



PARKS & RECREATION BOARD MEETING
THURSDAY, FEBRUARY 19, 2026 at 7:00 PM
COUNCIL CHAMBERS
18500 W. 13 MILE ROAD
BEVERLY HILLS, MI 48025

AGENDA

- 1. Call to Order**
- 2. Amendments to the Agenda/Approve Agenda**
- 3. Public Comments**
- 4. Approve minutes of a Joint Village Council and Parks & Recreation Board meeting held January 15, 2026**
 - A. Minutes of a Joint Village Council and Parks & Recreation Board Meeting held January 15, 2026
- 5. Consent Agenda**
- 6. Business Agenda**
 - A. Review and consider request to waive pavilion rental fee for the annual 5th SOS 5k Event
 - B. Review and consider a request to waive the pavilion rental fee for the annual ITP-Pump it up for Platelet Walk
 - C. Review and consider a request to waive the pavilion rental fee for the Berkshire Proud Dad Club's Chili Cook-off
 - D. Review and consider a request to waive the pavilion rental fee for the Beverly Hills Little League Opening Day Celebration
 - E. Review and consider the SmithGroup's Wendbrook Master Plan proposal
 - F. Approve Ryan Bills Trio as Artist for Java & Jazz Series
 - G. Assign a Communications Chair
- 7. Discussion**
 - A. Concert in the Park
 - B. Memorial Day Parade & Carnival

8. **Public Comments**
9. **Administration Comments**
10. **Liaison Comments**
11. **Board Comments**
12. **Adjournment**

Persons with disabilities who need assistance to participate in this meeting should contact the Clerk's office at 248-646-6404 three days in advance to request mobility, visual, hearing other assistance.

Present: Chairperson Goodrich; Vice Chairperson Ross; Secretary Bresnahan; and Members Bayless, Borgon, Hausman, Kreit, O’Gorman and Ruprich

President George, President Pro Tem Drummond, Members: Abboud, Hrydziusko, Mercer and O’Gorman

Absent: Kecskemeti,

Also Present: Village Manager, Rothe
Village Clerk, Brown

Chairperson Goodrich called the regular Parks & Recreation meeting to order at 7:02 p.m. at the Beverly Park Pavilion located at 18801 Beverly Road, Beverly Hills, MI 48025.

AMENDMENTS TO THE AGENDA/ APPROVE AGENDA

Motion by Hausman, second by Ross, to add Mobile Recreation Units for the Memorial Day Carnival to the Business Agenda and to approve the agenda as amended.

Motion passed.

PUBLIC COMMENTS

Tom Maxwell, Lauderdale, requested an update on the Beverly Green improvements and Beverly Park playground equipment, clarification on the reporting structure and funding source of the proposed Parks & Recreation Coordinator position. Maxwell also commented that the Parks & Recreation Board meetings should be recorded or broadcast to improve transparency for residents.

APPROVE MINUTES OF A REGULAR PARKS & RECREATION BOARD MEETING HELD NOVEMBER 20, 2025

Motion by Ruprich, second by Borgon, to move the Board Comment “*and inquired whether the Village can get bonds for park projects*” from under Hausman to Bresnahan and to approve the minutes of the regular Parks & Recreation Board meeting held November 20, 2025 as amended.

Motion passed.

MOBILE RECREATION UNITS FOR THE MEMORIAL DAY CARNIVAL

The Board reviewed Oakland County’s rental mobile unit options for the Memorial Day Carnival. The Board decided to move forward with a climbing wall and two mobile units consisting of inflatable bouncer, slide and obstacle course.

PHASES FOR WENDBROOK

Parks & Recreation Board, Village Council and Rothe discussed initial planning steps for Wendbrook Park including project phasing, professional consulting support, community engagement, safety considerations, and integration into the Village’s Five-Year Parks Plan to ensure future grant eligibility.

UPDATE 5-YEAR PLAN

The Board discussed updating the Five Year Plan to include Wendbrook Park and the benefits of hiring professional consultants. Ross will contact SmithGroup, a firm that the Board has successfully worked with in the past.

PARKS & RECREATION COORDINATOR

Bayless gave an overview of the potential creation of a position, Parks & Recreation Coordinator, to support growing park operations, projects, and programming. The Board, Rothe and Council discussed operational factors such as long-term funding for the position, full time vs part time, and work load and responsibilities.

REVIEW & UPDATE PARKS GOALS

The Board reviewed progress on 2025 goals and discussed updates for 2026. The Board, Rothe and Council discussed a lantern walk, chalk fest, yoga in the park, facility updates, increasing community engagement through public input and improving communication and marketing.

