Jeffrey Campbell submitted his letter of resignation, effective August 1, 2024. A copy of the letter was provided to the Council prior to the meeting.

Mooney asked for more discussion on this item. He inquired when and with whom the possibility of resigning was communicated. He said an unfortunate series of events lead to this decision.

Hrydziusko thanked Campbell for the time he spent with the Village. She said he has made monumental changes and created big shoes to fill.

Motion by Hrydziusko, second by Kecskemeti, the Beverly Hills Village Council accepts Village Manager, Jeffrey Campbell’s letter of resignation.

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

Roll Call Vote:

Abboud – no

George – yes

Hrydziusko – yes

Kecskemeti – yes

Mooney – yes

O’Gorman – yes

Motion passed (5-1)

PUBLIC COMMENTS

None.

COUNCIL COMMENTS

O’Gorman extended his thanks to Campbell for his extraordinary work. He said it is unfortunate that he is leaving.

Kecskemeti echoed O’Gorman’s sentiments. She said she has nothing but respect for Campbell and thanked him for his service to the Village of Beverly Hills. She said it takes courage to walk away from a job. She noted that attracting people in the public service sector is becoming increasingly difficult. She asked Council to think about how they treat personnel and what makes Beverly Hills a good place to work.

Abboud said he did not understand the reasons Campbell provided. He wished Campbell the best. He recommended looking at the Michigan Municipal League for a list of interim managers.

Mooney wished Campbell the best. He said he expects a manager to stand up to political pressures and to understand the Village Charter. He said he does not think Campbell got enough support, especially with the Public Safety Department. He said he thinks Campbell got some bad advice and that the micromanagement was unfortunate.

Hrydziusko said that abuse toward staff from behind the Council desk needs to stop. She said speaking to staff that negatively is unacceptable. She said residents are thankful for things Campbell has done and she thanked him for his time.

George said that this is a people business. He wants to make Beverly Hills a good place to work and wants staff to feel like Council has their back. He said Campbell handled a lot in a positive way and has nothing but admiration for him.

ADJOURNMENT

Motion by Mooney, second by Hrydziusko, to adjourn the meeting at 7:55 p.m.

Motion passed.

John George
Council President

Kristin Rutkowski
Village Clerk

REGULAR COUNCIL MEETING MINUTES – JULY 2, 2024 – PAGE 1

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

Absent: George, O’Gorman

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 Hrydziuszko called the regular Village Council meeting to order at 7:41 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. It was noted that there were some technical difficulties with the broadcast, so the meeting started a few minutes late. 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 submitted.

Motion passed.

COMMUNITY ANNOUNCEMENTS

Ben Larson-Wolbrink, Northbrook Presbyterian Church, Beverly Hills, said that the church is hosting a monthly Neighborhood Night and all are welcome to join. The next event will be on Wednesday, July 10, 2024.

PUBLIC COMMENTS

None.

CONSENT AGENDA

Motion by Mooney, second by O’Gorman, be it resolved, the consent agenda is approved.

1. Review and consider approval of minutes of a regular Council meeting held June 18, 2024.
2. Review and consider approval of minutes of a Closed Session meeting held June 18, 2024.
3. Review and file bills recapped as of Monday, June 3 and Monday, June 17, 2024.

Roll Call Vote:

Motion passed (6-0)

BUSINESS AGENDA**UPDATE ON JUNE 2024 STORM AND EMERGENCY DECLARATION**

Campbell provided a synopsis of the recent storm and clean up efforts. He thanked everyone who mobilized to help during the disaster anomaly. On June 19, 2024, a thunderstorm cell with incredibly strong winds went through the Village of Beverly Hills, causing a staggering amount of damage to the Village. Almost immediately after the winds ceased, Public Safety and the Administration were informed of the widespread power outages throughout the Village and that there were trees, limbs and branches down throughout the Village. Public Safety responded immediately and the DPW crew responded within 30 minutes after the storm passed.

The storm resulted in trees down throughout the Village, making at least a dozen streets impassable throughout the Village. The hardest hit area in the Village were the neighborhoods east of Evergreen. Streets including, but not limited to, Devonshire, Beechwood, Beverly, and Locherbie had several trees blocking the road. Through that night, DPW crews worked to make some roads passable. DTE dispatched crews to assess damage and start restoring power at 12:00 a.m. that evening. Due to utility poles and lines snapping, 13 Mile Road was closed between Southfield and Evergreen.

Early on the morning of June 20, 2024, the Administration was better able to assess the incredible amount of damage to the Village. At that point, the Administration secured three crews from JH Hart Urban Forestry and two crews from Davey Tree Service to assist the Village in the clearing of roads and removing dangerous limbs from trees. These crews worked all day to open roads. In addition, two local landscaping companies were able to offer crews and equipment to assist the Village. Jason's Outdoor Services began work in Beverly Park. Many trees fell in Beverly Park, and the trail had to be closed for the public's protection. Johnson Landscaping also sent crews to assist in the cleanup efforts.

Throughout the day, Village residents began moving branches to the curb, helping their neighbors and contacting tree services to deal with private trees that came down in their yards. There was a great sense of community spirit, the patience and cooperation demonstrated by the Village of Beverly Hills residents should be commended.

On Friday, June 21, 2024, the Village brought in an additional crew from Davey. 13 Mile Road opened that evening as well. On Friday, the Administration also secured a large chipper to help chip trees, limbs and branches that could not be chipped by any normal chipper. By the end of the day, most roads were passable.

The crews worked on Saturday as well, opening all roads and continuing to remove dangerous limbs from the trees. DTE restored power to most Village residents by Saturday evening. On Monday, June 24, 2024, the large chipper showed up and began chipping in the southeast portion of the Village. The additional crews and landscapers continued to chip throughout other sections of the Village and removing additional hanging limbs.

That same day, after consultation with neighboring communities and the Oakland County Emergency Management Team, the Village of Beverly Hills declared an official State of Emergency with Oakland County. Late that afternoon, County Executive Dave Coulter declared a State of Emergency for the Village of Beverly Hills. The reason for the declaration is to make all resources available and funding to the Village from the State of Michigan. More specifically, following a state emergency or disaster declaration, the governor may authorize financial reimbursement to municipalities for some disaster related response and recovery costs from the Disaster and Emergency Contingency Fund (Section 19 of Public Act 390 of 1976 as amended). It is completely within the Governor's discretion whether she would declare a state emergency for Beverly Hills. The Village Administration reached out to our State Representatives and State Senators to garner support for said declaration. Everyone indicated they would support the Governor issuing a declaration. Under Section 19, the Village may be eligible to reimburse public funding in an amount of up to \$250,000 for the Village.

All crews continued to work on chipping and limbs throughout the Village. On Wednesday, June 26, the large chipper had a minor mechanical issue and had to undergo repairs. It delayed the chipping by two days, at least. The hope is that the large chipper will begin work on Friday and work through Saturday and Sunday.

Fortunately, the Village has not received any reports of bodily injuries as a result of the storm.

Declaration

The Governor has denied financial reimbursement to the Village and we are working to appeal the decision.

Cleanup Expectations

The Village is doing everything possible to expedite the cleanup of the trees, branches and limbs throughout the Village. After trees, trunks, limbs and branches are removed, the Village streets will be swept to get up loose debris. The Village will also need to cut and/or remove damaged trees throughout the Village. The Council and public will be notified of what that will entail or require once the cleanup is near completion. This cleanup will likely continue through the end of July.

Costs

At this time, we have very few hard numbers. The invoices for the work are just starting to be submitted. However, we estimate we will be spending at least \$250,000 for the cleanup effort between all the overtime, contractors and equipment needed to clean up this disaster.

Conclusion

I am proud of the response by the community, Council, the Administration and workers who have aided us throughout the cleanup project. Everyone pulled together to help each other, and that is indicative of a strong community.

Campbell thanked all the staff, contractors, and residents. He appreciated residents' patience during the clean up efforts and said he was very proud of this community.

Mooney said this storm was the worst weather impact he has seen in Beverly Hills and that Campbell deserves all the credit in the world for the great response. He said it was remarkable how many large trees were ripped out of the ground. He also commended Johnson Landscaping for their work in his neighborhood. He said communication has been great during the storm and aftermath.

Hrydziuszko commended Administration for a thorough response and great communication. She said she is thankful that we made it through without any injuries. She thanked the private contractors for helping as well.

SECOND ANNOUNCEMENT OF VACANCIES ON THE ZONING BOARD OF APPEALS

Campbell gave the second announcement of vacancies on the Zoning Board of Appeals. There are three vacancies on the Zoning Board of Appeals: 1 full member vacancy for a partial term ending June 30, 2025; 1 Alternate Member vacancy for a full term ending June 30, 2027; and 1 Alternate Member vacancy for a partial term ending June 30, 2026.

The ZBA meets the second Monday of the month at 7:30 p.m. as necessary. The ZBA hears appeals of applicants who request exceptions from or official interpretations of the Zoning Ordinance. Members must decide whether or not a physical hardship or practical difficulty exists, which justifies the granting of a variance.

All interested and eligible residents of Beverly Hills are encouraged to apply to fill the vacancy on the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk's office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025). Applications are due Tuesday, July 23, 2024.

ANNOUNCEMENT OF A VACANCY ON THE BIRMINGHAM AREA CABLE BOARD

Campbell gave an announcement of a vacancy on the Birmingham Area Cable Board for a term ending June 30, 2027. The Cable Board meets the third Wednesday of every other month at 7:45 a.m. The Cable Board advises Village Council as to all matters related to cable television. The Board monitors the performance of franchisee and compliance with franchise agreement.

All interested and eligible residents of Beverly Hills are encouraged to apply to fill the vacancy on the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk's office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025). Applications are due Tuesday, July 23, 2024.

PUBLIC COMMENTS

None.

MANAGER'S REPORT

Village Office Closed - The Village Office will be closed on Thursday, July 4, 2024. Village Hall will reopen for normal business hours on Friday, July 5, 2024 at 8:00 a.m.

Water Department Updates - On July 1, 2024, the new, increased water and sewer rates will become effective. The Administration will be sending a special edition of the Villager in July that explains the increases and the reasons for the increases.

In addition, after the Village published its 2023 Consumer Water Quality Report, GLWA and SOCWA noted that something needed to be included in the report. The additional information does not change the results of our water. The following portion is required to be included in the report:

Communities served by Springwells water treatment plant.

Required information on Great Lakes Water Authority's (GLWA) Administrative Compliance Agreement (ACA) with Michigan Department of Environment, Great Lakes, and Energy Drinking Water and Environment Health Division (EGLE)

Great Lakes Water Authority (GLWA) is required to notify water users of any unresolved significant deficiencies identified by the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environment Health Division (EGLE). Below is the status of significant deficiencies in the GLWA water system identified by EGLE:

Date Identified by EGLE	Description	Compliance Agreement Deadline	Status
05-25-2022	Inoperable rapid mixing equipment at the Springwells 1930's water plant	12-31-2023	Completed in December 2023.
05-25-2022	Inoperable flocculation equipment at the 1958 Springwells water plant	11-11-2027	Phase I - Construction phase in progress and is scheduled to be completed in 2025

A complete, amended 2023 Consumer Water Quality Report will be included in the special edition of the Villager. The amended 2023 Consumer Water Quality Report can be viewed at our website by clicking at the link below:

<https://cms7files.revize.com/beverlyhillsmi/2023%20CCR%20Beverly%20Hills%20amended%2006.24.pdf>

Sidewalk Update - At the July 16, 2024 Council meeting, the Administration and HRC will provide an update on progress on the Transportation Alternative Program Grant and the Safe Route to School Grant to install new sidewalks throughout the Village. The Council will also receive a proposal to continue maintenance of the existing sidewalk at the same meeting.

Paddle & Par - Construction on the new Paddle & Par recreational business that will be occupying the former Bed, Bath & Beyond is underway. Paddle & Par is a new indoor pickleball and golf facility that will offer food and drink to its patrons. This is a unique venue that will create new recreational opportunities for residents and visitors alike.

2024 Village Council Election - There will be 4 Village Council seats on the November 5, 2024 ballot (3 full term, 4-year positions and 1 partial, 2-year position). Elections of Village officers are on a non-partisan basis. Interested and eligible electors of the Village must submit a nominating petition and Affidavit of Identity to the Southfield Township Clerk's Office by 4:00 p.m. on July 23, 2024. Forms are available at the Southfield Township Office located at 18550 W. 13 Mile Road between 8:30 a.m. and 5:00 p.m., Monday through Friday.

Upcoming Events at Beverly Park

- "Food Truck Mondays" begins Monday, July 8th from 4:30 to 7:30 p.m.
- Concert in the Park featuring Northgate Drive is on Friday, July 12th at 7:00 p.m.
- Java & Jazz will be held on Sunday, July 21st from 9:00 a.m. to noon.

There was discussion about the upcoming full and partial terms on the ballot.

COUNCIL COMMENTS

Drummond thanked Administration, Public Safety, DPW, and contractors for the quick response to the storm.

Keckskemeti echoed the compliments regarding the storm response. She said it was incredibly organized and has only heard good feedback from residents regarding the Village. She noted that Representative Price is holding a community forum at Baldwin Public Library on Monday.

Abboud apologized to Campbell for voting against accepting his resignation at the last meeting. He said he was elected to SEMCOG's Transportation Council. He will be attending the MML Convention in September. He said Next's Golf Classic Fundraiser is on September 13, 2024. He wished everyone a happy and safe 4th of July.

Mooney suggested that Abboud reach out to Next, the City of Birmingham, and the Planning Commission regarding the plans for the YMCA. He said perhaps a subcommittee should be formed to monitor the progression of the plans. He noted that due to redistricting, Southfield Township may be communicating some ballot changes. He said neither O'Reilly nor Nelson will be seeking reelection for the Township and it will be a great loss.

Hrydziuszko thanked Administration and Public Safety for all they have done over the last two weeks. She said it has been nothing short of amazing. She gave an update on the Beverly Park 2050 Vision subcommittee and noted that the depth of Beverly Pond is 6 feet. She wished everyone a happy 4th of July. She asked everyone to be extra careful with fireworks since there is a lot of dry debris throughout the Village from the storm.

CLOSED SESSION PER MCL 15.268(e) TO CONSULT WITH ATTORNEY ON PENDING LITIGATION

The following resolution was offered by Mooney, with support from Abboud:

WHEREAS, at the regular Village Council Meeting held on Tuesday, July 2, 2024 Village Council desires to go into closed session to discuss specific pending litigation with the Village Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Village of Beverly Hills hereby agrees to meet in Closed Session, as permitted by the Open Meeting Act MCL 15.268(e) at the Regular Meeting held on Tuesday, July 2, 2024, at 8:32 p.m. at the Village of Beverly Hills, 18500 W. Thirteen Mile Road, Beverly Hills, Michigan, 48025. The purpose of the Closed Session is to discuss the following specific pending litigation: Beverly Hills Racquet & Health Club, Ltd. v. Village of Beverly Hills Zoning Board of Appeals, Court of Appeals No. 361202, Lower Court No. 21-190294 -AA, pending in the Michigan Court of Appeals regarding trial or settlement strategy in conjunction with the above-named lawsuit, which if this session was held in an open meeting would have a detrimental financial effect on the litigation or settlement position of the public body.

Roll Call Vote:
Motion passed (5-0)

The Council took a brief recess.

The Closed Session began at 8:39 p.m.

The Regular Meeting resumed at 8:55 p.m.

ADJOURNMENT

Motion by Mooney, second by Kecskemeti, to adjourn the meeting at 8:56 p.m.

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

Motion passed.

Racheal Hrydziuszko
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 07/02/2024 THROUGH 07/15/2024.

