



Regular Village Council Meeting

Tuesday, October 7, 2025 • 7:00 p.m. • Village Council Chambers • www.villagebeverlyhills.com

AGENDA

1. Call to Order/ Roll Call
2. Pledge of Allegiance
3. Amendments to the Agenda/Approve Agenda
4. Community Announcements
5. Public Comments
6. Consent Agenda
 - A. Approve minutes of a regular Council meeting held September 16, 2025
 - B. Review & File Bills recapped as of Monday, October 6, 2025
 - C. Approve Delegates for MERS Annual Conference
 - D. Approve NEXT Annual Renewal Agreement
 - E. Approve Mutual Aid Agreement with SOCPWA
7. Business Agenda
 - A. Consider Special Land Use Request - Detroit Country Day
 - B. Second Reading of the Animal Ordinance
 - C. Village Attorney Search Update
8. Public Comments
9. Manager's Report
10. Council Comments
11. Adjournment

Village of Beverly Hills • 18500 W. 13 Mile Road • Beverly Hills • 48025
All interested persons may attend and participate in person or virtually at:

<https://us02web.zoom.us/j/83046533868>

Meeting ID: 830 4653 3868 • Dial in: 1-646-876-9923

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: President Pro Tem Drummond, Members: Hrydziusko, Kecskemeti, and Mercer

Absent: President George, Abboud, and O’Gorman

Also Present: Village Manager, Rothe
Village Attorney, Ryan
Village Clerk, Brown

ROLL CALL/CALL TO ORDER/ PLEDGE OF ALLEGIANCE

President Pro Tem Drummond called the regular Village Council meeting to order at 7:00 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. Brown called the roll. The Pledge of Allegiance was recited by those in attendance.

Motion by Kecskemeti, second by Hrydziusko, to excuse President George, Abboud and O’Gorman from tonight’s meeting.

Motion passed.

AMENDMENTS TO AGENDA/APPROVE AGENDA

Motion by Mercer, second by Kecskemeti, to move Consent Agenda Item “G” *Adopt 2026 Village Council Meeting Schedule* to Business Agenda item “C:

Motion passed.

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

Motion passed.

COMMUNITY ANNOUNCEMENT

None

PUBLIC COMMENTS ON ITEMS NOT ON PUBLISHED AGENDA

Alan Study, Dunblaine, inquired about the Village’s plan to handle the overpopulation of the deer.

CONSENT AGENDA

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

- A. Approve minutes of a regular Council meeting held September 2, 2025
- B. Approve minutes of closed session Council meeting held September 2, 2025
- C. Review & File Bills recapped as of Monday, September 8, 2025
- D. Proclamation Recognizing Constitution Week
- E. Approve purchase of fire apparatus tires
- F. Award 2026 Calendar Project to Indiana Printing & Publishing Co.
- G. Approve Change to Non-Union Retirement Plan

Roll Call:
Motion passed (4-0)

BUSINESS AGENDA

SPECIAL LAND USE REQUEST- NORTHBROOK PRESBYTERIAN CHURCH

Rothe gave an overview of the special land use request from Northbrook Presbyterian Church, located at 22055 W. 14 Mile Road.

Todd Dolan, Head of Buildings & Grounds for Northbrook Presbyterian Church, stated that the purpose of the larger structure is to house the church van and store equipment, tables and chairs. Dolan thanked Director Stec for her professionalism and assistance.

Motion by Mercer, second by Kecskemeti, be it resolved, that Village Council approves the special land use request by Northbrook Presbyterian Church (22055 W. 14 Mile Road, PC Case 25-08-01) with the condition that any concerns by the Fire Marshal, Building, and Engineering reviews are addressed.