PLAYGROUND INSTALL UPDATE

Rothe gave an overview of the delayed Beverly Park playground project. The Board, Council and Rothe discussed timelines, costs, grant requirements and the Village's options moving forward. The Board supported moving forward with rebidding the installation.

PUBLIC COMMENTS

Dale Young, Riverside, expressed concern about Riverside Park spending until the lily pad and dam issues are fixed and the Village-owned boarded up house. Young cited that the boarded-up house is a poor gateway to the community and urged more urgency and a clear plan to address the property.

David Tobaben, Orchard Way Court, noted strong event attendance at the ballpark and urged prioritizing ballpark and playground improvements.

ADMINISTRATION COMMENTS

Brown informed the Board that residents can rent the pavilion starting on Wednesday, February 3rd and she will be out for the February Parks & Recreation Board meeting.

COUNCIL COMMENTS

O’Gorman inquired about the playground equipment at Beverly Park and expressed appreciation to the Board and welcomed new Board members. O’Gorman stated that Wendbrook is a long-term project similar to Beverly Park’s gradual development and the house at Wendbrook is an asset to the residents.

Hrydziuszko expressed appreciation for the Parks & Recreation Board and shared enthusiasm for future programming and making this the year the Beverly Park playground project is completed.

George noted that the Village remains a top destination for families and thanked the Board for their continued hard work and programming. George expressed excitement for future Wendbrook Park development planning, and continued planning for projects like the ballfields at Beverly Park.

Drummond thanked the Board for their time, effort and volunteer work supporting events throughout the year and expressed appreciation for the Board’s positive impact on the community.

Abboud wished everyone a Happy New Year and thanked the Board for their service and continued progress. Abboud commented on speaking to the Cable Board on the Boards behalf.

Mercer thanked the Board for their exceptional time, effort, and dedication. Mercer expressed appreciation for the Boards’ long-standing commitment and passion for serving the community.

BOARD COMMENTS

Ruprich expressed appreciation for the Council’s support regarding the playground project and for supporting the community’s hopes and wishes.

Bayless thanked Council and Village Manager for their support and engagement. Bayless emphasized the importance of community outreach and recommended developing a strategic plan to improve communication and resident participation.

Hausman thanked Council and Warren for their support in advancing the playground project and expressed excitement for its completion. Hausman informed everyone that the QR codes for the Wayne State Sculpture Project portals is in the process of being corrected and submissions for Sculptures in the Parks are due on February 15th.

Bresnahan thanked the Council for their continued support and expressed enthusiasm for future projects.

Borgon thanked Council for their support. Borgon stated on her reappointment application, in 2023 to the Parks & Recreation Board, that she wanted to see the Beverly Park playground completed and with her appointment up in June, the timeline is becoming tight.

Kreit introduced herself and shared her background and thanked the Board for their support.

O’Gorman asked did Birmingham own the LED screen they use for their movie events and would it be feasible to purchase a LED screen with a neighboring community or get a grant from BACB.

Ross thanked Council and the Board members for their participation. Ross noted that it had been a great year and expressed looking forward to another year of positive work.

Goodrich thanked the attendees and noted that this was his 10th joint meeting with Council. Goodrich noted some items the Board will address this year including communication/marketing strategies, pavilion fees, and solar installation at the park. Goodrich discussed the possibility of having the Winter Family Fun Day pop up on Saturday or Sunday.

ADJOURNMENT



Agenda Item Summary

To: Parks & Recreation Board
From: Carissa Brown, Village Clerk

Re: ***Business Agenda - A. Review and consider request to waive pavilion rental fee for the annual 5th SOS 5k Event***

Date: February 19, 2026 - [Click to View Agenda](#)

Summary:

Administration received a request from Schools Offer Support (SOS) to host a 5K Run and Walk at Beverly Park and on Village streets on Sunday, September 27, 2026 from 7:00 a.m. to 11:00 a.m. to benefit the Birmingham Public Schools community. They have also requested to use the pavilion during this time and asked that the pavilion rental fees be waived. The Parks & Recreation Board and Council have approved requests from this group in the past and last year's event was a success. There are not any Village sponsored events scheduled at Beverly Park on this date. The waiver request form is attached to this memo for consideration.

Recommendation:

The Beverly Hills Parks & Recreation Board recommends that Village Council approve the request from Schools Offer Support to hold a 5K Run/1 Mile race on Sunday, September 27, 2026 from 7:00 a.m. to 11:00 a.m. This event will begin and end at the Beverly Park pavilion and they will utilize Village streets and sidewalks for the run. It is recommended that fees for use of the pavilion be waived for this event provided that a \$250 refundable damage deposit and Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.