ACCOUNT TOTALS:

101	GENERAL FUND	\$234,110.87
202	MAJOR ROAD FUND	\$18,560.61
203	LOCAL STREET FUND	\$63,171.84
205	PUBLIC SAFETY DEPARTMENT FUND	\$118,192.61
592	WATER/SEWER OPERATION FUND	\$320,894.89
701	TRUST & AGENCY FUND	\$377.83
730	RETIREE HEALTH CARE FUND	\$119.00
	TOTAL	<u>\$755,427.65</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$755,427.65</u>
	GRAND TOTAL	<u>\$755,427.65</u>

07/12/2024 10:27 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 07/02/2024 - 07/15/2024

Page: 1/2

Check Date	Bank	Check	Vendor Name	Invoice Vendor	Amount
Bank COM COMERICA					
07/15/2024	COM	88942	ALICIA GOLDMAN	ALICIA GOLDMAN	250.00
07/15/2024	COM	88943	AMANDA ROBLE	AMANDA ROBLE	250.00
07/15/2024	COM	88944	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	317.30
07/15/2024	COM	88945	BADGER METER INC	BADGER METER INC	583.00
07/15/2024	COM	88946	BETHANY FINNERTY	BETHANY FINNERTY	250.00
07/15/2024	COM	88947	BEVERLY HILLS ACE	BEVERLY HILLS ACE	81.12
07/15/2024	COM	88948	BIRMINGHAM YOUTH ASSISTANCE	BIRMINGHAM YOUTH ASSISTANCE	13,000.00
07/15/2024	COM	88949	BLUELINE IRRIGATION	BLUELINE IRRIGATION	3,000.00
07/15/2024	COM	88950	CAROL BEGGS	CAROL BEGGS	682.02
07/15/2024	COM	88951	CATHY KNICELY	CATHY KNICELY	250.00
07/15/2024	COM	88952	CHET'S RENT ALL	CHET'S RENT ALL	4,809.53
07/15/2024	COM	88953	CHRISTINA KOPSCH	CHRISTINA KOPSCH	250.00
07/15/2024	COM	88954	CINTAS CORPORATION #31	CINTAS CORPORATION #31	82.44
07/15/2024	COM	88955	CITY OF BIRMINGHAM	CITY OF BIRMINGHAM	89,018.50
07/15/2024	COM	88956	CIVICPLUS LLC	CIVICPLUS LLC	2,572.50
07/15/2024	COM	88957	CLEANNET	CLEANNET	858.00
07/15/2024	COM	88958	COMCAST	COMCAST	238.00
07/15/2024	COM	88959	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	43,257.33
07/15/2024	COM	88960	COMEAU EQUIPMENT CO INC.	COMEAU EQUIPMENT CO INC.	337.18
07/15/2024	COM	88961	CTS-COMPANIES	CTS-COMPANIES	457.75
07/15/2024	COM	88962	DAVEY RESOURCE GROUP, INC.	DAVEY RESOURCE GROUP, INC.	4,102.56
07/15/2024	COM	88963	DEBORAH LUJAN	DEBORAH LUJAN	250.00
07/15/2024	COM	88964	DTE ENERGY	DTE ENERGY	7,197.64
07/15/2024	COM	88965	EJ USA, INC.	EJ USA, INC.	501.17
07/15/2024	COM	88966	ELIZA SORISE	ELIZA SORISE	250.00
07/15/2024	COM	88967	EMILIO BENAVENTE	EMILIO BENAVENTE	80.00
07/15/2024	COM	88968	FUTURE REPRODUCTIONS	FUTURE REPRODUCTIONS	87.00
07/15/2024	COM	88969	HALT FIRE	HALT FIRE	432.50
07/15/2024	COM	88970	HYDROCORP	HYDROCORP	346.00
07/15/2024	COM	88971	JACKSON QUINN	JACKSON QUINN	337.84
07/15/2024	COM	88972	JASON'S OUTDOOR SERVICES LI	JASON'S OUTDOOR SERVICES LI	10,435.00
07/15/2024	COM	88973	JOHNSON THERMOL-TEMP INC.	JOHNSON THERMOL-TEMP INC.	1,708.50
07/15/2024	COM	88974	JOHNSON'S LANDSCAPING, INC.	JOHNSON'S LANDSCAPING, INC.	102,148.75
07/15/2024	COM	88975	JOSEPH HUSTEK	JOSEPH HUSTEK	250.00
07/15/2024	COM	88976	JOSEPH ORLANDO	JOSEPH ORLANDO	3,840.00
07/15/2024	COM	88977	JUDY MAJOROS	JUDY MAJOROS	107.00
07/15/2024	COM	88978	KELLER THOMA	KELLER THOMA	918.75
07/15/2024	COM	88979	LENA BASATA	LENA BASATA	250.00
07/15/2024	COM	88980	LISA MOSNER	LISA MOSNER	250.00
07/15/2024	COM	88981	MARGARET A.S. BEKE	MARGARET A.S. BEKE	195.83
07/15/2024	COM	88982	MAURA MURPHY	MAURA MURPHY	250.00
07/15/2024	COM	88983	MICHELLE LAPOINTE	MICHELLE LAPOINTE	250.00
07/15/2024	COM	88984	MICHIGAN DOWNTOWN ASSOCIATI	MICHIGAN DOWNTOWN ASSOCIATI	125.00
07/15/2024	COM	88985	MIKE SAVOIE CHEVROLET	MIKE SAVOIE CHEVROLET	158.15
07/15/2024	COM	88986	MSTS RECEIVABLES LLC	MSTS RECEIVABLES LLC	148.89
07/15/2024	COM	88987	MUNIWEB	MUNIWEB	182.00
07/15/2024	COM	88988	NANCY ESHELBY	NANCY ESHELBY	374.00
07/15/2024	COM	88989	NYE UNIFORM EAST	NYE UNIFORM EAST	60.00
07/15/2024	COM	88990	OAK ELECTRIC SERVICE	OAK ELECTRIC SERVICE	1,609.56
07/15/2024	COM	88991	OAKLAND COMMUNITY COLLEGE/CO	OAKLAND COMMUNITY COLLEGE/CO	815.00
07/15/2024	COM	88992	OAKLAND COUNTY CLERKS ASSO	OAKLAND COUNTY CLERKS ASSO	40.00
07/15/2024	COM	88993	OAKLAND COUNTY MEDICAL CONTO	OAKLAND COUNTY MEDICAL CONT	75.00
07/15/2024	COM	88994	OAKLAND COUNTY PARKS	OAKLAND COUNTY PARKS	1,100.00
07/15/2024	COM	88995	OAKLAND COUNTY TREASURER'S	OAKLAND COUNTY TREASURER'S	226,964.58
07/15/2024	COM	88996	PERFORMANCE CREATIVE RESOU	PERFORMANCE CREATIVE RESOUR	867.50
07/15/2024	COM	88997	PM TECHNOLOGIES	PM TECHNOLOGIES	377.00
07/15/2024	COM	88998	ROAD COMMISSION FOR OAKLAN	ROAD COMMISSION FOR OAKLAN	412.44
07/15/2024	COM	88999	ROGER ST. JEAN	ROGER ST. JEAN	12.00
07/15/2024	COM	89000	S.O.C.R.R.A.	S.O.C.R.R.A.	38,488.00
07/15/2024	COM	89001	S.O.C.W.A.	S.O.C.W.A.	95,075.50
07/15/2024	COM	89002	SAFEBUILT INC.	SAFEBUILT INC.	1,039.66
07/15/2024	COM	89003	SCOTT GLOWINSKI	SCOTT GLOWINSKI	3,840.00
07/15/2024	COM	89004	SEMCOG	SEMCOG	1,958.00
07/15/2024	COM	89005	SIRCHIE ACQUISITION COMPANY	SIRCHIE ACQUISITION COMPANY	91.15
07/15/2024	COM	89006	SOUTHFIELD POSTAL SERVICE	SOUTHFIELD POSTAL SERVICE	574.08
07/15/2024	COM	89007	STAPLES	STAPLES	210.28
07/15/2024	COM	89008	SUNSET MAINTENANCE SERVICE	SUNSET MAINTENANCE SERVICE	1,475.00
07/15/2024	COM	89009	THE DAVEY TREE EXPERT COMP	THE DAVEY TREE EXPERT COMP	70,980.00
07/15/2024	COM	89010	THOMAS J RYAN PC.	THOMAS J RYAN PC.	8,312.50
07/15/2024	COM	89011	TOWN SQUARE PUBLICATION	TOWN SQUARE PUBLICATION	445.00
07/15/2024	COM	89012	WEX BANK	WEX BANK	4,507.19
07/15/2024	COM	89013	WOW! BUSINESS	WOW! BUSINESS	291.96
07/15/2024	COM	89014	ZIP ETC INC	ZIP ETC INC	85.00

COM TOTALS:

Total of 73 Checks:
Less 0 Void Checks:

755,427.65
0.00

07/12/2024 10:27 AM
User: JAY
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 07/02/2024 - 07/15/2024

Page: 2/2

Check Date	Bank	Check	Vendor Name	Invoice Vendor	Amount
Total of 73 Disbursements:					755,427.65



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Michigan Municipal League Annual Meeting Voting Delegate

Date: July 11, 2024

The Michigan Municipal League is hosting its Annual Convention on September 11-13, 2024 on Mackinac Island. The League's Annual Meeting is scheduled for 4:30 p.m. on Wednesday, September 11, 2024.

Pursuant to the provisions of the League Bylaws, the Village of Beverly Hills must designate by action of its governing body one of its officials who will be in attendance at the Convention as its official representative to cast the vote of the municipality at the Annual Meeting.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council hereby appoints Council Member Rock Abboud as its voting delegate for the 2024 Michigan Municipal League Annual Meeting.

Attachment

July 5, 2024

Michigan Municipal League Annual Meeting Notice

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

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

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

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

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

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**

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

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**

We love where you live.



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

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

1. Election of Trustees

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

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

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



3. Posting of Proposed Resolutions and Core Legislative Principles

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

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Robert E. Clark
President
Mayor, City of Monroe



Daniel P. Gilmartin
Executive Director & CEO



We love where you live.

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Beverly Hills village, MI
Reference Number: CL-793625

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Michigan is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

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

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

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com,

or Assistant Attorney General Matt Walker at 517-335-7632 or WalkerM30@michigan.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

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

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

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



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

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

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF KROGER SETTLEMENT AGREEMENT

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

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities. This State-Subdivision Agreement Applies to National Settlement ("Settlement") reached with Kroger Co. ("Kroger"), one such pharmaceutical retailer entity.

To allocate monetary payments received from Kroger Co., the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

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

- A. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- B. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- C. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0011%.
- D. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment.

Attached as Exhibit A is the Final Allocation Percentage for each Local Government.

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

- R. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- S. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- T. “Settlement” is the Kroger Co. National Settlement Agreement related to opioids and entered by the State of Michigan.
- U. “Settlement Payments” are scheduled monetary payments received through the Settlement.
- V. “State” is the State of Michigan acting through its Attorney General or her designees.
- W. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

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

3. Distribution:

Settlement Payments are allocated as follows:

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

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
 - Litigating Local Government Attorney Fee Fund
5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 10%.
6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
9. Attorney Fees:
 - a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as no more than 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over

the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.

- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. The total of all deficiency payments shall be no more than 5% of the Litigating Local Government's Projected Total Recovery. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Kroger Settlement Agreement pertaining to the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
 - d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
 - e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
 - f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
10. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
 11. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the

Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlement.

12. Reversion to Local Government Share:

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

III. Other Terms and Conditions

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

6. Captions: The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this Agreement or any part of it.
7. Entire Agreement: This Agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0048672491%
Adrian City	0.0377750571%
Alcona County	0.0917940297%
Alger County	0.0863820337%
Algoma Township	0.0019503721%
Allegan County	0.5134781318%
Allen Park City	0.0714291400%
Allendale Charter Township	0.0051691825%
Alpena County	0.3489129359%
Alpine Charter Township	0.0016899367%
Ann Arbor City	0.3078689973%
Antrim County	0.2619106430%
Antwerp Township	0.0008728394%
Arenac County	0.1773263732%
Auburn Hills City	0.0782192126%
Bangor Charter Township	0.0072610498%
Baraga County	0.0815223814%
Barry County	0.2877609956%
Bath Charter Township	0.0357545030%
Battle Creek City	0.2275464953%
Bay City	0.0762853502%
Bay County	1.2109925232%
Bedford Township	0.0274217426%
Benton Charter Township	0.0602971146%
Benzie County	0.1531857055%
Berkley City	0.0238559660%
Berrien County	1.4096709065%
Beverly Hills Village	0.0305750883%
Big Rapids City	0.0162883194%
Birmingham City	0.0685227179%
Bloomfield Charter Township	0.1592123748%
Branch County	0.3754752735%
Brandon Charter Township	0.0198368214%
Brighton Township	0.0006728394%
Brownstown Charter Township	0.0688040827%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Burton City	0.0220545655%
Byron Township	0.0095435120%
Cadillac City	0.0659406832%
Caledonia Charter Township	0.0030673508%
Calhoun County	1.8175021666%
Cannon Township	0.0036808209%
Canton Charter Township	0.2588321285%
Cascade Charter Township	0.0134789810%
Cass County	0.4053750832%
Charlevoix County	0.2104592719%
Cheboygan County	0.3110680973%
Chesterfield Charter Township	0.1404231620%
Chippewa County	0.2632344876%
Clare County	0.3114103689%
Clawson City	0.0155156244%
Clinton Charter Township	0.6407812266%
Clinton County	0.5306192780%
Coldwater City	0.0085958845%
Commerce Charter Township	0.0221176243%
Comstock Charter Township	0.0094006092%
Cooper Charter Township	0.0010667353%
Crawford County	0.2834713014%
Davison Township	0.0098374672%
Dearborn City	0.3332957021%
Dearborn Heights City	0.1171891580%
Delhi Charter Township	0.0218839116%
Delta Charter Township	0.0451061644%
Delta County	0.2557976495%
Detroit City	7.0043022777%
Dewitt Charter Township	0.0408977189%
Dickinson County	0.2723412578%
East Bay Township	0.0016290902%
East Grand Rapids City	0.0230630052%
East Lansing City	0.1894330764%
Eastpointe City	0.1865525155%
Eaton County	0.9861089866%
Egelston Township	0.0065849019%
Emmet County	0.2016799000%
Emmett Charter Township	0.0090526675%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Escanaba City	0.0177788333%
Farmington City	0.0244970566%
Farmington Hills City	0.1836539524%
Fenton Charter Township	0.0020606649%
Fenton City	0.0533444252%
Ferndale City	0.0991162992%
Flat Rock City	0.0191064907%
Flint Charter Township	0.0284464008%
Flint City	2.9020480514%
Flushing Charter Township	0.0041632884%
Fort Gratiot Charter Township	0.0105014847%
Fraser City	0.0890810562%
Frenchtown Charter Township	0.0543711838%
Fruitport Charter Township	0.0143781939%
Gaines Township, Kent County	0.0100007209%
Garden City	0.0400666486%
Garfield Charter Township	0.0004523052%
Genesee Charter Township	0.0143994694%
Genesee County	2.0222988370%
Genoa Township	0.0000841049%
Georgetown Charter Township	0.0080112116%
Gladwin County	0.2391684964%
Gogebic County	0.0830544105%
Grand Blanc Charter Township	0.0233387940%
Grand Haven Charter Township	0.0125419639%
Grand Haven City	0.0386762323%
Grand Rapids Charter Township	0.0041785420%
Grand Rapids City	1.3200304570%
Grand Traverse County	0.9068912659%
Grandville City	0.0309223680%
Gratiot County	0.3462222699%
Green Oak Township	0.0357806378%
Grosse Ile Township	0.0238269927%
Grosse Pointe Park City	0.0314891491%
Grosse Pointe Woods City	0.0224396090%
Hamburg Township	0.0377390811%
Hamtramck City	0.1203841279%
Harper Woods City	0.0336018655%
Harrison Charter Township	0.1219869902%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Hartland Township	0.0003244047%
Hazel Park City	0.0489386342%
Highland Charter Township	0.0195655907%
Highland Park City	0.0260202858%
Hillsdale County	0.4105041237%
Holland Charter Township	0.0193895872%
Holland City	0.1100538894%
Holly Township	0.0027246349%
Houghton County	0.2448207297%
Huron Charter Township	0.0397499656%
Huron County	0.1947177493%
Independence Charter Township	0.0548563932%
Ingham County	2.3483828726%
Inkster City	0.1109546618%
Ionia City	0.0298598458%
Ionia County	0.5396199789%
Iosco County	0.3533723488%
Iron County	0.1212729351%
Iron Mountain City	0.0101053101%
Isabella County	0.6292225146%
Jackson City	0.1940676111%
Jackson County	0.7214737917%
Kalamazoo Charter Township	0.0345755857%
Kalamazoo City	0.2517097496%
Kalamazoo County	2.1830160391%
Kalkaska County	0.1094231355%
Kent County	3.0589085349%
Kentwood City	0.0945959397%
Keweenaw County	0.0044979388%
Lake County	0.0801183868%
Lansing City	0.5838781768%
Lapeer County	0.5261771741%
Leelanau County	0.1361121830%
Lenawee County	0.8666225223%
Lenox Township	0.0074382901%
Leoni Township	0.0060431354%
Lincoln Charter Township	0.0118621201%
Lincoln Park City	0.1055951609%
Livingston County	1.4709098660%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Livonia City	0.4399745592%
Luce County	0.0702367042%
Lyon Charter Township	0.0040068160%
Mackinac County	0.0604498099%
Macomb County	8.4966206434%
Macomb Township	0.0719075065%
Madison Heights City	0.0959170107%
Manistee County	0.3433049178%
Marion Township, Livingston County	0.0001321649%
Marquette City	0.0208343056%
Marquette County	0.5927501439%
Mason County	0.2736024413%
Mecosta County	0.2207441477%
Melvindale City	0.0345402135%
Menominee County	0.1050220262%
Meridian Charter Township	0.0470569691%
Midland City	0.2009195979%
Midland County	0.3578785428%
Milford Charter Township	0.0042718823%
Missaukee County	0.0666491945%
Monitor Charter Township	0.0029359445%
Monroe Charter Township	0.0079574543%
Monroe City	0.1396991561%
Monroe County	1.6848065467%
Montcalm County	0.6833587090%
Montmorency County	0.0968243729%
Mount Clemens City	0.0334306903%
Mount Morris Charter Township	0.0165482687%
Mount Pleasant City	0.0237786846%
Mundy Charter Township	0.0100221232%
Muskegon Charter Township	0.0239840474%
Muskegon City	0.1161880260%
Muskegon County	1.8759295925%
Muskegon Heights City	0.0332610314%
New Baltimore City	0.0319311246%
Newaygo County	0.5138387494%
Niles City	0.0387681812%
Niles Township	0.0143124958%
Northville Charter Township	0.0920671038%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Norton Shores City	0.0466449877%
Novi City	0.0974211078%
Oak Park City	0.0689727142%
Oakland Charter Township	0.0182340949%
Oakland County	5.7490446273%
Oceana County	0.2394112823%
Oceola Township	0.0002402998%
Ogemaw County	0.6119980640%
Ontonagon County	0.0554783904%
Orion Charter Township	0.0322086363%
Osceola County	0.2116637545%
Oscoda County	0.0652460081%
Oshtemo Charter Township	0.0082672044%
Otsego County	0.3122434453%
Ottawa County	0.9856052443%
Owosso City	0.0399032918%
Oxford Charter Township	0.0146649465%
Park Township, Ottawa County	0.0046131297%
Pittsfield Charter Township	0.0279734296%
Plainfield Charter Township	0.0097865852%
Plymouth Charter Township	0.0411431450%
Pontiac City	0.3308657333%
Port Huron Charter Township	0.0095929414%
Port Huron City	0.1731886027%
Portage City	0.0652775897%
Presque Isle County	0.1600742388%
Redford Charter Township	0.1408837357%
Riverview City	0.0320763333%
Rochester City	0.0265312862%
Rochester Hills City	0.0449194895%
Romulus City	0.1024428607%
Roscommon County	0.4225018168%
Roseville City	0.2840239750%
Royal Oak City	0.1725396612%
Saginaw Charter Township	0.0459946405%
Saginaw City	0.2862994320%
Saginaw County	1.7730393593%
Sanilac County	0.3815217629%
Sault Ste. Marie City	0.1083167770%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Schoolcraft County	0.0524761976%
Scio Charter Township	0.0034246408%
Shelby Charter Township	0.3366633161%
Shiawassee County	0.7980933155%
South Lyon City	0.0172108158%
Southfield City	0.2614724834%
Southfield Township	0.0000739720%
Southgate City	0.0590464814%
Spring Lake Township	0.0069094121%
Springfield Charter Township	0.0029712082%
St Clair County	2.1956069742%
St Joseph County	0.2835067060%
St. Clair Shores City	0.2259100369%
Sterling Heights City	1.0348308715%
Sturgis City	0.0398319787%
Summit Township, Jackson County	0.0097847761%
Superior Charter Township	0.0080576481%
Taylor City	0.2502149934%
Texas Charter Township	0.0034602263%
Thomas Township	0.0084482592%
Traverse City	0.0682342524%
Trenton City	0.0320245188%
Troy City	0.1568637642%
Tuscola County	0.4875465057%
Tyrone Township, Livingston County	0.0064039892%
Union Charter Township	0.0000340455%
Van Buren Charter Township	0.0755554143%
Van Buren County	0.5070372777%
Vienna Charter Township, Genesee County	0.0057455156%
Walker City	0.0383592467%
Warren City	1.2919233878%
Washington Township, Macomb County	0.0537580568%
Washtenaw County	2.6140018962%
Waterford Charter Township	0.1452994768%
Wayne City	0.0921719182%
Wayne County	11.2050250072%
West Bloomfield Charter Township	0.1743088246%
Westland City	0.3587882268%
Wexford County	0.3285642495%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0389092655%
Wixom City	0.0245525356%
Woodhaven City	0.0380115040%
Wyandotte City	0.0649183232%
Wyoming City	0.1697749703%
Ypsilanti Charter Township	0.0384677895%
Ypsilanti City	0.0597227004%
Zeeland Charter Township	0.0040879713%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit B - Preliminary Allocation Percentage