Roll Call:
Motion passes (4-0)

FIRST READING OF THE ANIMAL ORDINANCE

Ryan gave the first reading of two versions of Ordinance 392 and provided an in-depth overview of both proposed versions. Council and Administration discussed key updates in the proposed ordinance which includes revised definitions for animals, expanded regulations for dogs and cats and new provisions for chickens and beekeeping. Council and Administration discussed inspection and enforcement authority, barking dog regulations and pending animal ordinance revisions at Southfield Township which may impact licensing and enforcement coordination.

Council and Administration also discussed minimum lot size for keeping chickens, inspection frequency, GAMPS, and commerce and sale of eggs.

The following residents spoke on the matter:

Peggy Brady, Pebblestone, opposed backyard chickens, citing costs, health risks, and said the decision should go to voters.

Allie Schultz, Dunblaine, urged the Council to reduce or remove the lot size restriction for keeping chickens, calling it unfair and overly strict.

Dale Young, Riverside, is opposed to allowing chickens and raised concerns about removed sections in the latest ordinance draft related to permits and sanitation standards.

Todd Shafer, Sunset, spoke on the time sensitivity of the moratorium and urged more focus on articles 1 & 2, clarity on setbacks, permits, and legal language. Shafer is in favor of the issue going to a ballot vote.

Linda Remington, Lincolnshire East, is opposed to allowing chickens and cited enforcement confusion, concern over rodents, and requested vote by residents.

Megan Lyle, Pickwick, does not support chickens due to health, rodent concerns, and impact on property values.

Tammy Wilms, Waltham, is opposed to chickens citing rodent, enforcement, and cost concerns. Wilms is in favor of the issue going to ballot and urged council to respond publicly.

Karen Lily, East Valley Woods Drive, is opposed to chickens and supports putting the issue on the ballot.

Alan Study, Dunblaine, is not in favor of chickens citing, rodent and property value concerns. Study urged Council to represent public opinion.

ADOPT 2026 VILLAGE COUNCIL MEETING SCHEDULE

2026 Regular Village Council Meeting Schedule

All meetings begin at 7:00 p.m. in the Village Council Chamber
18500 W. 13 Mile Road, Beverly Hills, MI 48025

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

2026 Joint Meeting Schedule

Thursday, January 15, 7:00 p.m. – Joint Council and Parks & Recreation Board Meeting

Wednesday, January 28, 7:00 p.m. – Joint Council and Planning Commission Meeting

**November 3, 2026 is Election Day.*

Recommendation

Be it resolved, the Beverly Hills Village Council hereby adopts the meeting schedule for calendar year 2026 as listed above.

Council discussed the meeting start time for the 2026 schedule. Council considered whether to maintain the current start time of 7:00 p.m. or to move it back to 7:30 p.m.

The following resident spoke on the matter:

Peggy Brady, Pebblestone, spoke on inconsistent meeting times being posted in the calendar and advocated for keeping the 7:00 p.m. start time.

Motion by Mercer, second by Kecskemeti, be it resolved, the Beverly Hills Village Council hereby adopts the meeting schedule for calendar year 2026 as listed above.

Roll Call:

Motion passed (4-0)

PUBLIC COMMENTS

none

MANAGER’S REPORT

Rothe went over the Manager’s report as provided in the regular Village Council meeting packet.

COUNCIL COMMENTS

Mercer attended the Next Golf Outing Fundraiser with Abboud and shared his positive experience, praising its organization and noting the funds raised for a good cause. Mercer expressed his appreciation for the Public Safety presence at the meeting and clarified his stance on fences and on the proposed ordinances.

Kecskemeti commended the East Beverly sidewalk construction and restoration, noting it was better than recent utility work. Kecskemeti raised concerns about construction overlapping with the start of school, asking for better timing in the future. Kecskemeti also commended Mr. Drummond for running the meeting.

Hrydziuszko reminded everyone about the upcoming Parks & Recreation meeting at Beverly Park Pavilion and highlighted the recent Slow Roll Stroll bike tour, encouraging residents to explore the new DIA and sculpture installations. Hrydziuszko suggested considering satellite programming for “Next” senior services at Wendbrook Park to better serve residents in more distant areas of the Village. Hrydziuszko addressed Council’s role in policymaking and requested renewed discussion on deer management following actions by nearby cities.