Attachments:

1. SOS waiver



Beverly Park Pavilion Rental Fee Waiver Request Form

Organization Schools offer Support Contact Name Sarah Muzzin

Address ^{*} 2436 W. Lincoln

City, State, Zip Birmingham, MI 48009

Phone Number [redacted] Email Address [redacted]

Select one:

Non-Profit Public School Other SOS is a nonprofit tied to BPS.

Tax ID Number 46-2589389

Date of Event 9/27/20

Time of event ^{*} 7:00 a.m./p.m. to 11:00 a.m./p.m.

* Actual 5K & 1 mile will start & conclude by 10. These times include setup + cleanup.

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

Number of attendees 150 (maximum 150)

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

This race is the largest fundraiser for SOS. It is critical in allowing us to fulfill the mission of SOS, which is to support members of the Birmingham Public Schools Community. Please see attached & also www.schoolsoffer support.org

Is your event open to the public? Yes No

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

* Any event correspondence can be mailed to the contact's home:





MISSION STATEMENT

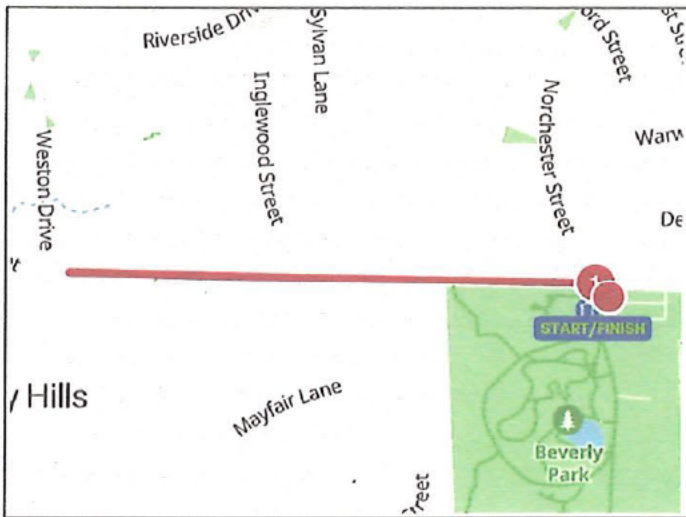
Schools Offer Support (SOS) serves members of our Birmingham Public Schools community through outreach efforts, financial support, and volunteer activities. SOS is committed to helping those in need and teaching students that community matters.

From: [REDACTED]
Subject: Map

Date: Jan 6, 2026 at 11:46:43 AM

To: [REDACTED]

Strides For SOS 1 Mile Route



Strides For SOS 5K Route



CERTIFICATE OF INSURANCE

PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	

INSURED Birmingham Public Schools 31301 Evergreen Rd Beverly Hills, MI 48025-3800	A MASB-SEG Property/Casualty Pool, Inc.
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC 0000114 32	1/26/2024	7/1/2024	BI & PD COMBINED OCCURRENCE \$1,000,000 BI & PD COMBINED AGGREGATE \$3,000,000 PERSONAL INJURY OCCURRENCE \$1,000,000 PERSONAL INJURY AGGREGATE \$3,000,000
A	EXCESS LIABILITY [X] General Liability [X] Automobile Liability [X] Garage Liability	PC 0000114 32	1/26/2024	7/1/2024	OCCURRENCE \$10,000,000 ANNUAL AGGREGATE \$10,000,000

DESCRIPTION The Village of Beverly Hills is hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the Districts participation in the 24-25 Strides for SOS.

CERTIFICATE HOLDER Village of Beverly Hills 18500 W 13 Mile Road BEVERLY HILLS, MI 48025 Additional Insured	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE

Katie Lehman
 Katie Lehman
 PROPERTY/CASUALTY DEPARTMENT

1/26/2024



Agenda Item Summary

To: Parks & Recreation Board
From: Carissa Brown, Village Clerk

Re: ***Business Agenda - B. Review and consider a request to waive the pavilion rental fee for the annual ITP-Pump it up for Platelet Walk***

Date: February 19, 2026 - [Click to View Agenda](#)

Summary:

Administration received a request on behalf of the Platelet Disorder Support Association to hold their annual ITP 5K Walk at Beverly Park on Saturday, October 3, 2026. ITP, or immune thrombocytopenia, is a blood disorder that can lead to easy or excessive bruising and bleeding. The bleeding results from unusually low levels of platelets, which are the cells that help blood clot. The Platelet Disorder Support Association is dedicated to enhancing the lives of people with ITP and other platelet disorders through education, advocacy, research, and support. The Parks & Recreation Board and Council have approved a 5K request from this group for the past five years, and it is a successful event, growing each time. The group is requesting to hold their 5K at Beverly Park from 10:30 a.m. to 1:30 p.m. and are requesting that the pavilion rental fees be waived. There are no scheduling conflicts. A copy of the request form is attached for the Board's review and consideration.