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit C - Litigating Local Governments

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

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

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	87

State of Michigan

Michigan State-Subdivision Agreement for Allocation of the Kroger Settlement
Agreement

By: Matthew L. Walker

Its: Assistant Attorney General



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: OLQM Oktoberfest Sign Request

Date: July 11, 2024

Administration received the annual request from Our Lady Queen of Martyrs asking for permission to place a sign in the public right of way on the west side of Southfield Road at the intersection of Dunblaine Avenue. The sign is for Our Lady Queen of Martyrs' Oktoberfest event scheduled for September 27-28, 2024. They have requested to put the sign out on Wednesday, September 4 and stated that it would be removed no later than Friday, October 4, 2024.

Suggested Resolution:

Be it resolved, the Beverly Hills Village Council authorizes Our Lady Queen of Martyrs to place their Oktoberfest event sign in the public right of way at the Southfield Road and Dunblaine Avenue intersection from September 4 to October 4, 2024.

**MEMORANDUM**

To: Honorable President George and Village Council
From: Jeff Campbell, Village Manager
Date: July 12, 2024
Re: Discussion on Sidewalk Connector Program

A representative from HRC will appear at the meeting to discuss where the Village is in the process for the Transportation Alternative Program project and the Safe Routes to School Project. We will also discuss a modification to the Safe Routes to School scope. A memorandum outlining the modification in scope is attached hereto. Thank you.



Memorandum

To: Jeff Campbell, Village Manager

From: Bradley Shepler, P.E.

Date: July 11, 2024

Subject: Village of Beverly Hills Sidewalk Connector Program
Safe Routes to School Grant Program
Scope Modifications

HRC Job No. 20211142

The Safe Routes to School (SRTS) Grant Program (with the inclusion of Beverly Elementary, Berkshire Middle School, Bingham Farms Elementary, Greenfield Elementary and Our Lady Queen of Martyrs Elementary and Middle Schools) is providing \$1.32 million to improve the connectivity in Village's sidewalk network and eliminate critical non-motorized gaps and deficiencies along main corridors to promote, enable and encourage children to safely walk and bike to these neighborhood schools. SRTS grant funds are eligible for construction costs only and do not cover planning, engineering, easement or contract administration costs

After reviewing the existing gaps and deficiencies in the Village's sidewalk network, the below project map was created and construction cost estimates were developed.



The initial construction cost estimate for the full scope of this project was \$1,882,300. That would leave \$562,300 plus engineering, easements and contract administration costs to be covered by the Village. The discussion that followed after this initial cost estimate was that since the SRTS grant is a set amount (versus some grants which have a match and a maximum fundable amount, like the TAP grant), would it be beneficial for the scope of the SRTS project to be modified to encompass a project with a construction cost estimate that was closer to the SRTS Grant amount. This would leave the

difference (estimated at \$562,000 plus savings from the reduced engineering, easement and contract administration costs) for the Village to save, use on additional infrastructure investments or complete the remainder of the project on their own at a potentially reduced cost.

Delaying the design and construction of the proposed sidewalk connection along Riverside Dr. (which was thought to be the area which the sidewalk connection benefit for non-motorized transportation to the local schools was the lowest as there are alternate routes that could be utilized) provides enough of a scope modification to lower the cost estimate closer to the SRTS grant amount. The construction cost estimate for the following modified scope SRTS project was \$1.40 million.



However, the Village maintained that the goal for these projects (both the SRTS and the TAP grant projects) was to better the connectivity of the sidewalk network and delaying this section of sidewalk installation was contrary to that goal. Therefore, if the Village was still motivated to complete the sidewalk installation along Riverside Dr., why not just include it in the SRTS project and pay the amounts over the SRTS grant amount out-of-pocket? Two additional questions arose from this discussion;

- 1) Is there an economy of scale savings by including the Riverside Dr sidewalk connection in the SRTS project?
- 2) Is there a cost savings to the project by completing Riverside Dr sidewalk project outside of the State oversight that is required for the SRTS project?

The answer to question #1 is, yes, there would be a small economy of scale savings in the project because a contractor would already be in town and under Contract. However, the SRTS project is fairly large without the Riverside Dr area included, so any significant economy of scale savings would already have been realized, even with a modified project scope.

The answer to question #2 is a bit more complicated but yes, there would be a cost savings to completing the Riverside Dr sidewalk project outside of the SRTS grant project but moreover, there would be ancillary flexibility and logistical benefits to completing this portion of the work outside of State oversight, especially if there is no State or Federal money associated and the Village would be paying for this work on its own.

The cost savings that the Village would realize by completing the Riverside Dr sidewalk project outside of State oversight is fairly straight-forward. Depending on the complexity of the project area, terrain and additional features required (i.e. bridges, boardwalks, retaining walls, EGLE permitting), the design of a sidewalk can typically be completed at 7%-9% of the estimated construction costs and can be administered (i.e. construction engineering, full-time observation, materials testing, contract admin) for approximately 12%-15% of the estimated construction costs. Due to the requirements of these grants (SRTS and TAP) and the tracking of these current projects and similar historical projects (i.e. previous TAP grant projects and MDOT Local Agency road projects HRC has completed), design fees can range from 10% to 12% or more and construction engineering and administration costs can range from 15% to 18% or more.

From a construction cost perspective, projects that are receiving State and Federal monies require specific procurement requirements (such as Davis-Bacon Act (DBA) or prevailing wage, disadvantaged business enterprise (DBE) program, Build America, Buy America (BABA)) which increases the cost of not only the bidding process, but the materials that are supplied, the wages that are paid to the contractor's workers and the documentation the Contractor has to organize, maintain and process during the construction. All these material specifications and administrative factors can increase the cost of construction up to an estimated 4% to 5%.

The cost of construction for the Riverside Dr sidewalk project was estimated at \$500,000 during the SRTS grant application process. The following is a table that shows a comparison of costs of the two different project delivery methods, using the estimated cost assumptions described above;

Project Task	Project Incl. in SRTS	Project Not Incl. in SRTS
Est. Construction Cost	\$500,000	\$475,000
Design Engineering	\$55,000	\$38,000
Construction Admin/Eng	\$82,500	\$64,000
Total Project Cost	\$637,500	\$577,000

Therefore, it appears there would be upwards of a \$60,500 savings to the Village if the Riverside Dr sidewalk project was not included in the SRTS project and completed as a stand-alone Village controlled project. These projections do not consider (although potentially just slight) any economy of scale cost savings to adding the SRTS project but also do not consider any savings in the easement acquisition process (which could add up due to the number of easement encroachments and right-of-way improvements (including parking bump-outs, screen walls and aesthetic driveway materials) along Riverside Dr.). Easement processing, acquisition and negotiation costs are difficult to estimate prior to design but the processes required to secure an easement in a federally funded project are extensive and can lead to significant costs. This is especially true in residentially located project areas with historical aesthetics that are receiving new infrastructure. Providing the project flexibility in the negotiation and easement acquisition process may potentially save the Village a significant amount of time, energy and cost. Refer to the table below for estimated costs to secure easements and provide easement acquisition services for the Riverside Sidewalk Project.

Project Task	Project Incl. in SRTS	Project Not Incl. in SRTS
<i>Easement Acquisition</i>	\$20,000-\$60,000	< \$5,000

The SRTS grant program is a rigid program. The project must be planned and programmed with the scope finalized prior to the acknowledgement of the receipt of potential funding, which means very little design and detail about the project is negotiable during the design development stage. Any change to this project scope requires significant effort and approvals from the SRTS program to adjust or could produce potential grant forfeiture if the change is too significant. Additionally, the SRTS program requires that, where extending or connecting sidewalks, both sides of the roadway must be improved (i.e. sidewalk cannot just be extended along one side of the street, both sides of the street in the area extended must have sidewalk). This inflexibility may come into play along Riverside Dr. where it was proposed that both sides of the street would be fitted for sidewalks (which is required by the SRTS program) but the feasibility or necessity of sidewalk on both

sides of the street may not be in the Village's best interests. The flexibility to modify the plan and design around any difficult circumstances would be uniquely beneficial to the project. In addition, there are nine (9) parking "bump-outs" and several right-of-way encroachments along Riverside Dr in the project areas that will require complicated discussions with the property owners on how to align a sidewalk adjacent to or in place of these parking "bump-outs" and encroachments which have been a part of this neighborhood for many years. Lastly, while the need for easements along Riverside Dr. in the project area is not currently anticipated, should the need for an easement arise, the Village and HRC would have more flexibility to negotiate a plan or compromise that best fits the needs of each party.

In summary, it is recommended that the SRTS Program follow through with the project scope as illustrated in the below map and that should budget allow the proposed connector sidewalks along Riverside Dr. be completed subsequent to the SRTS Program. The Village Administration stated that the sidewalk along Riverside will be completed during the construction of the TAP portion of project or right after.





MEMORANDUM

To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Date: July 12, 2024

Re: Review and Consider Proposal from Precision Concrete Cutting for Elimination of Trip Hazards.

Background – The sidewalks throughout the Village of Beverly Hills are in need of maintenance. Elevation changes in the sidewalks can make it difficult for pedestrians to travel around our village. Last year, we conducted a pilot program in the area around West and East Rutland in which we used Precision Concrete Cutting to eliminate these trip hazards. The Administration believes the most cost-effective way to address heaving trip hazard is with Precision Concrete Cutting. Precision Concrete has a patented system that only they provide and can potentially save the Village millions of dollars with their cutting system. They have submitted a proposal to cut much of the older Village sidewalk over a three-year period. Attached is the proposal from Precision Concrete. It is anticipated that the proposed work in FY 2025 will go from 13 Mile and Greenfield, all the way up to around Buckingham between Greenfield Road and Pierce Road.

Recommendation – It is the administration's recommendation to the Village Council to approve the Precision Concrete Cutting's proposal to remove trip hazards in the Village of Beverly Hills in 2024. The Village Administration is very pleased with the work performed during the pilot program. The cost of this work for FY 2025 is not to exceed \$360,000.00.

Recommended Resolution: Be It Resolved that the Beverly Hills Village Council approves the second proposal submitted by Precision Concrete Cutting in the amount of \$360,000.00 for trip hazard removal in the Village of Beverly Hills for calendar year 2024 as outlined on the attached. Funds are available in account 203-463-934.25.



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

July 9, 2024

Village of Beverly Hills

Attn: Neil Johnston, Public Services Director
18500 W 13 Mile Rd
Beverly Hills, MI 48025

Phone: (248) 646-6404 Email: njohnston@villagebeverlyhills.com

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Village of Beverly Hills, 2024**

Neil,

We appreciate the opportunity to submit this proposal for the Village of Beverly Hills. Total cost for this project **is estimated to be \$360,000/annually for three years, or approximately \$1,079,600 total** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

Our W-9 and proof of insurance (an ACORD) is current and on file. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of the Village of Beverly Hills staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.

As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save the Village of Beverly Hills over \$5,300,000 on repairs.**

Professional Plan and Approach

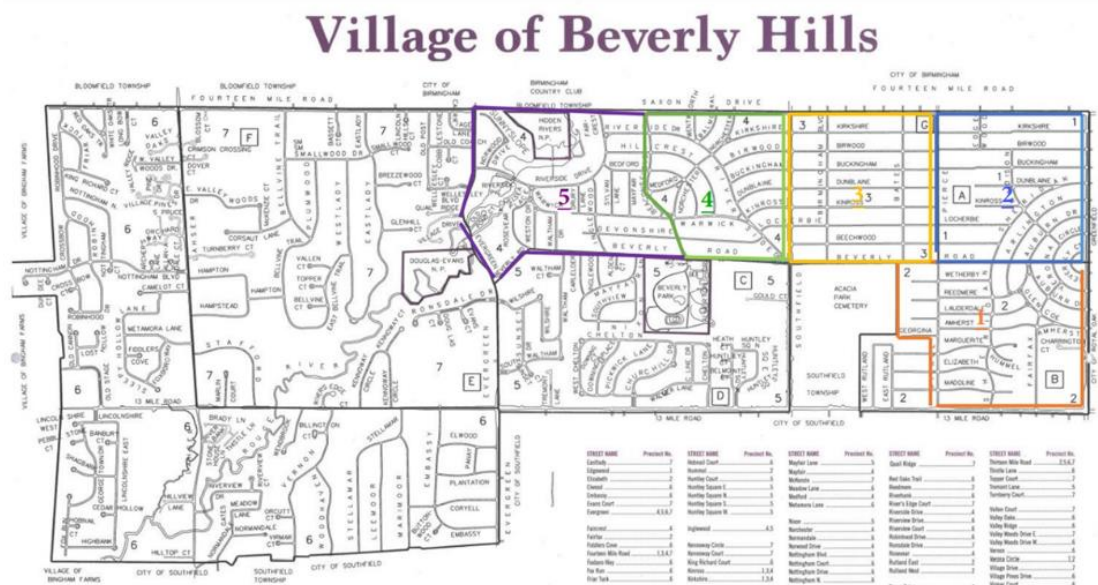
Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the Village of Beverly Hills designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the Village of Beverly Hills to remove sidewalk trip hazards on Village sidewalks throughout the entire Village. Work will be done over a 3 year period. PCC would typically bill for this project at the rate of \$56+ per Inch Foot (IF), *defined as the average inch height of the trip hazard x linear feet of the hazard*. However, with a large project municipal discount applied, the net cost per IF will be \$44 in year 1 of the project.* The 2023 assessments and projections estimate about 23,500 IF of cutting is needed. For this project, PCC will perform \$360k of work per year over a three year period. **Total net cost for this project is estimated to be \$1,079,600.*** Billing will be based on actual work performed and as approved by the Village.

*Municipal discount (\$44/IF in year 1, \$46/IF in year 2, and \$48/IF in year 3).