Drummond noted the continued popularity of the sculpture and art installations in the park and praised the Parks & Recreation Board for their work. Drummond reiterated his support for putting the chicken issue on the ballot and remarked on the increased use of the new sidewalks, suggesting the improvements have encouraged more pedestrian activity.

ADJOURNMENT

Motion by Kecskemeti, second by Hrydziuszko, to adjourn the meeting at 8:43 p.m.

Motion passed.

Andrew Drummond
President Pro Tem

Carissa Brown
Village Clerk



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 08/08/2025 THROUGH 08/08/2025.

ACCOUNT TOTALS:

101	GENERAL FUND	\$11,743.55
202	MAJOR ROAD FUND	\$0.00
203	LOCAL STREET FUND	\$0.00
205	PUBLIC SAFETY DEPARTMENT FUND	\$0.00
208	PARK IMPROVEMENT FUND	\$0.00
226	RUBBISH COLLECTION	\$0.00
271	LIBRARY FUND	\$0.00
401	CAPITAL PROJECTS FUND	\$0.00
592	WATER/SEWER OPERATION FUND	\$0.00
701	TRUST & AGENCY FUND	\$0.00
730	RETIREE HEALTH CARE FUND	\$0.00
	TOTAL	<u>\$11,743.55</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$11,743.55</u>
	GRAND TOTAL	<u>\$11,743.55</u>

09/23/2025 09:22 AM
User: ADAM
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 08/08/2025 - 08/08/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
08/08/2025	COM	1 (E)	51385	DTE ENERGY	11,743.55
COM TOTALS:					
Total of 1 Checks:					11,743.55
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					11,743.55



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 09/08/2025 THROUGH 09/22/2025.

ACCOUNT TOTALS:

101	GENERAL FUND	\$81,094.69
202	MAJOR ROAD FUND	\$3,266.62
203	LOCAL STREET FUND	\$266,018.03
205	PUBLIC SAFETY DEPARTMENT FUND	\$99,497.81
208	PARK IMPROVEMENT FUND	\$44.00
226	RUBBISH COLLECTION	\$36,580.51
271	LIBRARY FUND	\$112.56
401	CAPITAL PROJECTS FUND	\$77,913.96
592	WATER/SEWER OPERATION FUND	\$91,708.38
701	TRUST & AGENCY FUND	\$93.75
730	RETIREE HEALTH CARE FUND	\$0.00
	TOTAL	<u>\$656,330.31</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$656,330.31</u>
	GRAND TOTAL	<u><u>\$656,330.31</u></u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
09/22/2025	COM	90937	60785	21ST CENTURY MEDIA - MICHIGAN	569.00
09/22/2025	COM	90938	53536	AERO FILTER, INC.	195.00
09/22/2025	COM	90939	60217	AMAZON CAPITAL SERVICES	234.21
09/22/2025	COM	90940	38831	AMERICAN FLAG & BANNER CO	438.50
09/22/2025	COM	90941	61291	ANDREW NEMES	250.00
09/22/2025	COM	90942	61101	APRIL HORNYAK	250.00
09/22/2025	COM	90943	61297	ARTESIA MCNEAL WASHINGTON	265.00
09/22/2025	COM	90944	60809	BARBARA SPENCER	250.00
09/22/2025	COM	90945	51409	BEVERLY HILLS ACE	65.79
09/22/2025	COM	90946	02400	BEVERLY HILLS WATER DPT	5,082.83
09/22/2025	COM	90947	59512	BEVERLY WOOD	250.00
09/22/2025	COM	90948	60486	BIRMINGHAM BLOOMFIELD	1,800.00
09/22/2025	COM	90949	30898	BIRMINGHAM YOUTH ASSISTANCE	13,000.00
09/22/2025	COM	90950	30861	BLUE CARE NETWORK	59,089.40
09/22/2025	COM	90951	59366	BLUE-WATER SOLUTIONS	6,589.92
09/22/2025	COM	90952	50489	BOB ADAMS TOWING	185.00
09/22/2025	COM	90953	59779	CANFIELD EQUIPMENT SERVICE INC	1,785.00
09/22/2025	COM	90954	60887	CHRISTOPHER MAKRIS	250.00
09/22/2025	COM	90955	61292	CHYRISHA RUCKER	250.00
09/22/2025	COM	90956	59347	CINTAS CORPORATION #31	539.89
09/22/2025	COM	90957	31925	COALITION OF PUBLIC SAFETY	20,250.70
09/22/2025	COM	90958	61141	COMCAST	213.80
09/22/2025	COM	90959	04500	COMEAU EQUIPMENT CO INC.	25,624.11
09/22/2025	COM	90960	04500	COMEAU EQUIPMENT CO INC.	12,288.16
09/22/2025	COM	90961	50826	CONSUMERS ENERGY	628.78
09/22/2025	COM	90962	59589	CORE & MAIN	787.40
09/22/2025	COM	90963	61300	CORELOGIC CENTRALIZED REFUNDS	9,329.83
09/22/2025	COM	90964	61298	CRAIG WOLOWIEC	250.00
09/22/2025	COM	90965	60765	CUMMINS SALES AND SERVICE	3,619.20
09/22/2025	COM	90966	61021	DAVEY RESOURCE GROUP, INC.	2,500.00
09/22/2025	COM	90967	60132	DONALD CORWIN	250.00
09/22/2025	COM	90968	60372	EAGLE LANDSCAPING & SUPPLY	1,165.00
09/22/2025	COM	90969	31830	ENTERPRISE COMPUTER	699.00
09/22/2025	COM	90970	61277	ENTERPRISE FM TRUST	72.00
09/22/2025	COM	90971	59470	FOREMAN CONSTRUCTION	10,080.00
09/22/2025	COM	90972	61290	GLOCK PROFESSIONAL, INC.	300.00
09/22/2025	COM	90973	31202	HOME DEPOT CREDIT SERVICES	757.94
09/22/2025	COM	90974	59010	HUNT SIGN COMPANY	410.50
09/22/2025	COM	90975	60750	HURON VALLEY GUNS	45.99
09/22/2025	COM	90976	39070	J.H. HART URBAN FORESTRY	10,446.26
09/22/2025	COM	90977	61274	KALI AIELLO	124.00
09/22/2025	COM	90978	60465	KATHLEEN MURAWSKI	250.00
09/22/2025	COM	90979	09300	KELLER THOMA	687.50
09/22/2025	COM	90980	61302	LERETA, LLC	7,447.39
09/22/2025	COM	90981	51792	LEXISNEXIS RISK SOLUTIONS	200.00
09/22/2025	COM	90982	59116	MARGARET A.S. BEKE	93.75
09/22/2025	COM	90983	61294	MATHEW PAYNE	250.00
09/22/2025	COM	90984	61157	MATHEW PRANGE	1,400.00
09/22/2025	COM	90985	52030	MICHIGAN GRAPHICS & AWARDS	170.00
09/22/2025	COM	90986	60556	MICHIGAN LABOR LAW POSTER SERVICE	116.07
09/22/2025	COM	90987	59330	MIKE SAVOIE CHEVROLET	108.40
09/22/2025	COM	90988	61301	NATIONSTAR MORTGAGE LLC	3,299.26
09/22/2025	COM	90989	51799	NYE UNIFORM EAST	1,688.35
09/22/2025	COM	90990	51751	O.C.W.R.C.	78,282.00
09/22/2025	COM	90991	13600	OAKLAND COUNTY TREASURER	1,962.85
09/22/2025	COM	90992	61295	PAULA SULLIVAN	250.00
09/22/2025	COM	90993	60713	PITNEY BOWES BANK PURCHASE POWER	135.66
09/22/2025	COM	90994	30035	PLANTE & MORAN, PLLC	2,535.00
09/22/2025	COM	90995	60877	PRECISION CONCRETE, INC.	235,110.31
09/22/2025	COM	90996	59534	REVIZE LLC	1,850.00
09/22/2025	COM	90997	16100	ROAD COMMISSION FOR OAKLAND	270.28
09/22/2025	COM	90998	16500	S.O.C.R.R.A	36,411.00
09/22/2025	COM	90999	61293	SHELLY HANDREN	250.00
09/22/2025	COM	91000	60926	STAPLES	799.45
09/22/2025	COM	91001	60293	STATE OF MICHIGAN	77,913.96
09/22/2025	COM	91002	61299	STEPHANIE JONES	250.00
09/22/2025	COM	91003	38875	SUBURBAN CALCIUM CHLORIDE	1,500.00
09/22/2025	COM	91004	17700	SUNSET MAINTENANCE SERVICE	2,800.00
09/22/2025	COM	91005	61128	TERMINIX EHRlich	73.91
09/22/2025	COM	91006	31043	THOMAS J RYAN PC.	3,000.00
09/22/2025	COM	91007	61035	UNIVERSAL AMBULANCE SERVICE	156.00
09/22/2025	COM	91008	53564	WEX BANK	5,315.00
09/22/2025	COM	91009	60744	WILLIAM JENKINS	250.00
09/22/2025	COM	91010	53572	WOW! BUSINESS	321.96