Recommendation:

The Parks and Recreation Board recommends that the Village Council approve the request from the Platelet Disorder Support Association to hold the ITP 5K at Beverly Park on Saturday, October 3, 2026 from 10:30 a.m. to 1:30 p.m. and waive the pavilion rental fees during that time provided that a \$250 refundable damage deposit and Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's office prior to the event.

Attachments:

1. ITP waiver



Beverly Park Pavilion Rental Fee

Waiver Request Form

Organization Platelet Support Association ^{Disorder} Contact Name Tracy Parker and Mary Beth Parks
Address 8751 Brecksville Rd #150
City, State, Zip Cleveland, OH 44141

Phone Number [Redacted] Email Address [Redacted]

Select one: Non-Profit Public School Other _____

Tax ID Number 22-3611011

Date of Event Oct. 3, 2006

Time of event 10³⁰ a.m./p.m. to 1³⁰ a.m./p.m.

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m. Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot. \$250.00 damage deposit required.

Number of attendees 50-70 (maximum 150)

Tell us about your event and how it benefits the community:
6th Annual Pump it up for Platelets Fundraising walk. It is to raise money for research for a rare auto immune disease called EPP. For many of the attendees this is the 1st time meeting someone w/ this disease. Awareness & support is crucial.

Is your event open to the public? Yes No

Please attach any supporting documents, such as a 5K route. just walking on path



Agenda Item Summary

To: Parks & Recreation Board
From: Carissa Brown, Village Clerk

Re: ***Business Agenda - C. Review and consider a request to waive the pavilion rental fee for the Berkshire Proud Dad Club's Chili Cook-off***

Date: February 19, 2026 - [Click to View Agenda](#)

Summary:

Administration has received a request from the Berkshire Proud Dads Club to hold a Chili Cook-Off on Saturday, April 25, 2026, from 11:00 a.m. to 4:00 p.m. at the Beverly Park pavilion. The organization is requesting that the pavilion rental fees be waived for this event. There are not any conflicting events scheduled at Beverly Park at this time.

Additionally, the group is requesting that the sales restrictions under Municipal Code Section 28-22 *Amusement for Gain* be waived to allow for the sale of food and drink tickets during the event. The organization also intends to sell beverage (beer) tickets. The sale of alcoholic beverages will require obtaining the appropriate special license from the Michigan Liquor Control Commission prior to the event.

Recommendation:

The Beverly Hills Parks & Recreation Board recommends that Village Council approves the request from Berkshire Proud Dads Club to hold a Chili Cook-Off on Saturday, April 25, 2026 from 11:00 a.m. to 4:00 p.m. It is recommended that fees for use of the pavilion be waived for this event provided that a \$250 refundable damage deposit, a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event and any special license required from the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) is obtained. Furthermore, it is also recommended that Council waive the sales restrictions (Municipal Code Section 28-22 *Amusement for Gain*) for this event.

Attachments:

1. Berkshire PTA Waiver Request_Redacted



Beverly Park Pavilion Rental Fee

Waiver Request Form

Organization Berkshire PTA Contact Name Eli Bayless

Address 30651 Embassy

City, State, Zip Beverly Hills 48025

Phone Number [Redacted] Email Address [Redacted]

Select one:

Non-Profit Public School Other _____

Tax ID Number 51-0145503

Date of Event APRIL 25, 2026

Time of event 11 a.m./p.m. to 4 a.m./p.m.

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m. Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot. \$250.00 damage deposit required.

Number of attendees 150 (maximum 150)

Tell us about your event and how it benefits the community: Event: Chili Cook-off

Berkshire Proud Dads club helps foster a sense of community and raise funds for Berkshire programs through organizing community events

Is your event open to the public? Yes No → Tickets will be sold

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



Agenda Item Summary

To: Parks & Recreation Board

From:

Re: ***Business Agenda - D. Review and consider a request to waive the pavilion rental fee for the Beverly Hills Little League Opening Day Celebration***

Date: February 19, 2026 - [Click to View Agenda](#)

Summary:

Administration received a request from the Beverly Hills Little League (BHLL) to host its annual Opening Day celebration at Beverly Park on Saturday, May 2, 2026 from 12:30 p.m. to 3:30 p.m. They have requested to use the pavilion during this time and asked that the pavilion rental fees be waived. The Board has approved this request in the past. The waiver request form is attached for review and consideration.