	Estimated # of Trip Hazards Cut	Inch Feet (unit of measure)	Budget or Cost
24/25	6,220	8,200	\$360,800
25/26	6,000	7,800	\$358,800
26/27	5,800	7,500	\$360,000
	18,020	23,500	\$1,079,600

Village
map
detailing
planned
sidewalk
work areas.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the Village of Beverly Hills any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the Village of Beverly Hills. This itemized list provides the Village with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the Village of Beverly Hills to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop (or foster) a long-term relationship in which we can help the Village of Beverly Hills achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Ben Johnson, Business Dev Mgr, SE Michigan
and **Mark Bonkowski** (*President*)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(248) 606-9161 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

customer

authorized signature / date

printed name / title



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

CC: Neil Johnston, Public Services Director; Richard Torongeau, Public Safety Director

Subject: Municipal Services Grant for Cameras and Sound System at Beverly Park

Date: July 11, 2024

In May 2024, the Beverly Hills Parks & Recreation Board applied for and was awarded a Municipal Services Grant from the Birmingham Area Cable Board in the amount of \$22,448.04 for the purchase and installation of Audio/Visual equipment at Beverly Park. Upon acceptance, the grant money would come out of the Cable Board's FY 24-25 budget, which began July 1, 2024.

The Parks & Recreation Board is interested in installing cameras at the Beverly Park pavilion in the interest of public safety. Additionally, the Board would like to install audio/speaker equipment at the pavilion to be used during public events. Currently, for events such as the Memorial Day Carnival and the Halloween Hoot, a portable sound system is set up for music and announcements and then taken down. The current equipment is reaching the end of its lifespan.

After reviewing quotes at their April 18, 2024 meeting, the Parks & Recreation Board voted to recommend moving forward with a proposal from MDIS. MDIS also installed AV equipment at the Public Safety Department and the Village has been satisfied with their services. The prices for the equipment, installation, and configuration are attached to this memo. With grant funding from the Birmingham Area Cable Board, the Village is looking forward to bringing updated technology to Beverly Park to better serve the public.

Administration will work with our IT contractor to install the necessary camera app on Village computers in order to view footage and download content using the internet. Should any additional costs arise from hardware needs, (e.g. additional storage or monitor) they would be minimal, and funds are available in 101-248-752.00 (Office Supplies).

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council accepts a Municipal Services Grant from the Birmingham Area Cable Board in the amount of \$22,448.04 for the purchase and installation of Audio/Visual

equipment at Beverly Park. Be it further resolved, the Beverly Hills Village Council approves the purchase and installation of said equipment at Beverly Park by MDIS in an amount not to exceed \$22,448.04.

Attachment

We have prepared a quote for you



Beverly Hills Parks & Recreation: Beverly Hills Village Park CCTV & AV Solutions

Quote # JWH001905 Version 1

Prepared for:

Beverly Hills Parks & Recreation



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

CCTV EQUIPMENT

Part Number	Product Description	Unit Price	Quantity	Amount	Is Taxable
Z4-01581004	Axis Communications S2212 S22 Series 12-Channel Camera Station Appliance Recorder with Integrated PoE Switch, Includes Camera Station License, 6TB HDD, Black	\$2,769.95	1	\$2,769.95	True
Z4-02341001	Axis Communications P1467-LE P14 Series 5MP Outdoor Fixed Bullet IR WDR IP Camera, 2.8-8mm Varifocal Lens, White	\$657.75	2	\$1,315.50	True
Z4-02421001	Axis Communication TQ1602-E Outdoor Conduit Back Box IP66/IP67 Rated with Conduit Entrance	\$124.20	2	\$248.40	True
Z4-02125001	Axis Communications M2036-LE M20 Series 4MP Outdoor Fixed Bullet IR WDR IP Camera, 2.4mm Lens, White	\$332.36	4	\$1,329.44	True
Z4-01604001	Axis Communications M3115-LVE M31 Series 2MP HDTV Flat Faced Dome IR WDR IP Camera, 2.8mm Lens, White	\$270.38	2	\$540.76	True
Z4-02511001	Axis Communications M4318-PLVE 12MP Outdoor IR Panoramic Mini Dome IP Camera, 1.3mm Fixed Lens, White	\$703.89	1	\$703.89	True
Z4-01190001	Axis Communications T94s01p Conduit Back Box	\$108.42	1	\$108.42	True
Z4-5505191	Axis Communications ACI Conduit Adapter 3/4" U-Shape 30mm, 5-Pack	\$30.21	1	\$30.21	True
TC-SRW6U	Tripp Lite 6U Rack Equipment	\$248.22	1	\$248.22	True
0E-625V8LCD2	W Box 625VA Tower UPS	\$108.22	1	\$108.22	True
MISCELLANEOUS	MISCELLANEOUS	\$0.00	1	\$0.00	False

Subtotal: **\$7,403.01**



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

CCTV INSTALLATION

Category	Installation Description	Amount	Is Taxable
Pre-wiring	<p>Pre-wire the Axis Communications Dome Cameras, Bullet Cameras, Panoramic cameras, and Fisheye cameras with all necessary category cabling. Run cabling in accordance with industry standards, routing it as discreetly and securely as possible. Pre-wire cabling from the Network Switch and/or Axis Network Video Recorder in the designated equipment room.</p> <p>Terminate cable endpoints of the Category 6 cabling using appropriate connectors. Organize, label, and provide instructions for use of Axis surveillance equipment.</p> <p>Terminate cable endpoints of the Category 6 cabling using appropriate connectors. Organize, label, and provide instructions for use of Axis surveillance equipment.</p>	\$3,150.00	False
Installation	Installation of 6U Rack and 1500VA UPS. Install the Axis Communications network video recorder. Install the Axis Communications Network Cameras as designated on the drawing. Install each camera on its correlating mount for ideal viewing angle for capturing footage.	\$1,260.00	False
Configuration	Configure all the Axis Communications IP Cameras and to seamlessly provide footage. Add all camera licenses and connect cameras with the server. Configure appropriate frame rate, resolution, and Axis camera settings. MDIS will demonstrate and teach client how to efficiently utilize Axis' system functionality and operational capability.	\$1,260.00	False

Subtotal: **\$5,670.00**

AUDIO EQUIPMENT

Part Number	Product Description	Unit Price	Quantity	Amount	Is Taxable
RD-MCA66	Russound MCA-66 6-Zone, 6-Source Controller Amplifier	\$1,483.02	1	\$1,483.02	True
RD-IPK1	Russound IPK-1 Single-Gang IP Keypad	\$165.66	1	\$165.66	True
RD-BTC2X	Russound BTC-2X MCA Series Bluetooth 5.1 Remote Transceiver, RJ-45, 3.5mm Audio Out and Remote Pairing Connections, White	\$165.87	1	\$165.87	True
RU-972LESMO9	RCI 972 All-In-One Illuminated Pushbutton, Momentary, Includes English and Spanish	\$44.69	1	\$44.69	True



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

AUDIO EQUIPMENT

Part Number	Product Description	Unit Price	Quantity	Amount	Is Taxable
RA-AP41OM2A	Audix AP41OM2A R41 Wireless System with Handheld Mic and OM2 Capsule	\$430.58	1	\$430.58	True
RA-RMT4161	Audix RMT4161 19" Metal Rackmount 19" for R41 and R61	\$25.87	1	\$25.87	True
C0-FBX2410	ClearOne SABINE FBX2410 Feedback Exterminator	\$275.28	1	\$275.28	True
B09QCMY34X	WeHere Lock Box(Plus)	\$152.93	1	\$152.93	True
B0C9ZY6PDH	WeHere Wi-Fi Bridge (W100)	\$82.34	1	\$82.34	True
B0BLTSW8KC	Self-Adhesive 1.5" X 12" X 12" Foam	\$22.34	1	\$22.34	True
JF-C251BLK	Jbl Professional Control 25-1 2-Way Indoor/Outdoor Wall Mount Speakers (Pair)	\$413.59	4	\$1,654.36	True
WG-52835008	Genesis 52835008 16/2 Stranded Outdoor Audacious Speaker Cable, 500' (152.4 m), Reel, Black	\$137.41	1	\$137.41	True
FU-M8X2	Furman M-8X2 Merit Series Standard Power Conditioner, 15A 130V, 9 Outlets	\$76.46	1	\$76.46	True
TC-SRW6U	Tripp Lite 6U Rack Equipment	\$248.22	1	\$248.22	True
MISCELLANEOUS	MISCELLANEOUS	\$0.00	1	\$0.00	False

Subtotal: **\$4,965.03**

AUDIO INSTALLATION

Category	Installation Description	Amount	Is Taxable
Pre-wiring	Pre-wire the audio cabling to each JBL Control 25 Outdoor speaker, connecting back to the Russound 6-Zone, 6-Source Controller Amplifier. Pre-wire the Russound Bluetooth kit, Wireless microphone receiver. Pre-wire all volume controls with necessary cabling.	\$2,520.00	False
Installation	Install the 6U wall mount rack system for the new audio system equipment. Install the Russound MCA-66 6-Zone, 6-Source Controller Amplifier, Russound IPK-1 Single-Gang IP Keypad, Russound BSK-2 MCA Series Full-Featured Bluetooth Source, Audix Wireless Microphone System, (4) Pairs of Jbl Professional Control 25-1 2-Way Indoor/Outdoor Wall Mount Speakers and a Furman M-8X2 Merit Series Standard Power Conditioner. Install WeHere Lock Box to have a volume control, bluetooth pair button, and wireless microphone inside.	\$1,260.00	False



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

AUDIO INSTALLATION

Category	Installation Description	Amount	Is Taxable
Configuration	Program and configure Russound audio system to ensure audio equipment is communicating properly. Configure wireless microphone. Configure scenarios that for audio system. System training is available for desired users regarding the solutions functionality.	\$630.00	False

Subtotal: **\$4,410.00**



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

Beverly Hills Parks & Recreation: Beverly Hills Village Park CCTV & AV Solutions



Prepared by:

Metro Detroit Integrated Systems

Jason W. Hanse
(248) 565-3234
Fax (248) 289-8500
jhanse@mdisnow.com

Prepared for:

Beverly Hills Parks & Recreation

18801 Beverly Rd
Franklin, MI 48025
Sara Bresnahan
(248) 953-8622
sara.bresnahan3@gmail.com

Quote Information:

Quote #: JWH001905

Version: 1
Delivery Date: 03/26/2024
Expiration Date: 04/30/2024

Quote Summary

Description	Amount
CCTV EQUIPMENT	\$7,403.01
CCTV INSTALLATION	\$5,670.00
AUDIO EQUIPMENT	\$4,965.03
AUDIO INSTALLATION	\$4,410.00
Total:	\$22,448.04

Interest at 1.25% per month will be charged on overdue balances
25% restock fee
No returns on special order items
Additional add-ons will be billed as parts & labor @ \$150.00/hr

Metro Detroit Integrated Systems

Beverly Hills Parks & Recreation

Signature:

Name:

Jason Hanse

Title:

Account Manager

Date:

03/26/2024

Signature:

Name:

Sara Bresnahan

Date:



P: (248) 289-8500 E: jhanse@mdisnow.com W: www.mdisnow.com

Appendix

Terms & Conditions

Terms & Conditions

- Interest at 1.25% per month will be charged on overdue balances.
- 25% restock fee may apply.
- No returns on special order items.
- Additional add-ons will be billed as parts and labor @ \$150 hour.
- Quote sub components are interdependent and not severable without approval by MDIS.

Note to Recipient

- Please mail all payments to **4921 Leafdale Blvd. Royal Oak, MI 48073-1020**
- 50% Deposit Required before parts can be released.
- Final Payment Due: **Net 15**
- 3.5% Processing Fee will be added if paying by credit card.
- Thank you for choosing MDIS!



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

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

CC: Neil Johnston, Public Services Director

Subject: Riverside Park Improvements

Date: July 12, 2024

The Beverly Hills Parks & Recreation Board has been discussing cleaning up the peninsula at Riverside Park, which would include invasive species removal, tree removal, stump clearing, chipping, debris removal, grading, and adding topsoil and hydroseed to promote healthy, native plant growth.

Public Services Director Johnston obtained several quotes from contractors who perform these types of work. One company, Stump Demolition and Land Clearing, LLC, is a unique, all-in-one service that has all of the equipment and expertise necessary to complete the desired clean up in only a few days.

At their June 20th meeting, the Parks & Recreation Board recommended that the Village Council approve the quotes from Stump Demolition and Land Clearing in an amount not to exceed \$27,324.00.

The detailed quotes are attached.

Recommended Resolution:

Be it resolved, the Beverly Hills Village Council approves the quotes from Stump Demolition and Land Clearing, LLC to perform improvements to Riverside Park in an amount not to exceed \$27,324.00. Funds are available in 101-751-934.00 (Park- Tree Maintenance & Removal), 101-751-934.42 (R&M Park Grounds), and 101-751-934.02 (Buckthorn Eradication)

Attachment



QUOTE #288

SENT ON:

Apr 20, 2024

RECIPIENT:

Village of Beverly Hills

Beverly Hills, MI 48025

SENDER:

Stump Demolition and Land Clearing LLC

Phone: 248-688-8332

Email: info@stumpdemolition.com

Website: www.stumpdemolition.com

Product/Service	Description	Qty.	Unit Price	Total
Forestry Cleanup of the Park	All buckthorn, weed/dead trees, weeds, and fallen wood will be mulched. Clippings will be spread evenly across site to add nutrients to the soil and help prevent the regrowth of weeds prior to the installation of topsoil and grass seed. Stumps will be ground 0-2" below grade to help prevent soil erosion into the river. Areas include along the road, shoreline by the parking, and the peninsula going into the water.	1	\$7,450.00	\$7,450.00

Total

\$7,450.00

Description of work: All buckthorn, weed/dead trees, weeds, and fallen wood will be mulched. Clippings will be spread evenly across site to add nutrients to the soil and help prevent the regrowth of weeds prior to the installation of topsoil and grass seed. Stumps will be ground 0-2" below grade to help prevent soil erosion into the river. Areas include along the road, shoreline by the parking, and the peninsula going into the water.

Soil Conditions: Stump Demolition LLC shall have no responsibility for the conditions of the soil at the work site. Stump Demolition LLC has the right to postpone the project or terminate this contract if the soil conditions are not in a condition that allows equipment to operate safely and not become embedded into the soil requiring recovery.



QUOTE #288

SENT ON:

Apr 20, 2024

Notes Continued...

Forestry mulching does not include hauling away of the mulch waste. Clippings from the mulching will remain on site to help prevent weed growth prior to construction. All brush and trees in the selected areas will be forestry mulched or hauled if too large. Stripping of the topsoil as well as root raking is not included in this contract. All stumps from grasses, weeds and thin brush will be mulched 1-5" above grade. All stumps 6" and below from thicker brush and trees will be mulched from grade to 2" above. All stumps 6" and greater will be ground 2"-10" inches below grade.

If waste is discovered on site that can cause damage to the machines such as but not limited to, cylinder blocks, metal, bricks, boulders, wires, cables, etc, then a change order, approved by the owner, will be issued to the owner to cover the cost of cleanup. If the client decides not to clean the area, it will be avoided.

Changes in Work: Changes in work, as agreed upon in writing by parties on change order sheet signed by Owner.

Delays: Stump Demolition LLC shall not be liable for any loss or damage resulting in delay of construction caused by changes made from Owner, or occurrences beyond control of the builder, labor difficulties, labor or material shortage, government order or regulation, the elements, and "Acts of God".

Default: If it becomes necessary for Stump Demolition and Land Clearing LLC to initiate litigation, to ensure the performance of the conditions of this contract, signatory agrees to pay full legal fees of builder and court costs.

All non-utility underground lines must be notified to Stump Demolition and Land Clearing LLC prior to starting. If damage occurs due to no notifications, Stump Demolition and Land Clearing LLC will not be held responsible

Stump Demolition and Land Clearing will not be held responsible for property lines that were not properly staked and labeled. Stump Demolition and Land Clearing LLC will not be responsible for damages to neighboring properties if the property owner decides to not have the property properly staked and marked on the property line.

Agreement: This contract incorporates all prior agreements between parties, contains the entire and final agreement of the parties, and cannot be changed except by written consent. Each party acknowledges that they have read and understood this contract. By signing a quote with the builder, the Contract for Land clearing is signed. This contract shall be governed in the State of Michigan. The provisions of this contract shall apply and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender in number, as herein used, shall be changed as the contacts may require.

Payment is due upon completion of the project.

This quote is valid for the next 30 days, after which values may be subject to change.



QUOTE #289

SENT ON:

Apr 22, 2024

RECIPIENT:

Village of Beverly Hills

Beverly Hills, MI 48025

SENDER:

Stump Demolition and Land Clearing LLC

Phone: 248-688-8332

Email: info@stumpdemolition.com

Website: www.stumpdemolition.com

Product/Service	Description	Qty.	Unit Price	Total
Installation of topsoil (cubic yards)	Includes topsoil and labor to install. Topsoil will be installed in the cleared areas in preparation for the installation of hydroseed for the park.	324	\$43.00	\$13,932.00
Installation of hydroseed	Includes hydro seed and labor. Hydro seed will be installed in the cleared areas. Hydro seed will be a mix of rye and bluegrass. Rye to allow the grass to quickly establish and the bluegrass will take over once completed.	1	\$4,350.00	\$4,350.00
Delivery of soil for the project		1	\$475.00	\$475.00
Finish grading of soil in preparation for the installation of grass seed	Soil will be finished graded in preparation for the installation of grass seed.	1	\$1,117.00	\$1,117.00

Total

\$19,874.00

Description of work: All previously cleared areas will be installed with topsoil and graded. Once completed, hydro seed will be installed in the areas to grow grass for the park.