COM TOTALS:

Total of 74 Checks:
Less 0 Void Checks:

656,330.31
0.00

09/23/2025 09:12 AM
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DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 09/22/2025 - 09/22/2025

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Total of 74 Disbursements:					656,330.31



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 09/24/2025 THROUGH 09/25/2025.

ACCOUNT TOTALS:

101	GENERAL FUND	\$20,044.93
202	MAJOR ROAD FUND	\$0.00
203	LOCAL STREET FUND	\$0.00
205	PUBLIC SAFETY DEPARTMENT FUND	\$0.00
208	PARK IMPROVEMENT FUND	\$0.00
226	RUBBISH COLLECTION	\$0.00
271	LIBRARY FUND	\$0.00
401	CAPITAL PROJECTS FUND	\$0.00
592	WATER/SEWER OPERATION FUND	\$61,523.00
701	TRUST & AGENCY FUND	\$0.00
730	RETIREE HEATLTH CARE FUND	\$0.00
	TOTAL	<u>\$81,567.93</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$81,567.93</u>
	GRAND TOTAL	<u><u>\$81,567.93</u></u>

10/03/2025 08:27 AM
User: ADAM
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 09/24/2025 - 09/25/2025

Page: 1/1

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09/24/2025	COM	91011	60152	D'ANGELO BROTHERS	61,523.00
09/25/2025	COM	91012	61277	ENTERPRISE FM TRUST	20,044.93

COM TOTALS:

Total of 2 Checks:	81,567.93
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	81,567.93



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 09/22/2025 THROUGH 10/06/2025.

ACCOUNT TOTALS:

101	GENERAL FUND	\$70,695.33
202	MAJOR ROAD FUND	\$3,614.59
203	LOCAL STREET FUND	\$335,642.26
205	PUBLIC SAFETY DEPARTMENT FUND	\$112,568.01
208	PARK IMPROVEMENT FUND	\$0.00
226	RUBBISH COLLECTION	\$4,843.55
271	LIBRARY FUND	\$0.00
401	CAPITAL PROJECTS FUND	\$67,212.71
592	WATER/SEWER OPERATION FUND	\$273,791.59
701	TRUST & AGENCY FUND	\$227.82
730	RETIREE HEALTH CARE FUND	\$0.00
	TOTAL	<u>\$868,595.86</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$868,595.86</u>
	GRAND TOTAL	<u><u>\$868,595.86</u></u>