Recommendation:

The Beverly Hills Parks & Recreation Board recommends that Village Council approve the request from the Beverly Hills Little League to host the BHLL Opening Day celebration at Beverly Park on Saturday, May 2, 2026 from 12:30 p.m. to 3:30 p.m. It is recommended that fees for use of the pavilion be waived for this event provided that a \$250.00 returnable damage deposit and a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is submitted to the Clerk's Office prior to the event.

Attachments:

1. BHLL Fee Waiver Request_Redacted



Beverly Park Pavilion Rental Fee Waiver Request Form

Organization BEVERLY Hills L.L. Contact Name Liz Rito

Address 22447 N. Nottingham

City, State, Zip BEVERLY Hills MI 48025

Phone Number [REDACTED] Email Address [REDACTED]

Select one:

Non-Profit Public School Other _____

Tax ID Number 23-7043349

Date of Event May 2, 2025

Time of event 12:30 a.m./(p.m) to 2:30 a.m./(p.m)

Reservations are accepted between April 1 and November 30 between the hours of 9:00 a.m. and 9:00 p.m. Please note, reservations cannot be made on major holidays such as Memorial Day, Mother's Day, Father's Day, Independence Day, Labor Day, or during Village sponsored events such as the Halloween Hoot. **\$250.00 damage deposit required.**

Number of attendees 150 (maximum 150)

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

A Free of charge celebration for Little League teams, players, coaches and families. Free hot dogs distributed.

Is your event open to the public? Yes No

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

SMITHGROUP

February 12, 2026
(Revised February 13, 2026)

Mr. Warren Rothe
Village Manager
Village of Beverly Hills
18500 West 13 Mile
Beverly Hills, MI 48025

RE: Wendbrook Park Master Plan

Dear Warren,

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for a new park in the Village of Beverly Hills, which for the purposes of this proposal we will refer to as “Wendbrook Park.” The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

SmithGroup is pleased to continue our relationship with the Village of Beverly Hills based on the success of the Beverly Park 2050 Vision Plan that we developed together in 2024.

The Village of Beverly Hills has acquired an ±8-acre property located at 30815 Wendbrook Lane, just south of 13 Mile Road. The property contains an existing single-story private residence totaling approximately 4,600 square feet. The property was purchased by an adjacent neighbor and subsequently donated to the Village of Beverly Hills.

The Village of Beverly Hills has engaged SmithGroup to develop a Master Plan for the property, including a site and building assessment for the future direction/ development of the property. Below is a summary of the goals, desired outcomes, and considerations to be included into the Master Plan:

- Convert the existing parcel into a park that would then be included with the Village park system.
- Include parking and pedestrian access connecting to a proposed sidewalk system (construction is planned for Spring 2026) adjacent to 13 Mile Road.
- Assist the Village of Beverly Hills in identifying the best programming and space utilization for the river frontage.
- Evaluate the existing house/structure on-site with an emphasis on the overall viability to be adapted to support functions that may serve the parks program
- Develop and evaluate options for renovation and/or demolition of the structure and improvements to the site.
- The Master Plan will show the vision for the park, structure and specific amenities. The Village of Beverly Hills will use the graphic to help obtain grants and pursue other funding opportunities, and to integrate the plan into the forthcoming Village of Beverly Hills Five Year Community Recreation Plan.

SCOPE OF SERVICES

PHASE 1: INFORMATION GATHERING & ANALYSIS

1.1 Assessment & Analysis for Existing House/Structure & Property

To start the planning process for the existing house/structure, SmithGroup will:

- Tour the site and existing house/structure with Beverly Hills staff.

Village of Beverly Hills

Wendbrook Park Master Plan
Beverly Hills, Michigan

SmithGroup
00101509

SMITHGROUP

- Develop a building assessment, with an emphasis on adaptability, including:
 - Evaluate overall accessibility and likely modifications that may be required to meet current: Michigan Building Code (and potential Residential and Rehabilitation code requirements. (MBC) and the Americans with Disabilities Act (ADA).
 - Interview Beverly Hills staff to understand potential programmatic goals, needs and future growth potential of a new or renovated building.
 - Develop a summary of conversion criteria, based on the condition of the existing house/structure (as can be determined by a visual survey) and potential cost, to guide the decision-making process.