Soil Conditions: Stump Demolition LLC shall have no responsibility for the conditions of the soil at the work site. Stump Demolition LLC has the right to postpone the project or terminate this contract if the soil conditions are not in a condition that allows equipment to operate safely and not become embedded into the soil requiring recovery.

Forestry mulching does not include hauling away of the mulch waste. Clippings from the mulching will remain on site to help prevent weed growth prior to construction. All brush and trees in the selected areas will be forestry mulched or



QUOTE #289

SENT ON:

Apr 22, 2024

Notes Continued...

hailed if too large. Stripping of the topsoil as well as root raking is not included in this contract. All stumps from grasses, weeds and thin brush will be mulched 1-5" above grade. All stumps 6" and below from thicker brush and trees will be mulched from grade to 2" above. All stumps 6" and greater will be ground 2"-10" inches below grade.

If waste is discovered on site that can cause damage to the machines such as but not limited to, cylinder blocks, metal, bricks, boulders, wires, cables, etc, then a change order, approved by the owner, will be issued to the owner to cover the cost of cleanup. If the client decides not to clean the area, it will be avoided.

Changes in Work: Changes in work, as agreed upon in writing by parties on change order sheet signed by Owner.

Delays: Stump Demolition LLC shall not be liable for any loss or damage resulting in delay of construction caused by changes made from Owner, or occurrences beyond control of the builder, labor difficulties, labor or material shortage, government order or regulation, the elements, and "Acts of God".

Default: If it becomes necessary for Stump Demolition and Land Clearing LLC to initiate litigation, to ensure the performance of the conditions of this contract, signatory agrees to pay full legal fees of builder and court costs.

All non-utility underground lines must be notified to Stump Demolition and Land Clearing LLC prior to starting. If damage occurs due to no notifications, Stump Demolition and Land Clearing LLC will not be held responsible

Stump Demolition and Land Clearing will not be held responsible for property lines that were not properly staked and labeled. Stump Demolition and Land Clearing LLC will not be responsible for damages to neighboring properties if the property owner decides to not have the property properly staked and marked on the property line.

Agreement: This contract incorporates all prior agreements between parties, contains the entire and final agreement of the parties, and cannot be changed except by written consent. Each party acknowledges that they have read and understood this contract. By signing a quote with the builder, the Contract for Land clearing is signed. This contract shall be governed in the State of Michigan. The provisions of this contract shall apply and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender in number, as herein used, shall be changed as the contacts may require.

Payment is due upon completion of the project.

This quote is valid for the next 30 days, after which values may be subject to change.

This quote is valid for the next 30 days, after which values may be subject to change.

MEMORANDUM

To: Honorable President George; Village Council

CC: Jeffrey Campbell, Village Manager; Tom Ryan, Village Attorney; Peggy Linkswiler, Treasurer

From: Sheila McCarthy, Finance Director

Date: July 12, 2024

Re: Public Safety Defined Benefit Pension Surplus Contribution

The Village of Beverly Hills FY 2025 Budget for the Public Safety fund, as approved by Council, reflects a Defined Benefit Pension Surplus Contribution in the amount of \$857,208. This expenditure is in G/L account 205-345-717.01.

The Defined Benefit Pension Surplus Contribution is a payment to be made by the Village that is over and above required annual contributions. This payment will be set up in a Surplus Defined Benefit division and will increase the Defined Benefit funded % for Public Safety.

Upon filing of the Defined Benefit Plan Surplus Division Adoption Addendum with MERS, payment can proceed.

Recommended Resolution

Be it resolved, the Beverly Hills Village Council adopts the Defined Benefit Plan Surplus Division Adoption Addendum and authorize payment in the amount of \$857,208 to be made to the Public Safety Defined Benefit Surplus Division.

Defined Benefit Plan Surplus Division Adoption Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Municipal Employees' Retirement System of Michigan ("MERS")

and _____, # _____
(Municipality name) (Municipality number)

entered into an Adoption Agreement effective _____; and
(Month, Year)

Employer may elect to remit Contributions to its reserve account with MERS in excess of the annual required Employer Contributions as determined by MERS' actuary, or in excess of the amount currently due from Employer, without such amounts being immediately attributable to the reserve of its employee divisions ("Surplus Contributions"). MERS has advised Employer that in order to accomplish this, MERS must establish a Surplus Division to account such Surplus Contributions.

To establish the Surplus Division(s) and memorialize the terms and conditions agreed to by MERS and Employer concerning their establishment, Employer and MERS hereby enter into this Surplus Contribution Addendum to Employer's Adoption Agreement ("Addendum"), to be effective as of the date set out above.

I MERS Establishment of Surplus Division: Commencing on the effective date of this Addendum, MERS shall establish the following Surplus Division(s) for Employer:

☐ **Associated Surplus Divisions:**

	To be completed by MERS		List DB division number(s)
a)	Surplus Division _____,	to be associated with	_____.
b)	Surplus Division _____,	to be associated with	_____.
c)	Surplus Division _____,	to be associated with	_____.

☐ **Unassociated Surplus Divisions:**

	To be completed by MERS	
d)	Surplus Division _____,	to be unassociated with any Employee Division.
e)	Surplus Division _____,	to be unassociated with any Employee Division.
f)	Surplus Division _____,	to be unassociated with any Employee Division.

II Employer Remittance of Surplus Contributions: At Employer's sole and exclusive discretion (which shall include Employer's obligations under terms agreed to by Employer in the course of collective bargaining, if any), Employer may remit contributions to MERS that Employer expressly designates as Surplus Contributions, specifying the appropriate Surplus Division to which they are to be credited. It is understood by Employer that, once remitted to MERS, Surplus Contributions are not and shall never be refundable to Employer, nor used for any purpose other than the funding of its obligations for MERS benefits accrued by employees of Employer.

Defined Benefit Plan Surplus Division Adoption Addendum

- III MERS' Crediting of Surplus Contributions:** Upon receipt from Employer of Employer Contributions designated as Surplus Contributions, MERS shall credit such amounts to the Surplus Division designated by Employer.
- IV Treatment of Surplus Contributions for Actuarial Purposes:** Surplus Contributions reflected in one or more Surplus Division established by MERS as directed by Employer shall be treated as follows for actuarial purposes:
- a) They shall not be included in the determination of the annual Employer Contributions requirement for any Employee Division, and
 - b) They shall be included in the determination of the Employer's overall funded status.
- V Employer Use of Surplus Contributions:** At any time, upon 30 days' advance written notice to MERS, Employer may direct MERS to use the Surplus Contributions currently reflected in one or more established Surplus Division(s) be used by Employer as follows:
- a) Employer may transfer Surplus Contributions reflected in an Unassociated Surplus Division to one or more Employee Division(s).
 - b) Employer may transfer Surplus Contributions reflected in an Assigned Surplus Division to such Employee Division.
 - c) Employer may redesignate any Surplus Division (whether Associated or Unassociated) to either an Associated Surplus Division or to an Unassociated Surplus Division, as applicable.
- Employer is solely responsible for any decision(s) it makes under Section V, and Employer agrees that by entering into this Addendum, it shall indemnify and hold MERS harmless from any claim, challenge, or litigation arising from its actions under Section V, including costs and attorneys' fees.
- Once Surplus Contributions are transferred to an Employee Division, they may not thereafter be recharacterized as Surplus Contributions or transferred back to a Surplus Division.
- VI Recharacterization of Contributions:** By written notice to MERS, Employer may make a one-time election to transfer Employer Contributions it remitted prior to the effective date of this Addendum that were in excess of the amount then due from Employer from an Employer Division to one or more Surplus Division(s) established by this Addendum, and recharacterize those amounts as Surplus Contributions. Employer may make the election described herein only once.
- VII Rights of MERS:** At any time following the occurrence of any or all of the following, MERS reserves the right to transfer some or all of the Surplus Contributions reflected in an Employer's Reserves to one or more Employee Division(s) of such Employer:
- a) Employer has defaulted on some or all of its contribution obligations to MERS.
 - b) Employer has filed for or is otherwise subject to bankruptcy protection or receivership.
 - c) An emergency manager or similar oversight authority has been appointed to conduct Employer's financial affairs.

Defined Benefit Plan Surplus Division Adoption Addendum

VIII Continuation of Adoption Agreement: Except for the terms and conditions of this Addendum, all other terms and conditions of the Adoption Agreement, as it may be or may have been amended from time to time, shall continue unchanged.

IN WITNESS WHEREOF, this Addendum is entered into by MERS and Employer by signature of the authorized parties below:

Employer Approving Authority

Signature: _____ on _____
(Name of approving representative) (Date)

Employer Printed Name: _____

Employer Title: _____

MERS Approving Authority

Signature: _____ on _____
(Date)

MERS Printed Name: _____

MERS Title: _____



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Review and Consider approval of a paid parental leave policy for the Village of Beverly Hills

Date: July 12, 2024

In January of 2024, the Village Administration staff discussed with Village Council providing paid parental leave for a six-week period. Paid parental leave gives families the support they need to be there for the crucial first months of a baby's life. It also reassures them that their employers value and support their lives outside the office. According to U.S. Labor Department, paid leave helps boost female labor force participation and economic growth because it makes it easier for women to stay in the workforce after welcoming a new child to the family.

When parents have access to paid leave, children benefit, too. Studies report maternity leave contributes to improved child health outcomes like higher birth weights, fewer premature births and reduced infant mortality. When men take paternity leave, they're more engaged as fathers, they develop stronger bonds with their children, and it can even increase employment and pay for women.¹

By offering a paid parental leave program, you can send a clear message that you care about the health, wellbeing and quality of life of the people and families that power your business.

A growing body of research shows that offering paid parental leave isn't just the right thing to do — it's good for business. Paid leave programs increase worker retention and reduce turnover, which helps businesses avoid the cost of having to hire and train employees to replace those who leave to care for new children.

According to a New York times article, which cited a California study on paid maternity leave, "[e]ighty-seven percent say it has not increased costs," writes Claire Cain Miller for The New York Times. "Nine percent say they saved money, because of decreased turnover or benefit payments."

The Administration, including the Director of Public Safety, recommend the adoption and implementation of this policy. As noted above, this policy will also act as a necessary attraction and retention tool. The Public Safety Officer and Command Unions are also in favor of implementing the policy. The attached policy was also vetted and reviewed by the Village's Labor Attorney.

¹ See DOL POLICY BRIEF, Paternity Leave: Why Parental Leave for Fathers Is So Important For Working Families, available at <https://www.dol.gov/sites/dolgov/files/OASP/Paternity-Leave.pdf>

Suggested Resolution:

Be it Resolved that the Beverly Hills Village Council hereby adopts the proposed Parental Leave Policy and authorize the Manager to enter into Letters of Understanding with the Public Safety Officers and Command Unions to effectuate this Policy for all Village staff.

Village of Beverly Hills Parental Leave and Benefits Policy

Purpose:

This policy provides eligible employees with the opportunity to take parental leave upon the birth or adoption of a child. Parental leave is intended to provide an opportunity for eligible Beverly Hills employees to take up to six (6) consecutive calendar weeks of paid leave time for the purpose of bonding and/or providing parental care immediately following the birth or adoption of a minor child ("Parental Leave").

Eligibility:

- Permanent full-time employees for at least six months and who work thirty-five or more hours per week are eligible for Paid Parental Leave Benefits in accordance with this policy.
- Employee must be the biological parent of a newly born child or be the legally designated guardian of a minor child who is newly adopted or placed and in the process of adoption through an active adoption agreement.
- Employee must not have taken any Parental Leave under this policy in the 12-month period immediately preceding the date Parental Leave begins.
- If an eligible employee gives birth to multiple children in a single pregnancy or simultaneously adopts multiple children, such events will be considered a single qualifying event entitling the employee to Parental Leave Benefits.
- A voluntary or involuntary loss of custody of a newborn will terminate the Parental Leave Benefits leave term as the date of physical custody is lost.

Required Notice:

- Employee shall provide at least thirty (30) days' written notice to his/her Department Head and the Human Resources Department as to his or her intent to use Parental Leave
- Employee must specify in the written notice the total amount of Parental Leave employee plans to take not to exceed six (6) calendar weeks.
- All Parental Leave Benefits notices will be reviewed for potential Family and Medical Leave Act (FMLA) eligibility.
- Parental Leave is not subject to extension, even if the employee accrues additional personal, sick or vacation time after the employee's written notice of intent to take parental leave.
- All Parental Leave notices received will be reviewed for potential FMLA eligibility.
- Employee must provide proof of the date of birth or adoption within 15 calendar days after the triggering event, as defined below.

Effective Date and Triggering Event:

Eligibility for taking Parental Leave may begin on the exact date of the birth of an employee's child or on the exact day on which custody of a minor child is taken by the employee through an adoption agreement. An eligible employee may also choose to take Parental Leave after the birth or adoption to accommodate a coordination of time off with a spouse or partner, for example, but all parental leave MUST be utilized prior to 365 days from the date of birth or adoption.

Parental Leave Benefits:

Paid Paternity Leave – An eligible employee shall be entitled to six (6) consecutive calendar weeks of paid Paternity Leave starting from the Effective Date.

Rules for Administering Parental Leave Benefits

- A. The Parental Leave Benefits leave term will run concurrent with FMLA leave terms. After expiration of the applicable Parental Leave Benefits leave term, an eligible employee is eligible for any remaining benefits provided under FMLA; provided, the eligible employee satisfies all applicable requirements. Under no circumstances shall an eligible employee utilize the Parental Leave Benefit leave term to extend the terms of FMLA for the same qualifying birth or adoption.
- B. Parental Leave Benefits may not be used intermittently.
- C. The Parental Leave Benefits will be calculated using the eligible employee's base salary and normal work week.
- D. Employees on Parental Leave Benefits leave are not eligible for overtime pay because they are not actually working, except as may otherwise be provided in the respective collective bargaining agreements.
- E. Should a Paid Holiday fall within the Parental Leave Benefits leave term, the Paid Holiday will be paid to the eligible City employee in lieu of the Parental Leave Benefits for that day. Except in circumstances where holiday pay is paid in a lump sum, a paid holiday shall extend the leave term for Parental Leave Benefits by one day. An eligible Village employee shall not be able to utilize other accrued leave time to extend the leave term for Parental Leave Benefits.
- F. Eligible Village employees who elect to work alternative employment during the leave term are ineligible for Parental Leave Benefits.
- G. During the Parental Leave Benefits leave term, an eligible Village employee is also eligible to accrue seniority and all other forms of leave time in

accordance with the applicable collective bargaining agreement. Parental Leave Benefits shall not result in the loss of any employment benefit provided by collective bargaining agreement, provided the eligible Village employee is meeting his or her obligations to qualify therefore.

- H. A Village employee is not eligible for unemployment benefits during the Parental Leave Benefits leave term because there is no wage loss and employment is readily available but for the employee's voluntary choice to receive Parental Leave Benefits.

Management's Responsibilities:

It is the responsibility of the Human Resources Department to administer this Parental Leave policy and it is the responsibility of Department Heads to make Human Resources aware of any situation whereby the Parental Leave policy may apply for an employee within his/her department. The Village Manager reserves the right to amend, suspend, or delete this policy, or any portion thereof, at any time.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Announcement of a Zoning Board of Appeals Vacancies

Date: July 11, 2024

There are three vacancies on the Zoning Board of Appeals:

1 full member vacancy for a partial term ending June 30, 2025

1 Alternate Member vacancy for a full term ending June 30, 2027

1 Alternate Member vacancy for a partial term ending June 30, 2026

The ZBA meets the second Monday of the month at 7:30 p.m. as necessary. The ZBA hears appeals of applicants who request exceptions from or official interpretations of the Zoning Ordinance. Members must decide whether or not a physical hardship or practical difficulty exists, which justifies the granting of a variance.

All interested and eligible residents of Beverly Hills are encouraged to apply to fill the vacancy on the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk's office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025).

Applications are due Tuesday, July 23, 2024.

This constitutes the third announcement of vacancies on the Zoning Board of Appeals.



To: Honorable President George; Village Council Members

From: Kristin Rutkowski, Village Clerk/Assistant Village Manager

Subject: Announcement of a Cable Board Vacancy

Date: July 11, 2024

There is a vacancy on the Birmingham Area Cable Board for the July 1, 2024 – June 30, 2027 term.

The Cable Board meets the third Wednesday of every other month at 7:45 a.m. The Cable Board advises Village Council as to all matters related to cable television. The Board monitors the performance of the franchisee and compliance with the franchise agreement.

All interested and eligible residents of Beverly Hills are encouraged to apply to fill the vacancy on the ZBA. Applications are available on the Village website or by emailing the Village Clerk at krutkowski@villagebeverlyhills.com. Applications may be submitted to the Clerk's office via email, regular mail, in person, or using the drop box located outside the Village office (18500 W. 13 Mile Road, Beverly Hills, MI 48025).