Check Date	Bank	Check	Vendor	Vendor Name	Amount	
Bank COM COMERICA						
10/06/2025	COM	91013	58731	ADVANCED SECURITY & FIRE	96.00	V
10/06/2025	COM	91014	60217	AMAZON CAPITAL SERVICES	1,077.34	V
10/06/2025	COM	91015	31164	APOLLO FIRE APPARATUS	1,059.47	V
10/06/2025	COM	91016	58659	APPLIED CONCEPTS, INC.	4,715.00	V
10/06/2025	COM	91017	51409	BEVERLY HILLS ACE	46.10	V
10/06/2025	COM	91018	52071	BLUE CROSS BLUE SHIELD	42,557.94	V
10/06/2025	COM	91019	49980	C&G PUBLISHING	340.20	V
10/06/2025	COM	91020	59779	CANFIELD EQUIPMENT SERVICE INC	13,469.49	V
10/06/2025	COM	91021	58597	CATHY WHITE	227.82	V
10/06/2025	COM	91022	61307	CHRIS MAKRIS	250.00	V
10/06/2025	COM	91023	61305	CHRISTINE MARIE JENISSE	250.00	V
10/06/2025	COM	91024	60614	CINDI DINKINS	1,050.00	V
10/06/2025	COM	91025	59347	CINTAS CORPORATION #31	91.51	V
10/06/2025	COM	91026	30909	CMP DISTRIBUTORS	11,921.60	V
10/06/2025	COM	91027	61141	COMCAST	70.41	V
10/06/2025	COM	91028	04500	COMEAU EQUIPMENT CO INC.	39,276.58	V
10/06/2025	COM	91029	61131	CONTRACTORS CLOTHING	120.00	V
10/06/2025	COM	91030	60053	DINGES FIRE COMPANY	677.50	V
10/06/2025	COM	91031	60372	EAGLE LANDSCAPING & SUPPLY	921.00	V
10/06/2025	COM	91032	31830	ENTERPRISE COMPUTER	4,233.00	V
10/06/2025	COM	91033	30685	ERIC KOENIG	1,050.00	V
10/06/2025	COM	91034	59813	FIRE DEFENSE EQUIPMENT CO.	73.33	V
10/06/2025	COM	91035	60901	FUTURE REPRODUCTIONS	1,050.00	V
10/06/2025	COM	91036	61315	G & A MITCHELL	18.00	V
10/06/2025	COM	91037	61290	GLOCK PROFESSIONAL, INC.	300.00	V
10/06/2025	COM	91038	53489	GREAT AMERICA FINANCIAL SVCS.	600.00	V
10/06/2025	COM	91039	60206	GREAT LAKES WATER AUTHORITY	1,093.36	V
10/06/2025	COM	91040	49646	GUNNERS METERS & PARTS INC.	104.00	
10/06/2025	COM	91041	61309	HEATHER LAMONT-CHESNUTT	250.00	
10/06/2025	COM	91042	32578	HOWARD SHOCK	1,050.00	
10/06/2025	COM	91043	08500	HUBBELL ROTH & CLARK INC	31,598.53	
10/06/2025	COM	91044	08500	HUBBELL ROTH & CLARK INC	100,005.08	
10/06/2025	COM	91045	60750	HURON VALLEY GUNS	440.49	
10/06/2025	COM	91046	60902	HUTCH PAVING	120,395.48	
10/06/2025	COM	91047	61320	INSTALL PARTNERS LLC	204.00	
10/06/2025	COM	91048	39070	J.H. HART URBAN FORESTRY	11,764.59	
10/06/2025	COM	91049	61306	JEANETTA KONSTANTAKOPOULOS	250.00	
10/06/2025	COM	91050	61303	JIM THOMAS	250.00	
10/06/2025	COM	91051	30521	JOHN MILLIRON	1,050.00	