In conjunction with the building evaluation, SmithGroup will:

- Tour the property with Beverly Hills staff.
- Develop a site assessment to:
 - Collect mapping information specific to the project site and documentation of exiting utilities, easements, topography and vegetation, condition of existing waterway and historical information of the property (through historical imagery) and GIS information as available from the Village of Beverly Hills.
 - Review the conditions of the site, ADA compliance, walkways, driveways, stormwater management, and photograph site conditions.
 - Interview Beverly Hills staff to understand their vision of the new park, maintenance strategies and practices, and intended park programming.
 - Prepare a site base map suitable for use in the next phase of work that will be used as the basis for the Master Plan alternatives. The site base map will be a scaled aerial photograph including an assessment of the existing house/structure, general soils demarcation, adjacent land use and development patterns, vehicular and pedestrian access, site utility information, topography (if available), and other available related information.
 - Review the current Village of Beverly Hills Five Year Community Recreation Plan to determine any programming needs that could be added to this future park.

1.2 Beverly Hills Parks and Recreation Board Engagement

SmithGroup will conduct a virtual meeting with the Beverly Hills Parks and Recreation Board (Board) to review project requirements, schedule, and work scope to collaboratively refine the existing building/structure and new building/structure criteria which will be used to guide the determination of the preferred direction regarding the building.

SmithGroup will also discuss the site opportunities and restrictions documented during the previous task.

We will discuss broader community recreational goals and needs, as well as specific desired programmatic activities and priorities for the new park.

Phase 1 Deliverables:

- Existing House/Structure Building Assessment
- Site Base Map
- Property Site Assessment

PHASE 2: CONCEPT PLANNING

2.1 Building Program and Site Development Concepts

Based on the programmatic goals and conversation with the Board, SmithGroup will assess the space requirements for the existing home to be redeveloped into a needed facility within the park. We will

Village of Beverly Hills

Wendbrook Park Master Plan
Beverly Hills, Michigan

SmithGroup
00101509

SMITHGROUP

mockup two (2) to three (3) building program concepts (in a floor plan view) to evaluate the viability of the desired use program, with an emphasis on the ability to fit within the floor plan of the existing house/structure, economically accommodate accessibility for non-ambulatory users and determine at a conceptual design level the modifications required to meet anticipated needs and regulatory requirements.

SmithGroup will prepare two (2) to three (3) site development concepts in a loose graphic style. The site development concepts will explore alternative recreation elements, pathways and boardwalks, vehicular access, and parking. One of the site development concepts will consider constructing a new building to house the desired program elements. We will evaluate, at a high level, the cost implications of each alternative to help the Board understand the differences between restoring the home, constructing a new building, or leaving the site without a building. The building program and site development concepts will be electronically submitted to the Board for review and comment. A virtual meeting will then be conducted in advance of the public open house to facilitate discussion and obtain input from the Board. The plans and concepts will be edited as needed based on input from the Board in preparation for the public design workshop.

2.2 Public Design Workshop

A Public Design Workshop will be conducted in the evening with the Board and the community in which the building's program and site development concepts and related findings are presented and discussed.

We will discuss this park's unique value to the community and generate ideas for its goals and needs, including specific desired programmatic activities and implementation goals. We will also explore community priorities, budget, maintenance considerations, and other parameters that should be incorporated into the Master Plan.

The workshop will be structured as an interactive meeting that allows participants to openly comment on the alternative plans presented, offer input on their preferences, and help in the development of new ideas for the Master Plan. The goal will be to gain an understanding of the preferred idea(s) to renovate the existing house/structure or provide a new building/structure for the appropriate program, as well as the preferred idea(s) for site improvements.

We recommend that the workshop be conducted face-to-face and online, simultaneously, to reach as many community members as possible.

2.3 Draft Recommendations

Based on the results of the Public Design Workshop, SmithGroup will prepare a draft Technical Memorandum documenting the results of the site selection process and recommending a preferred direction.

The draft Technical Memorandum will be electronically submitted to the Beverly Hills staff for review and comment. The Technical Memorandum will be accompanied by a single draft Building Program Floor Plan and Site Master Plan, completed in a loose graphic style to quickly illustrate our recommendation for integrating public comments and Board input.

A face-to-face meeting will then be conducted to facilitate discussion and obtain input from the Board and community. The goal of this meeting is to review and comment on the preferred alternative to be further developed in Phase 3. We recommend that the public be invited to this meeting, which could be conducted as part of a regular Board meeting.

SMITHGROUP

Phase 2 Deliverables:

- Two (2) to Three (3) Building Program Mockups
- Two (2) to Three (3) Site Development Concepts
- Technical Memorandum
- Draft Building Program Floor Plan and Site Master Plan

PHASE 3: PREPARING THE MASTER PLAN

3.1 Preferred Concept

Based on the public workshop and guidance from the Board, SmithGroup will prepare documents that reflect the preferred concepts for the Master Plan, including:

- Building Program Floor Plan to reflect the reuse of the existing building or guide the development of a new building.
- Site Master Plan illustrating recreational and functional improvements to the site.