Applications are due Tuesday, July 23, 2024.

This constitutes an announcement of a vacancy on the Birmingham Area Cable Board.



To: Honorable President George; Village Council Members

From: Jeff Campbell, Village Manager

Subject: Manager's Report

Date: July 12, 2024

Storm Update

The Village continues to engage in cleanup after the storm. Chipping is continuing throughout the Village. In addition, there are still limbs all over the Village that need to be removed. Our contractor continues to work on removing these limbs. The Village is still waiting on updates from the Governor's office on the reason for the denial of the emergency declaration and if there is a potential reconsideration or appeal process. Currently, as of this date, the Village has spent approximately \$247,000 on the cleanup effort.

Construction Update

In an effort to upgrade the Riverside Bridge (Riverside Dr. just east of Evergreen Rd.) the Village of Beverly Hills is repairing the bridge deck, sidewalks and barrier walls. Construction is scheduled to start on **July 15, 2024.**

To complete this work, the Riverside Bridge will be CLOSED during construction. The duration of the closure is expected to be up to 8 weeks. Procedures are in place to minimize the duration of the road closure and detours will be in place to route traffic along Lincoln St. and Beverly Dr. Local traffic will be maintained.

Every effort will be made to minimize the inconvenience to area residents. We appreciate your patience during construction. A map of the detour is attached to this project.

The Village's last ARPA project, the sanitary pump station improvement project, is scheduled to begin on July 22, 2024. As a reminder, the project entails in part, the pump, valve and piping replacement at pump stations 7, 8 and 9.

Park Event Updates

The Village had a great turn out for our first Food Truck Monday event at Beverly Park on July 8th. Slows BBQ was on site and ended up selling out slightly before 7:30 p.m. Thank you to all the residents who showed up and supported this new event. Food Truck Mondays will continue every Monday through August 5, 2024 and will feature a different food truck every week.

Java & Jazz will be held at the Beverly Park pavilion on Sunday, July 21st from 9:00 a.m. to noon, featuring the Ryan Bills Trio. Thanks to the Beverly Hills Lions Club and Nancy Collias for sponsoring the event.

The final Concert in the Park of the summer will be on Friday, August 9th at 7:00 p.m. featuring Cliff Erickson. The concert is free to attend.

Movie in the Park will be held on Thursday, August 22, 2024 at dusk. The movie this year is *Trolls Band Together*. Free popcorn will be provided courtesy of Jason's Outdoor Services.

Finance Update

The auditors will be on site for the annual audit from August 19 to August 27, 2024. The audit should be completed and ready to present to Council by mid to late October.

Quarterly Reports

Attached to this packet are quarterly reports from the Code Enforcement Department.

Thank You

I want to personally thank Council and the residents of Beverly Hills for their support during my tenure as Village Manager. Beverly Hills is a great community that will continue to thrive. I want to thank the Village of Beverly Hills staff, who work tirelessly to improve the Village of Beverly Hills. I am proud of the work we accomplished during my tenure. I wish you all the best.

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
5/3/24	Office	Calls, messages and emails			
	Heath Ct	Complainant stated overflowing garbage from Huntley attracting possible rats/vermin	Caller		?
	Carriage Lane	Complaint regarding parts build up and junk on property	Email	Y	R
	Fox Run	Spoke with owner about lawn mowing times and neighbors	CO	N	R
	Fox Run	Followed up with complainant regarding the communication with neighbor	CO	N	R
	Village E.	Signage pickup	CO		R
	Lincolnshire	Site inspection for car on jacks / Completed	CO	Y	R
	Office	Request photos from complaint of garbage overflowing on Huntley			
	Belmont	Apts. Property	Email		
	Belmont	Complaint of lack of upkeep on the house	Email	Y	R
	Walmer	Tall grass	Email	Y	R
	Walmer	Tall grass	Email	Y	R
	Carriage Lane	Complaint regarding parts build up and junk on property	Email	Y	R
	Hillcrest	Site inspection, cleaned buildup of branches on side of house	CO	Y	R
	Dunblaine	Site inspection, cleaned build up leaves in easement	CO	Y	R
	Village	Signage pickup	CO		
	Office	BS & A Update / Upload photos and delete photos from phone	CO		
	Leemoor	Site inspection /utility trailer moved from driveway	CO	Y	R
	Pierce	Tall grass	CO	Y	R
	Pierce	Tall grass	CO	Y	R
	Amherst	Tall grass	CO	Y	R
	Birwood	Tall grass	Call	Y	R
	Birwood	Tall grass	Call	Y	R
	Birwood	Tall grass	Call	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Office	Calls, messages and emails			
		Spoke with owner who had issue with neighbors downspout /			
	Heath	Owner will handle	Call	N	
	Kirkshire	Tall grass	CO	Y	R
	Kirkshire	Tall grass	Call	Y	R
	Kirkshire	Tall grass	Call	Y	R
	W Rutland	Tall grass	Call	Y	R
	Birwood	Tall grass	Call	Y	R
	14 Mile	Tall grass	CO	Y	R
	Kirkshire	Tall grass	CO	Y	R
	14 Mile	Tall grass	CO	Y	R
	Foxboro	Tall grass	Call	Y	R
	Pierce	Site inspection on tall grass / grass cut	Call	Y	R
	Office	Pick up signage	CO		
5/13/24	Office	Calls, messages and emails			
	Office	Upload photos / BS&A updates / delete older photos on phone	CO		
	Office	Work on digital court tickets	CO		
	Village	Signage pickup	CO		
	Evergreen	Tall grass	CO	Y	R
	N Oak Hurst	Took call from and for Beverly Hills CA	CO		
	Ukrainian				
	Center	M.A.C.E.O. Monthly Meeting	CO		
	Pierce	Call back owner for the tall grass follow up	CO	Y	R
	Buckingham	Sidewalk cracking / heaving complaint / TOT N Johnston	Call		?
	Birwood	Caller stated grass was cut	Call	Y	R
	Kinross	RV Parked in driveway longer than 72 hrs.	Call		?
	Birwood	Weeds between the dual fences. Between Birwood & Buckingham	Call	N	R
	Buckingham	Tall grass	Call	Y	R
	Buckingham	Tall grass	Call	Y	R
	Kirkshire	Tall grass	Call	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Office	15858 Buckingham call from "The Guy" Outdoor Services says he will cut by 05-20-24	Call		
	Lincolnshire	Input photo into BS&A	CO	Y	R
	Robinhood Dr.	Fence is falling apart on the Bingham Farms side Condo Assoc. "Outland Trail"	Call	N	
	Beechwood	Tall grass / Caretaker stated owner would be home tomorrow and knows about grass	CO	N	
	Buckingham	Checked sidewalk lifted cement/ Tot photos to N. Johnston	Call		
	Buckingham	Checked sidewalk lifted cement/ Tot photos to N. Johnston	Call		
	Office	Called back complainant on sidewalk repair and advised result of inspection	CO		
	Evergreen	Check on permitting / just clearing out home for sale purposes, none needed.	CO	N	
	Village	Pick up signage	CO		
	Southfield Twp	Signage pickup	CO		
	Robinhood Dr.	Speak with owner regarding Bingham Farms Fence maintenance / Outland Trail	Call		
	Kirkshire	Tall grass / Rental	CO	Y	C
	East Lady	Remove utility Trailer	CO	Y	C
	Kirkshire	Site inspection / Tall grass cut	CO	Y	C
	Kirkshire	Site inspection / Tall grass cut	CO	Y	C
	Birwood	Site inspection / Tall grass cut	CO	Y	C
	Birwood	Site inspection / Tall grass cut	CO	Y	C
	Amherst	Site inspection / Tall grass cut	CO	Y	C
	W. Rutland	Site inspection / Tall grass cut	CO	Y	C
	Pierce	Site inspection / Tall grass cut	CO	Y	C
	Walmer	Site inspection / Tall grass cut	CO	Y	C
	Walmer	Site inspection / Tall grass cut	CO	Y	C
	Belmont	Site inspection / Tall grass cut	CO	Y	C

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
		Site inspection / tall grass cut / clear tarps and blight items / take			
	Carriage Ln	down unperm fence	CO	Y	R
	Foxboro	Site inspection / Tall grass cut	CO	Y	R
	14 Mile	Site inspection / Tall grass cut	CO	Y	R
	14 Mile	Site inspection / Tall grass cut	CO	Y	R
	Kirkshire	Site inspection / Tall grass cut	CO	Y	R
	Birwood	Site inspection / Tall grass cut	CO	Y	R
	Office	Enter site inspections into BS&A / Manage photos	CO		
	Eastlady	Site Inspection with Trailer owner	CO	Y	R
	BHPS	Assist Public Safety			
	Auburn	Tall grass	CO	Y	R
	13 Mile	Tall grass	CO	Y	R
	Pickwick	Tall grass	CO	Y	R
	Pickwick	Tall grass	CO	Y	R
	BHPS	Speak with Sgt Danielson regarding drone representative selection	CO		
05-20-24	Office	Calls, messages and emails			
	Office	Enter site inspections into BS&A / Manage photos	CO		
	BHPS	Assist Public Safety	CO		
	Village	Signage	CO		
	BHPS	Speak with Sgt Danielson regarding drone representative selection	CO		
	Office	Enter site inspections into BS&A / Manage photos	CO		
	BHPS	Assist Public Safety Oakland County CLEMIS	CO		
		Site inspection on clean up and solution to severe pooling water in			R
	Beverly	backyard	CO	Y	
	Buckingham	Tall grass	CO	Y	R
	Beechwood	Tall grass	CO	Y	R
	Village	Pick up signage	CO		
	Southfield				
	Twp	Pick up signage	CO		
	Kirkshire	Site inspection on tall grass	CO	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	BHPS	Assist Public Safety Oakland County CLEMIS	CO		
	W. Valley Woods	Meet w/ N. Johnston and resident regarding line-of-sight obstruction on prop.	CO		
	Hamsted	Check on possible unpermitted	CO	N	
	Buckingham	Site inspection for tall grass	CO	Y	R
	Buckingham	Site inspection for tall grass	CO	Y	R
	Beverly	Discussions with owner on future inspection dates	CO		
	Office	Enter site inspections into BS&A / Manage photos	CO		
	Office	Return call regarding parking on street or easement questions	CO		
	Office	Return call regarding RV and Shed questions	CO		
	BHPS	Assist Public Safety	CO		
	Auburn	Site inspection for tall grass	CO	Y	R
	Kirkshire	Site inspection for tall grass	CO	Y	R
	Evergreen	Site inspection for tall grass	CO	Y	R
	Pickwick	Site inspection for tall grass	CO	Y	R
	Pickwick	Site inspection for tall grass	CO	Y	R
	Buckingham	Tall grass	CO	Y	R
	Beechwood	Tall grass	CO	Y	R
	BHPS	Assist Public Safety	CO		
	Elwood	Remove fallen tree debris, large cut up tree trunks on property	CO	Y	R
	E. Chelton	Tall Grass	CO	Y	R
05-27-24	Office	Calls, messages and emails			
	Elwood	Site inspection on removal of berm on property / 90% complete	CO	Y	R
	Bellvine	Site inspection for tarp on roof	CO	N	
	BHPS	Assist Public Safety	CO		
	Village	Pick up signage	CO		
	Southfield Twp	Pick up signage	CO		
	Office	Return calls from weekend	CO		

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
		Check on and speak with owner regarding possible non permitted fence	Call	N	
	31227 Pierce				
	W Rutland	Site inspection on grass /grass cut	CO	Y	R
	Marguerite	Site inspection on grass /grass cut	CO	Y	R
	Buckingham	Site inspection on grass /grass cut	CO	Y	R
	Beechwood	Site inspection on grass /grass cut	CO	Y	R
	Village	Signage pickup	CO		
	Southfield Twp	Pick up signage	CO		
	E. Chelton	Site Inspection on Grass / Cut	CO	Y	C
	Office	Calls, Messages and emails			
	Evergreen	Complaint concerning the yard	Call	N	N
	Carriage Ln	Site Inspection on yard clean up	CO	Y	N
	Warwick	Tall grass and weeds	Email		
	Village	Patrol for violations	CO		
	Village	Register for June MACEO meeting	CO		
	Office	Enter photos and BS &A information	CO		
	Office	Calls, Messages and emails			
	E Chelton	Site inspection / tall grass cut	CO	Y	R
	Beechwood	Site inspection / tall grass cut	CO	Y	R
	Buckingham	Site inspection / tall grass cut	CO	Y	R
	Marguerite	Site inspection / tall grass cut	CO	Y	R
	W Rutland	Site inspection / tall grass cut	CO	Y	R
	BHPS	Assist Public Safety	CO		
	Warwick	Tall grass and weeds	Email	Y	R
	Birwood	Tall grass and weeds	CO	Y	R
	Southfield Twp	Pick up signage	CO		
		Site inspection / Spoke with owner about continuing cleanup of backyard	CO		
	Carriage Lane		CO		
	Birwood	Tall grass and weeds	CO	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Elizabeth	Complaint about feeding cats, this led to 31143 Pierce	CO	N	R
	Pierce	Cut tall grass and weeds in rear yard / keeping feral cats	CO	Y	
6/3/24	Office	Calls, messages and emails			
	Southfield Twp	Billing			
	BHPS	Assist Public Safety	CO		
	Southfield Twp	Pick up signage	CO		
	Sunset	Site inspection on boat storage	CO	N	R
	BHPS	Assist Public Safety	CO		
	Ronsdale	Dumping grass complaint	CO	Y	R
	BHPS	Assist Public Safety	CO		
	BHPS	Assist Public Safety	CO		
	Madeline	Fence dispute	CO		
	13 Mile	Site inspection for grass cutting	CO	Y	R
	Warwick	Site Inspection for grass cutting	CO	Y	R
	Birwood	Site Inspection for grass cutting	CO	Y	R
	Birwood	Site Inspection for grass cutting	CO	Y	R
	Village	Signage pickup	CO		
	Mayfair	Site inspection for grass cutting / Branches yard clean up	CO	Y	R
	Mayfair	Remove tent from driveway	CO	Y	R
	Office	Update BS&A and photo	CO		
	Birwood	Check on low branches	Call		
	Kirkshire	Fence in disrepair, creating animal issue	Call	Y	R
	Chelsea Pl	Bags at curb side	Call	N	
	Riverside	Dumpster activity	Rental Insp		
	Pierce	Tall grass and possible feral cats living in rear yard.	Call	Y	
	Kirkshire	Tall grass and remove replace or repair fence	Call	Y	R
	Birwood	Tall grass and cut trees near sidewalk	CO	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
6/10/24	Office	Calls, messages and emails			
	Office	FOIA Request	CO		
	Plantation	Possible business trucks being stored	Call		
	Ronsdale	Thistle growth	Call	Y	R
	Ronsdale	Pilling grass in backyard	Call	Y	R
	Village Pines				
	Dr	Check roof and lack of remodel project with Building Official	Call	N	
	Warwick	Site inspection on clearing weeds call	Call	Y	R
	13 Mile	Trash left at curb due to mixing trash / cleaned up no issues	Call	N	
	Mayfair	Questions regarding tent in driveway	Call	N	R
	Warwick	Site inspection for weeds pulled	CO	Y	R
	13 Mile	Site inspection for picking up trash cans	CO	N	R
	Mayfair	Complaint about tent in front driveway / previous FCN issued	CO	Y	R
	Kirkshire	Check for parked RV over time limit	Call		
		Complaint about silt fence still up and tree debris / Permit still			
	Riverside	valid until 08-24	Call	N	R
	Pierce	Call back from owner on yard clean up	Call	Y	
	Beverly	Complaint about animal issue	Call		
		Meeting with the complex manager, Safiya Ellis, about garbage			
	Huntley Sq	overflow	CO	N	
	Ronsdale	Eliminate thistle in yard	Call	Y	R
	Ronsdale	Eliminate thistle in yard	Call	Y	R
	Kennoway	Eliminate thistle in yard	Call	Y	R
		Called homeowner and advised County stated they would be			
	Birwood	cutting easement now	CO	Y	R
	Kirkshire	Meet property manager at house to discuss yard / fence clean up	CO	Y	R
	Kirkshire	Meet property manager at house to discuss yard / fence clean up	CO	N	
	Kirkshire	Checked complaint of RV parked in driveway / none visible	CO	N	R
		Complaint of black bags left curb side / no bags observed at			
	Normandale	address	email	N	
	13 Mile	Complaint of Thistle in rear yard	email	Y	R

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Beverly	Meet with Roma's on final cleanup of property	CO	Y	R
	Beverly	Complaint regarding potential chickens	email	Y	R
	Evergreen	Complaint regarding potential chickens	CO	Y	O
	Plantation	Complaint of commercial veh. parked in driveway	CO	Y	R
	Woodhaven	Check on drainage issue between neighbors / BH DPW to trench per N. Johnston	N. Johnston	N	
		Site Inspection on yard cleanup / not complete yet check back on 06-20-24	CO	Y	
	Pierce		CO	Y	
	Birwood	Complaint on Cardboard boxes stacked up on porch	Call	Y	R
	6/17/24	Office	Calls, messages and emails		
	Office	Twp billing info, BS & A input, phone photo management	CO		
	Office	Discuss several property's / situations with S. Stec	CO		
	Office	Start proposal for Drones	CO		
	Village	Signage pickup	CO		
	Southfield Twp	Signage pickup	CO		
	Kinross	Canadian thistle	Email	Y	R
	Kinross	Clear sidewalk of bushes and tree branches	Email	Y	R
	Riverside	Tall grass and clear dead wood of property	Email	Y	R
	Mayfair	Site inspection / Driveway tent removed.	CO	Y	R
	Office	Update systems	CO		
	Office	Proposal for drones	CO		
	BHPS	Assist Public Safety	CO		
	Pierce	Site inspection on yard clean up	CO	Y	
	Vernon	Yard sign pickup	Call		
	Lauderdale	Advertisement sign in easement	CO	Y	R
	Birwood	Site inspection tall grass, tree branch cut	CO	Y	R
	Mayfair	Site inspection on tent in front yard	CO	Y	R
	Office	BS & A input, phone photo management	CO		
	Office	Vialytics training for online program	CO		

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Office	Clean out photos and update BS&A	CO		
	Village	Storm Damage assistance	CO		
	Ronsdale	Site inspection on Canadian thistle / Thistle eliminated	CO	Y	R
	Ronsdale	Site Inspection on Canadian thistle / Thistle eliminated	CO	Y	R
	Kirkshire	Site inspection on Canadian thistle / Thistle eliminated/fence taken down	CO	Y	R
6/24/24	Office	Calls, messages and emails			
	BHPS	Assist Public Safety x 2	CO		
	Reedmere	Answer questions re: RV allowed in backyard	CO	N	
	Dunblaine	Complaint of possible illegal fence erected / Permitted 6 ft fence	Call	N	
	Dunblaine	Complaint of illegally stored boat on side yard	Call	Y	
	Beverly	Animal control complaint TOT D. Weber	Email		
	Bellvine	Check on approach permit / good permit in place	CO	N	
	Riverside	Site inspection on grass cut on construction site / Grass cut	CO	Y	R
	Village	Signage pickup	CO		
	Lauderdale	Site Inspection on sign in easement	CO	Y	R
	Pierce	Site inspection on backyard cleanup / no progress	CO	Y	
	Office	Drone White Paper	CO		
	BHPS	Assist Public Safety	CO		
	W Rutland	FCN for boat storage	Call	Y	
	Plantation	Site Inspection for removal of commercial vehicle	CO	Y	R
	Office	Calls, messages and emails			
	Office	Political signage question	Call	N	
	Village	Drive village	CO		
	Office	Calls, messages and emails			

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
	Beverly	Message received and left for resident of FCN/ Verify FCN has been remedied	CO	Y	R
	Bingham Farms	Check on their fence complaint and its lack of progress. /BH resident called in	CO		
	Village	Pick up signage	CO		
	Southfield Twp	Drive the township	CO		
7/1/24	Office	Calls, messages and emails			
	Office	Return call to Tony Estate Sales to pick up confiscated signs	CO		
	Office	Contacted Village of Franklin Code Officer re a fence complaint	CO		
	Beechwood	Vehicle complaint, cars sticking out into street possible aban. cars	Call	Y	
	Southfield	Pathway into business has pothole	Call		
	Gould Ct	Car Trucking complaint concerning hanging branches across roadway. Contacted owners of overgrown trees.	Call		O
	Village	Sign pickup			
	Birwood	Question of sump pump in front yard / Inspected and found no issues	Email	N	R
	14 Mile	Moved commercial vehicle off the sidewalk	CO		R
	Beverly	Site Inspection on animal issue/resolved	CO	Y	R
	Office	Update BS & A and photos	CO		
	Southfield Rd	Check on pothole in approach / County issue and owner issue	Email		
	Southfield Twp	Meeting with J. O'Reilly re: Acacia Park FCN Response / additional photos supplied	CO		
	13 Mile	Site inspection on Canadian thistle / Thistle eliminated	CO	Y	R
	Beverly	Site inspection on water disbursement in backyard	CO	Y	R
	Kinross	Site inspection for clearing the sidewalk of overgrown bushes / Sidewalk is passable	Email	Y	R
	Southfield	Site inspection of pothole in approach of business / Owner issue	Email	N	

Code Enforcement Report

Week of	Street	Complaint / Activity	How Received (Call/CO/Email)	F.C.N. Issued	Resolved or Open
7/3/24	Office	Calls, messages and emails			
	Southfield	Site inspection of pothole in approach at business / Conducted Research / Spoke with receptionist at business/Owner to call	Email	N	
	Verona	Research into complaint of home business overflowing into backyard	Mail		

Beverly Hills Public Safety **Activity Report**

June 27th – July 11th, 2024

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

- **166 Calls for Service.**
- **24 Tickets issued.**
- **5 Arrests.**
- Animal Complaint in Huntley Square Apartments.
- Fraud reported on Riverview.
- Medical on Auburn.
- Suspicious Circumstances at 13 Mile and Lahser.
- Suspicious Circumstances reported on Birwood.
- Suspicious Circumstances on Elwood.
- Noise Complaint on Amherst.
- Medical at Mission Point.
- Animal Complaint on Beechwood.
- Animal Complaint at Groves High School.
- Wires Down on Beverly.
- Animal Complaint on Lahser.
- Motorist Assist on Evergreen.
- Lift Assist on Churchill.
- Medical on 13 Mile.
- Beverly Park closed for the night.
- Medical at Mission Point.
- Alarm on 14 Mile.
- Wires Down on 13 Mile.
- Extra Patrol in Beverly Park.
- Citizen Assist on Buckingham.

- Officers stopped a driver for a minor traffic violation at 14 Mile and Pierce. The driver was arrested for warrants and was taken into custody without incident. A handgun was also confiscated.
- Parking Complaint on Southfield.
- Tree in road removed at Kinross and Southfield.
- Citizen Assist on 13 Mile.
- Radar Detail at Lahser and Hillview.
- Extra Patrol requested at Market Fresh.
- Wires Down on 13 Mile.
- Fire Alarm on Beechwood.
- Citizen Assist on Pemberly Court.
- Beverly Park closed for the night.
- Fireworks Complaint on Locherbie.
- Extra Patrol around Beverly and Pierce.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol around Bedford and Medford.
- Extra Patrol around Kirkshire and Edgewood.
- Fire Truck Checks at the station.
- Alarm on Corsaut Lane.
- Citizen Assist on Marguerite.
- Beverly Park closed for the night.
- Traffic Enforcement at 14 Mile and Birmingham.
- Suspicious Circumstances at Mission Point.
- Citizen Assist at Mission Point.
- Medical on Verona Court.
- Mental Health Call at Mission Point.
- Alarm at Groves High School.
- Larceny reported on Southfield.
- Lawn mower on fire on Walmer.
- Alarm on Beechwood.
- Alarm at Groves High School.
- Fraud Reported on Hummel Court.
- Injury Accident at 13 Mile and Lahser.
- Medical on Meadow Lane.
- Radar Detail at 13 Mile and Southfield.
- Beverly Park closed for the night.
- Extra Patrol around Pirce and Reedmere.
- Extra Patrol in Huntley Square Apartments.
- Animal Complaint at Beverly School.
- Traffic Accident at 13 Mile and Lincolnshire.
- Traffic Accident at Evergreen and 13 Mile.
- Operation Medicine Cabinet.
- Citizen Assist on Kennoway Circle.

- Civil Matter on Madoline.
- Animal Complaint on Lahser.
- Traffic Accident at Southfield and 13 Mile.
- Beverly Park closed for the night.
- Medical on Leemoor.
- Medical on Madison.
- Traffic Enforcement at 13 Mile and Southfield.
- Operation Medicine Cabinet.
- Suspicious Persons at Beverly Park.
- Reckless Driver reported at Southfield and 13 Mile.
- Extra Patrol at Beverly Park.
- Missing Person recovered on Amherst.
- Suspicious Persons at Groves High School.
- Wires Down on King Richard Court.
- Found Property at Huntley Square Apartments.
- Alarm at Groves high School.
- Suspicious Persons on Vernon.
- Alarm on Embassy.
- Trespass Notification on Beechwood.
- Beverly Park closed for the night.
- Medical on Bellvine trail.
- Medical on Sheridan.
- Extra Patrol in Beverly Park.
- Extra Patrol at Detroit Country Day School.
- Medical on Spruce Lane.
- Medical on Kennoway Circle.
- Suspicious Circumstances on Amherst.
- Assisted Southfield PD with a missing person at Southfield and 13 Mile.
- Medical on 13 Mile.
- Lift Assist on Bellvine Trail.
- Tree removed from the road at 13 Mile and Wendbrook.
- Injury Accident at Evergreen and 13 Mile.
- Suspicious Circumstances at Beverly Park.
- Lost child found by officers in Huntley Square Apartments.
- Alarm on 13 Mile.
- Road Hazard reported on Southfield.
- Extra Patrol around Bellvine Trail and Smallwood.
- Radar Detail on 14 Mile.
- Operation Medicine Cabinet.
- Animal Complaint on Evergreen.
- Beverly Park closed for the night.

- Suspicious Persons at Lahser and 13 Mile.
- Traffic Enforcement at Greenfield and 13 Mile.
- Alarm on Hampstead.
- Alarm at Groves High School.
- Fire Alarm on McKenzie Court.
- Death Investigation suspected overdose on Amherst.
- Operation Medicine Cabinet.
- Suspicious Person at 13 Mile and Lahser.
- Alarm on Madoline.
- Suspicious Circumstances at Beverly Park.
- Beverly Park closed for the night.
- Fire Truck Checks.
- Radar Detail at Hillview and Lahser.
- Suspicious Vehicle on Southfield.
- Traffic Accident at Greenfield and 13 Mile.
- Fire Alarm on Beechwood.
- Tree in roadway at Pierce and Lauderdale.
- Radar Detail on 14 Mile.
- Operation Medicine Cabinet.
- Medical on Southfield.
- Civil Matter on Pierce.
- Neighbor Trouble on Dunblaine.
- Traffic Accident at Fairfax and 13 Mile.
- Traffic Enforcement at Beverly and Norchester.
- Beverly Park closed for the night.
- Extra Patrol around 14 Mile and Lahser.
- Traffic Enforcement at Pierce and Beverly.
- Welfare Check on Kirkshire.
- Officers stopped a driver for a minor traffic violation at Southfield and 13 Mile. The driver was arrested for a felony warrant and Driving While License Suspended. The driver was taken into custody without incident.
- Traffic Enforcement at 13 Mile and Southfield.
- Hospice Death on Hill Crest.
- Traffic Accident on Southfield and Gould.
- Radar Detail at Evergreen and Coryell.
- Motorist Assist at 13 Mile and Churchill.
- Officers stopped a driver for a minor traffic violation at 14 Mile and Greenfield. The driver was arrested for Driving While License Suspended and taken into custody without incident.
- A fraud reported on 13 Mile.
- Welfare Check in Huntley Square Apartments.
- Extra Patrol at Market Fresh.

- Medical on Southfield.
- Traffic Enforcement at Lahser and Riverview.
- Found Property turned into the station.
- Wires Down on Amherst.
- Extra Patrol around Medical Village.
- Beverly Park closed for the night.
- Extra Patrol around Plumwood and Bellvine Trail.
- Extra Patrol requested at Pierce and 14 Mile.
- Drain cleared because of flooding at Greenfield and Kirkshire intersection.
- Background investigation for citizen on himself.
- Wires down on Beverly.
- Found property on 13 Mile and returned it to owner.
- Customer trouble at Market Fresh.
- Hang up 911 call on 13 Mile.
- Traffic hazard on Southfield and 13 Mile.
- Parks and Recreation check.
- Alarm on Tremont.
- Crime prevention on Pierce.
- Crime prevention on 13 Mile. 3315

DETECTIVE BUREAU AND SCHOOL LIAISON

- Criminal Sexual Conduct Weekend Arraignment.
- Autopsy for OD victim.
- Book/fingerprint prisoner.
- Fire Alarm assist w/ patrol.
- Traffic conference @ 46th District Court.
- Swear to for Home Invasion warrant.
- Prisoner transport request to county x2.
- Transport Prisoner to 46th and back to Bham.
- Property return to CSC suspect.
- Online Fire training.
- Start Fraud Report.
- SWAT Training.
- Outdoor range plan review.
- Autopsy for OD victim.
- Gear maintenance.
- Password maintenance.
- Book/print retail fraud suspect.
- training.
- Larceny in a Building swear to warrant.
- Closed civil matter case.
- Contacted Superintendent Robberson.
- Assist patrol w/ prisoner transport.

Fire and Emergency Medical Services

- 14 Medicals.
- 6 Wires Down.
- 3 Fire Alarms.
- 2 Lift Assists.
- 2 Injury Accidents.
- Supervise Platoons 3 and 4

Michigan's overall crash numbers fell in 2023, but pedestrian- and bicycle-related crashes rose

Data shows crashes involving vulnerable roadway users up at least 10%

The number of overall traffic crashes and fatalities on Michigan roadways fell slightly in 2023, according to recently released data from the Michigan State Police Criminal Justice Information Center. However, crashes involving vulnerable roadways users, such as pedestrians and bicyclists, increased by at least 10%.

The 1,095 fatalities recorded in 2023 were slightly lower than the 1,123 deaths in 2022, a 2% decrease. The number of total crashes in 2023 (287,953) decreased by 2% compared to the previous year (293,341).

- Pedestrian-involved crashes rose by 11%, with 2,114 crashes in 2023 and 1,897 in 2022.
- Pedestrian fatalities increased by 6%, with 183 deaths in 2023 and 173 in 2022.
- Bicycle-involved crashes increased by 10%, with 1,480 crashes in 2023 and 1,340 in 2022.
- Bicyclist fatalities fell by 33%, with twenty-four deaths in 2023 and 36 in 2022.

“It is encouraging to see a drop in the overall crash numbers yet concerning to note the surge in incidents involving our most vulnerable road users: pedestrians and bicyclists,” said Katie Bower, director of the Michigan Office of Highway Safety Planning (OHSP). “This underscores the urgent need for

heightened awareness to ensure the safety of all roadway users.”

Alcohol-involved fatalities decreased by 8%, falling from 322 deaths in 2022 to 297 in 2023, while drug-involved fatalities increased 3%, from 249 deaths in 2022 to 256 in 2023.

Bower also pointed to the impact of Michigan’s Hands-Free Law, which took effect on June 30, 2023, to address the growing issue of distracted driving. “We are happy to see the positive impact the Hands-Free Law has had—there were 305 fewer distracted-driver-involved crashes in 2023 (15,136) compared to 2022,” Bower said. “But there is still much work to do as we intensify efforts to educate all age groups about the dangers of distracted driving.”

To review the crash data report prepared by the Michigan State Police Criminal Justice Information Center and other related documents, please visit the 2023 crash data page.

Bower said to reduce crashes on roadways we need to change the culture of traffic safety. “Positive change starts with everyone being more engaged and involved to help save lives by reducing the risk of crashes in their communities. We encourage everyone to join the efforts for safer roads! You can help shift the gears of culture toward safer travel, where every journey, whether on foot, on a bike or behind the wheel, is one toward safety and respect for all roadway users.”

Michigan residents can play a crucial role in improving traffic safety by taking proactive steps. There are many ways residents can get involved in addressing traffic safety issues, including: Teen Driving Programs: Encourage participation in teen-driving programs offered at Michigan schools, which often include driver’s education courses, simulated driving experiences, and awareness campaigns on the dangers of distracted or impaired driving. Examples would be the “Strive for a Safer Drive” teen safe-driving initiative in high schools (www.michigan.gov/S4SD), as well as Ford Driving Skills for Life clinics (www.drivingskillsforlife.com). 4-H Projects: Get involved in 4-H projects focused on traffic safety, which may include educational workshops; community projects, such as roadside cleanups; or initiatives to promote safe-driving behaviors among peers.



NOTICE

July 5, 2024

Dear Village Resident:

In an effort to upgrade the Riverside Bridge (Riverside Dr. just east of Evergreen Rd.) the Village of Beverly Hills is repairing the bridge deck, sidewalks and barrier walls. Construction is scheduled to start on **July 15, 2024**. The scope of the project includes:

- Removal and replacement of portions of the Riverside bridge deck.
- Sidewalk and bridge railing & repairs.
- Repairs to the bridge barrier concrete inlaid sandstone façade.
- Installation of water proofing deck sealer.

To complete this work, the Riverside Bridge will be CLOSED during construction. The duration of the closure is expected to be up to 8 weeks. Procedures are in place to minimize the duration of the road closure and detours will be in place to route traffic along Lincoln St. and Beverly Dr. Local traffic will be maintained.

Every effort will be made to minimize the inconvenience to area residents. We will update you as the work progresses. Should you have any questions, please notify the Consulting Engineers listed below. Thank you.

Consulting Engineers

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48303
Senior Associate
Bradley Shepler (248) 454-6356
bshepler@hrcengr.com

Village of Beverly Hills

18500 W. 13 Mile Road
Beverly Hills, MI 48025
Neil Johnston (248) 646-6404

Contractor

RAM Construction Services
of Michigan, Inc
Daniel Canedo
(734) 564-3305
Project Manager/Estimator
dcanedo@ramservices.com



* WB TRAFFIC TO USE BEVERLY RD
(CONSTRUCTION ON WB LINCOLN)

LEGEND

- DETOUR ROUTE
- ⏏ BARRICADE



FOOD TRUCK MONDAYS

EVERY MONDAY, JULY 8 – AUGUST 5

4:30 – 7:30 PM

BEVERLY PARK



18801 Beverly Road, Beverly Hills, MI

Scan to view
the trucks
and menus!