3.2 Opinion of Probable Cost

SmithGroup will develop an “order of magnitude” Opinion of Probable Cost (OPC) for constructing the program elements intended for the park and the building renovation or new building to service the park. The construction costs will reflect 2026 pricing, based on similar park infrastructure projects. The estimate will be based on an average cost per square foot related to the existing construction type, condition, and required updates to ensure accessibility for the building / structure. Allowances will be included to account for general conditions, design, and construction contingencies, but will not factor in estimated escalation for implementation over time.

3.3 Final Products

The products of this task will be issued, in draft form, for review by the Board, and then any final editing completed. An electronic version of the products will be included, suitable for posting on the village web site and to use for potential funding campaigns. We anticipate the following final deliverables:

Phase 3 Deliverables:

- Technical Memorandum, amended to reflect the final Master Plan
- Building Program Floor Plan
- Site Master Plan
- Opinion of Probable Project Costs

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner’s consultants, contractors or other Owner authorized recipients (“Digital Data”), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup’s services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup’s services in the Digital Data, any use shall not relieve the Owner’s consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

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CLIENT RESPONSIBILITIES

The Village of Beverly Hills shall provide the following:

- All topographic and utility information that may be available in Village records.
- A floor plan of the existing home, if available.
- Coordination and logistics for all meetings with the Board and community.
- Prompt and clear guidance on project alternatives, and planning processes.

SCHEDULE

We anticipate that the scope of work outlined above can be completed within 12 to 16 weeks following written authorization to proceed. If any additional services are needed or requested, or if project delays outside of the control of SmithGroup occur, this schedule may need to be adjusted.

COMPENSATION

The Village of Beverly Hills shall compensate SmithGroup for the scope of services outlined above for a fixed lump sum fee of **\$29,500 (twenty-nine thousand five hundred dollars)**, including all reimbursables and expenses.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Village of Beverly Hills's approval of an estimated fee for that effort or, if not agreed otherwise, Village of Beverly Hills shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to Village of Beverly Hills documents which include (i) Village of Beverly Hills internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of Village of Beverly Hills as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). Village of Beverly Hills shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. Village of Beverly Hills agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and

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Wendbrook Park Master Plan
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inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Village of Beverly Hills acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify Village of Beverly Hills and Village of Beverly Hills hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to Village of Beverly Hills, SmithGroup grants Village of Beverly Hills a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with Village of Beverly Hills's internal use of the documents and for no other purpose. Village of Beverly Hills acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to Village of Beverly Hills by SmithGroup in connection with this Agreement is for the sole internal use of Village of Beverly Hills, including all subsidiaries of Village of Beverly Hills, and may not be used or relied upon by any third party; provided that Village of Beverly Hills may incorporate into documents that Village of Beverly Hills intends to disclose externally SmithGroup summaries, calculations or tables based on Village of Beverly Hills information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to Village of Beverly Hills hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Village of Beverly Hills covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Village of Beverly Hills agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Village of Beverly Hills further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Village of Beverly Hills understands that the Files have been prepared to SmithGroup's criteria and may not conform to Village of Beverly Hills's drafting or other documentation standards. Village of Beverly Hills understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Village of Beverly Hills that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Village of Beverly Hills will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Village of Beverly Hills understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Village of Beverly Hills will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Village of Beverly Hills agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Village of Beverly Hills. Under no circumstances shall transfer of Files to Village of Beverly Hills be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

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Beverly Hills, Michigan

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LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, VILLAGE OF BEVERLY HILLS AGREES THAT THE TOTAL AGGREGATE LIABILITY OF SMITHGROUP, INCLUDING ITS AFFILIATES, CONSULTANTS, DIRECTORS, OFFICERS, AND EMPLOYEES, IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

INSURANCE PROGRAM

SmithGroup maintains an industry standard insurance program to help manage risk that contains terms no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 dollars in the aggregate; (b) Commercial Automobile Liability Insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$5,000,000 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance), which policy also includes Cyber Liability Insurance for financial losses arising from destruction or corruption of data, including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures, with minimum limits of US\$5,000,000; (e) Workers Compensation Insurance covering SmithGroup employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial Crime Insurance including coverage for loss or damage resulting from theft committed by SmithGroup employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$1,000,000. Upon request, SmithGroup shall promptly furnish the Client with a certificate evidencing the coverages set forth above.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Village of Beverly Hills acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Village of Beverly Hills acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee

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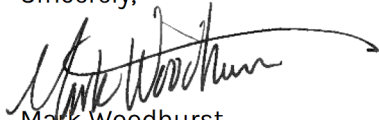
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that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both Parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

Thank you for contacting SmithGroup. We look forward to working with Village of Beverly Hills on this project.