Java & Jazz



**THIRD SUNDAY
OF THE MONTH
9:00am - Noon**

**Beverly Park
Pavilion**



 Parks & Recreation 

Thanks to our 2024 sponsors!



NANCY COLLIAS
R E A L E S T A T E

Road Report

A publication of the Road Commission for Oakland County for public officials serving Oakland County www.rcocweb.org

RCOC partners with U of M, GM on signal-timing program

The Road Commission for Oakland County (RCOC) has partnered with the University of Michigan Center for Connected and Automated Transportation (CCAT) and General Motors to document the benefits of a revolutionary way of retiming traffic signals using connected-vehicle technology.

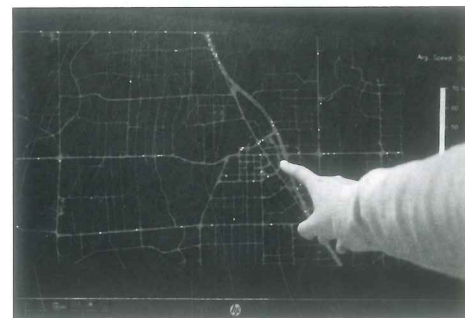
Most motorists do not understand the complexity of developing signal timings. Good signal timing, however, can improve traffic flow, traffic safety and the environment, while poorly timed signals can contribute to traffic congestion, make intersections less safe and cause increased air pollution.

Traffic-signal timing refers to the amount of green and red signal time assigned to each direction of traffic at an intersection. Historically, setting or updating traffic-signal timing was a costly and labor-intensive process, which is why so many road agencies or municipalities do

not frequently update the timing on their fixed-time traffic signals.

Traditionally, this process involved road agencies sending personnel to intersections to manually count the number of vehicles traveling in each direction for a five-hour period (including parts of the morning and evening rush hours and mid-day peak time). In addition to being both a costly, labor-intensive process, it is also subject to unreliability (if the observer looked away for a moment, lost track of his/her count or momentarily lost focus, the data could be at least somewhat inaccurate). Additionally, the five hours of data must be extrapolated to apply to 24 hours a day/seven days a week.

This study demonstrated, for the first time, that there is a better, less expensive, less time-consuming and more accurate means of collecting more reliable traffic data upon which to base signal timings. And not only is the data more accurate and less



A close up of the computer screen showing the signals in Birmingham.

costly to collect, the fact that it is potentially accessible at any time is also significant.

Because of the labor involved and the cost of the traditional method of collecting traffic data (data collection alone represents more than 50 percent of the cost of traditional signal retiming), many communities and road agencies seldom update

CONT'D ON PAGE 4 — SEE *SMART*

Road Commission staff respond to mystery spill

In the early morning hours of Tuesday, May 7, the Road Commission for Oakland County (RCOC) learned from the West Bloomfield Twp. Police Department that someone had, apparently intentionally, poured what appeared to be cooking oil up and down several streets in the township. RCOC environmentalists and road-maintenance staff then spent the better part of the day monitoring and cleaning up the bizarre situation.

The West Bloomfield Police Department noted that neighbors in the area, near the intersection of Middlebelt and Square Lake roads, reported seeing a box truck driving down streets in the neighborhood with a person pouring the oil out of the back of the truck, coating several streets.



RCOC employees clean up the oil dumped on the roads near the Square Lake/Middlebelt intersection in West Bloomfield Township.

Early that morning the material was tested by a Birmingham Fire Department hazardous materials team, which determined it was not hazardous and did not seem to be motor oil. RCOC then responded with staff to spread an entire pallet of "oil dry" (described as being similar to kitty litter) on the roads to absorb as much

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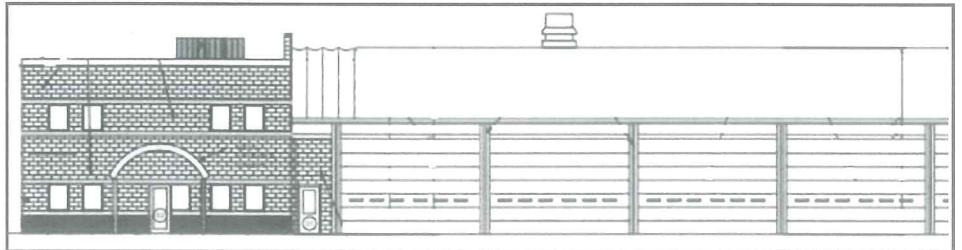
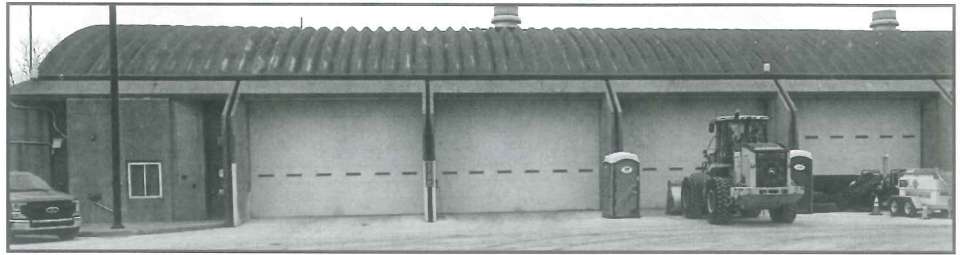
Road Commission's Troy garage getting a facelift

It all started with a plumbing problem. A bad plumbing problem.

But, when all is done, the Road Commission for Oakland County (RCOC) District 4T Highway Maintenance garage in Troy will have a new office/locker and lunchroom portion of its building.

The plumbing problem was a burst eight-inch water main under the foundation of the building located on Stevenson Highway. The garage serves as the headquarters for the Highway Maintenance Department's District 4T, which provides maintenance services for RCOC and MDOT roads in Troy, Clawson, Royal Oak, Madison Heights, Hazel Park, Ferndale, Oak Park, Royal Oak Twp., Huntington Woods, Berkley, Pleasant Ridge and parts of Birmingham, Rochester and Rochester Hills.

The water main break rendered the building's offices, lunchroom, bathrooms and locker rooms unusable. With the addition of portable offices and restrooms, the garage staff have been able to continue working out of the facility. However, it quickly became evident that the damage caused by the break, which included damaging the building's plumbing fixtures and cracking its foundation,



The current building, top, and an architect's rendering of the reconstructed building.

necessitated some serious construction.

And, since the old building, designed in the 1960s, did not meet current accessibility standards, it was determined it was a good time to address both issues. With input from consulting engineering company Hubbel Roth and Clark (HRC), it was determined the best way to do this, was to tear down and replace the damaged office/lockers/lunchroom portion of the building and replace it.

The next major step in the process will be the demolition of the current two-story office/lockers/lunchroom portion of the building. Once that is complete construction of the new building will follow.

The RCOC Central Operations Department (COD) is overseeing the project. COD Director Mary Gillis noted the goal is for the new portion of the building to be completed by the end of this year.

RCOC supports state's proposed study of fuel-tax alternative to fund roads

The Road Commission for Oakland County (RCOC) applauds the state Legislature's recent discussion of a plan to set aside \$5 million in the coming year's state budget to study the possibility of replacing the traditional fuel taxes with a mileage-based road-usage fee.

Michigan's gas and diesel taxes are the

SPILL — CONT'D FROM FRONT of the oil as possible.

RCOC environmentalists also made sure that the material was not seeping into ditches or other bodies of water in the area. They also confirmed, based on the hazmat team analysis, that the material did not appear to be dangerous, and any material not absorbed would break down naturally in the ground. Further review was being handled by the state Department of the Environment, Great Lakes and Energy (EGLE)

The West Bloomfield Police Department investigation continues.

second largest sources of road funding in the state, behind vehicle-registration fees.

"The fuel taxes — gas and diesel — are generating less and less revenue each year," RCOC Managing Director Dennis Kolar explained. "Thanks to federal Corporate Average Fuel Economy, or CAFÉ, standards, cars are continuing to become more fuel efficient, meaning they are driving further on each gallon of fuel, and, therefore, paying less in fuel taxes."

Kolar also pointed out that electric vehicles pay no fuel taxes, but weigh more than traditional internal-combustion engine cars. "Yes, electric vehicles pay slightly more in vehicle-registration fees, but that does not make up for the lost fuel tax revenues. And because they weigh more, they are likely doing more damage to the roads," he said.

"The bottom line is that we need to find a more reliable funding source for our roads," Kolar said. A number of other states have been studying other options for years,



and the item included in this year's proposed state budget would allow Michigan to begin the lengthy process of moving toward a more reliable way of paying for its roads.

While it is not yet clear what Michigan's study might suggest, most other states are looking into some form of millage-based user fees (MBUF), in which drivers pay a set rate for each mile they drive. Part of what is being studied in other states is how the state would gather information about how many miles drivers rack up.

"If we, as a state, don't begin to move in this direction soon," Kolar noted, "we are going to experience a very serious road-funding crisis."

It is expected that the \$5 million allocation will be included in the final 2025 state budget, though the budget process continues in Lansing.

RCOC increases revenue by \$5.2 million by purchasing federal funds

The Road Commission for Oakland County (RCOC) has always tried to stretch its funding as far as possible. But since 2017, it's taken advantage of a new way of stretching those dollars even further, generating an additional \$5 million for the agency.

The new way of stretching funding is the process of purchasing federal road funds from other county road agencies in Michigan, for a discount. In fact, RCOC Managing Director Dennis Kolar was part of the team that convinced the state to allow county road agencies to purchase federal funds from each other.

Starting in 2017, RCOC has purchased several million dollars' worth of federal road funds each year from other road agencies, initially at the prices of 75 cents per dollar of federal funding and then, later, at the rate of 80 cents per dollar of federal funds.

Why would a county road agency want to sell its federal funds at less than their full face value? Because the federal funds come with a lot of strings attached, and smaller road agencies do not typically have the in-house staff to complete all the work necessary to utilize the federal funds.

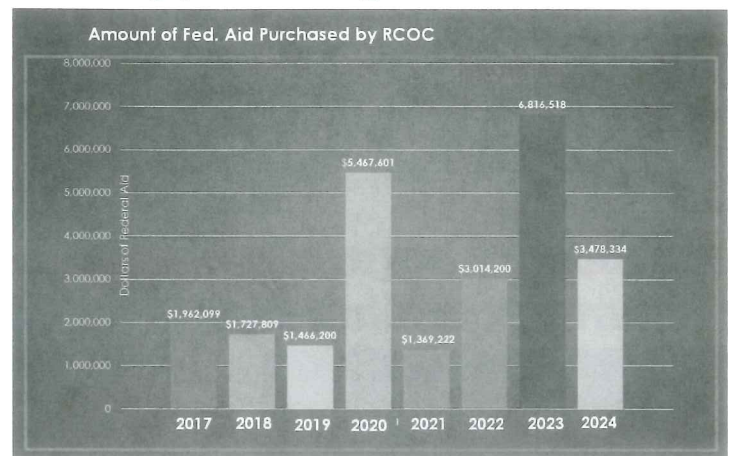
That means those smaller agencies often have to hire outside firms to complete some of the steps required to use the federal funds, meaning it actually costs them money to use the dollars. However, they can use the money they receive from

selling the federal funds without having to jump through most of the hoops required with federal funds, meaning they apply more of the dollars directly to road projects, allowing them to do more work with each dollar of non-federal funds than with federal funds.

RCOC, which maintains the largest county road system in the state, is used to complying with federal requirements – and has in-house staff who are well versed in the federal requirements. That means RCOC can use the federal funds without the additional costs that some smaller agencies incur when using federal dollars.

"This is truly a win-win situation," RCOC Managing Director Dennis Kolar explained. "We get a great return on our investment (at 80 cents on the dollar), while the smaller road agencies are able to avoid the costly federal requirements. We both benefit."

Since the program was started in 2017, RCOC has purchased more federal fund-



This chart shows the amount of federal road funds RCOC has purchased from other road agencies each year since the program started in 2017.

ing than any other road agency in the state. Between 2017 and 2024, RCOC purchased \$25.2 million worth of federal road funding at a price of \$20 million. That means RCOC has seen a net gain of \$5.2 million, all of which has gone directly into additional road projects that otherwise would not have been possible.

Kolar noted that because the program allows RCOC to stretch its existing funding, he intends to continue aggressively purchasing federal dollars whenever possible. "The bottom line is we have completed several significant projects that would not have been possible otherwise," he explained.

Preservation Overlay and Spot Resurfacing programs continue to be cost-effective ways to improve RCOC roads

The Road Commission for Oakland County (RCOC) continues to invest in two road-improvement programs that have proven very cost effective: the Preservation Overlay and Spot Resurfacing programs.

The Preservation Overlay Program involves simple resurfacing of roads in moderately good shape, thus prolonging their useful life and providing a smooth surface. The program involves minimal base repairs and "milling" (grinding off) of small sections of bad pavement before applying two inches of new asphalt.

The program cost averages just under \$300,000 per mile. It extends the life of the road by five to 10 years. The program will be implemented on about 46 miles of RCOC roads this year at a cost of \$12 million.

Last year, RCOC completed about 40 miles of Preservation Overlay projects at



a cost of about \$11.4 million.

The Spot Resurfacing Program is similar, but involves the simple resurfacing of smaller segments, typically between about 500 feet and several thousand feet, allowing RCOC to place a new surface on bad sections of otherwise decent roads.

This year's Spot Resurfacing Program covers about five locations across the county at a cost of approximately \$1.2 million.

"These two programs provide a very

cost-effective way to address some of our roads that are starting to deteriorate, and catch them before they become much worse," explained RCOC Managing Director Dennis Kolar. "If we let the roads deteriorate to the point where we need to do a major resurfacing project, the cost would be substantially higher."

Kolar noted another benefit of these projects is they are completed fairly quickly. "Typically, for both Preservation Overlay and Spot Resurfacing projects, we are in and out in a couple of weeks, and we typically don't close the road. Usually, the contractor will close one lane at a time and direct traffic with flaggers."

For a complete list of this year's Preservation Overlay and Spot Resurfacing projects, visit the "Road Projects" section of RCOC's website, www.rcocweb.org.

ROAD COMMISSION

for OAKLAND COUNTY

31001 Lahser Road
Beverly Hills, MI 48025

SMART — CONT'D FROM FRONT
their traffic signal timings. Because traffic patterns can change frequently, this is an inefficient process.

Working together, CCAT and RCOC, with the assistance of General Motors, conducted an 18-month pilot study to test the potential to use connected-vehicle insights as an alternative method to gather the data needed to retime traffic signals. The study, conducted in Birmingham, resulted in a 20 to 30 percent reduction in the number of vehicle stops at the signalized intersections where changes were made.

This was the first-ever large-scale, cloud-based traffic-signal-retiming effort. The study demonstrated that there is a tremendous opportunity for communities and road agencies to recalibrate traffic patterns, thus reducing congestion, improving safety and reducing vehicle emissions, much more quickly and at much lower costs than traditional traffic-signal-retiming practices.

The effort involved using data collected from General Motors vehicles equipped with the requisite technology, which make up approximately 10 percent of the vehicles on the road. The U of M system takes data from the GM vehicles and extrapo-

lates larger traffic patterns that can then be used to determine the most effective timing for the traffic signals.

The potential demonstrated by this study could prove beneficial for the governmental agencies in charge of traffic signals all across the country and, in fact, all around the planet.

RCOC Deputy Managing Director and County Highway Engineer Gary Piotrowicz, who has a background in traffic-signal-system management, notes that data collection has always been the Achilles' heel of the traffic-signal timing world. "This study demonstrates that U of M's system, combined with data from connected vehicles, such as that provided by GM in this case, solves the age-old data collection problem."

In fact, Piotrowicz predicts this process will eventually be the norm for traffic-signal timing around the world. In that sense, the process demonstrated in this study is nothing short of revolutionary.

The study was funded by the United States Department of Transportation Strengthening Mobility and Revolutionizing Transportation (SMART) Planning and Prototyping Grant and General Motors.

RCOC website has a wealth of info: rcocweb.org

Need info about a road project? Or looking for the Road Commission for Oakland County (RCOC) gravel-road chloriding schedule?

Then head to the RCOC website — or suggest your constituents check there for a wealth of road-related information. The

website, www.rcocweb.org, provides project info, a way to share concerns with RCOC, a traffic map that shows real-time congestion levels and much more.

RCOC info is also accessible from the RCOC app — available for free at all the usual app stores.

Contacting RCOC

If your constituents need information about a road project or want to report a pothole, traffic-signal concern or other road issue, they should call RCOC's Department of Customer Services toll free at:

(877) 858-4804

OR

Fill out a report via the RCOC Web site:
www.rcocweb.org

ROAD REPORT

Road Report is published quarterly by the Road Commission for Oakland County. Have a question or comment about **Road Report**? Call Senior Communications Manager Craig Bryson at (248) 645-2000, ext. 2202.

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