Sincerely,



Mark Woodhurst
Associate | Landscape Architect

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (Signature)

Village of Beverly Hills (Signature)

Robert R. Doyle, Senior Principal | Landscape Architect
(Printed name and title)

(Printed name and title)

Date

Date

Attachment 'A' - Billing Rates-2026

Village of Beverly Hills

Wendbrook Park Master Plan
Beverly Hills, Michigan

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ATTACHMENT A
SMITHGROUP

Billing Rates - 2026

Architect I	\$118	Lab Planner I	\$120
Architect II	\$141	Lab Planner II	\$145
Architect III	\$186	Lab Planner III	\$250
Architect IV	\$236	Lab Planner IV	\$300
Architect V	\$295	Lab Planner V	\$340
Interior Design I	\$112	Medical Planner I	\$120
Interior Design II	\$135	Medical Planner II	\$145
Interior Design III	\$180	Medical Planner III	\$235
Interior Design IV	\$227	Medical Planner IV	\$300
Interior Design V	\$260	Medical Planner V	\$340
Mechanical Engineer I	\$135	Structural Engineer I	\$130
Mechanical Engineer II	\$174	Structural Engineer II	\$176
Mechanical Engineer III	\$202	Structural Engineer III	\$197
Mechanical Engineer IV	\$242	Structural Engineer IV	\$259
Mechanical Engineer V	\$287	Structural Engineer V	\$295
Electrical Engineer I	\$135	Urban Planner I	\$108
Electrical Engineer II	\$157	Urban Planner II	\$141
Electrical Engineer III	\$184	Urban Planner III	\$168
Electrical Engineer IV	\$238	Urban Planner IV	\$195
Electrical Engineer V	\$280	Urban Planner V	\$205
Plumbing Engineer I	\$120	Lighting Designer I	\$135
Plumbing Engineer II	\$155	Lighting Designer II	\$160
Plumbing Engineer III	\$175	Lighting Designer III	\$210
Plumbing Engineer IV	\$200	Lighting Designer IV	\$235
Plumbing Engineer V	\$250	Lighting Designer V	\$280
Fire Protection & Life Safety Engineer I	\$125	Senior Building Performance Analyst	\$245
Fire Protection & Life Safety Engineer II	\$165	Building Performance Analyst	\$195
Fire Protection & Life Safety Engineer III	\$190	Renewable Energy Specialist	\$385
Fire Protection & Life Safety Engineer IV	\$235	Sustainability Specialist	\$155
Fire Protection & Life Safety Engineer V	\$330		
Landscape Architect I	\$108	Project Manager	\$250
Landscape Architect II	\$130	Senior Project Manager	\$290
Landscape Architect III	\$162	Design Principal	\$290
Landscape Architect IV	\$190	Principal in Charge	\$320
Landscape Architect V	\$245	Project Executive	\$360
Civil Engineer I	\$130		
Civil Engineer II	\$157		
Civil Engineer III	\$173		
Civil Engineer IV	\$195		
Civil Engineer V	\$260		

1. The term "Architect" or "Engineer" is used for billing purposes only, to indicate that the individual is in the corresponding Discipline and may or may not be licensed within the project jurisdiction.
2. Rates may be adjusted annually and be effective January 1, of each year.



Agenda Item Summary

To: Parks & Recreation Board
From: Carissa Brown, Village Clerk

Re: *Business Agenda - F. Approve Ryan Bills Trio as Artist for Java & Jazz Series*
Date: February 19, 2026 - [Click to View Agenda](#)

Summary:

On October 21, the Beverly Hills Village Council approved the continuation of the Java and Jazz concert series and authorized the expenditure of funding to support this concert series in accordance with the Village's adopted budget.

In keeping with that authorization, Administration is requesting approval to engage the Ryan Bills Trio to perform at this year's Java and Jazz concerts. The performances will take place every third Sunday of the month from May through September, from 9:00 a.m. to 12:00 noon at the Beverly Park Pavilion, for a total of five concerts.

Financial Impact:

The proposed fee is \$1,000 per concert, for a total cost of \$5,000 for the season. Funding for these performances is available within the approved budget for the Java and Jazz series.

Recommendation:

The Parks and Recreation Board approve the Ryan Bills Trio to perform at the five 2026 Java and Jazz concerts, to be held every third Sunday from May through September, from 9:00 a.m. to 12:00 noon at the Beverly Park Pavilion, at a rate of \$1,000 per concert, for a total cost of \$5,000, with funding allocated in accordance with the Village Council's October 21 authorization and the adopted Village budget.

Attachments:

None