10/06/2025	COM	91052	59582	JOHNSON THERMOL-TEMP INC.	437.50	
10/06/2025	COM	91053	61006	JOSEPH ORLANDO	4,750.00	
10/06/2025	COM	91054	59928	LAURA BERKAW	250.00	
10/06/2025	COM	91055	61310	LAUREEN BERTI	250.00	
10/06/2025	COM	91056	60835	LENA BASATA	250.00	
10/06/2025	COM	91057	61321	LUIGI FERDINANDI & SON CEMENT	42,867.04	
10/06/2025	COM	91058	61157	MATTHEW PRANGE	1,400.00	
10/06/2025	COM	91059	60774	METRO DETROIT INTEGRATED SYSTEMS	1,135.63	
10/06/2025	COM	91060	31794	MICHAEL MILES	1,050.00	
10/06/2025	COM	91061	52030	MICHIGAN GRAPHICS & AWARDS	44.00	
10/06/2025	COM	91062	51408	MICRO CENTER A/R	79.98	
10/06/2025	COM	91063	59330	MIKE SAVOIE CHEVROLET	3,790.82	
10/06/2025	COM	91064	61304	NATIYA SHELTON	250.00	
10/06/2025	COM	91065	51799	NYE UNIFORM EAST	6,945.20	
10/06/2025	COM	91066	50830	OAKLAND COUNTY TREASURER'S	236,528.58	
10/06/2025	COM	91067	61311	PATRICIA DENISEN	250.00	
10/06/2025	COM	91068	60713	PITNEY BOWES BANK PURCHASE POWER	1,969.94	
10/06/2025	COM	91069	60877	PRECISION CONCRETE, INC.	123,844.94	
10/06/2025	COM	91070	61319	PRINT MASTERS	350.00	
10/06/2025	COM	91071	61317	REA & SON CEMENT	2,000.00	
10/06/2025	COM	91072	61097	REGINA FLOWERS	250.00	
10/06/2025	COM	91073	60367	REGIONAL ALLIANCE FOR FIREFIGHTER	1,400.00	
10/06/2025	COM	91074	16500	S.O.C.R.R.A	715.30	
10/06/2025	COM	91075	60926	STAPLES	363.70	
10/06/2025	COM	91076	61299	STEPHANIE JONES	45.00	
10/06/2025	COM	91077	61313	STEWART BUILDING COMPANY LLC	6,250.00	
10/06/2025	COM	91078	61318	SUZANNE OR CHRISTOPHER LEONARD	27.39	
10/06/2025	COM	91079	61128	TERMINIX EHRLICH	56.18	
10/06/2025	COM	91080	61312	THE ESTATE OF PAUL CHICKENSKY	33,477.30	
10/06/2025	COM	91081	50767	VERIZON WIRELESS	2,003.10	
10/06/2025	COM	91082	61098	WAYNE COLLINS	250.00	
10/06/2025	COM	91083	61308	WILLIAM CALLAGHAN	250.00	
10/06/2025	COM	91084	53572	WOW! BUSINESS	1,066.44	
10/06/2025	COM	91085	58731	ADVANCED SECURITY & FIRE	96.00	
10/06/2025	COM	91086	60217	AMAZON CAPITAL SERVICES	1,077.34	
10/06/2025	COM	91087	31164	APOLLO FIRE APPARATUS	1,059.47	
10/06/2025	COM	91088	58659	APPLIED CONCEPTS, INC.	4,715.00	
10/06/2025	COM	91089	51409	BEVERLY HILLS ACE	46.10	
10/06/2025	COM	91090	52071	BLUE CROSS BLUE SHIELD	42,557.94	

10/03/2025 02:51 PM
User: ADAM
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 10/06/2025 - 10/06/2025

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/06/2025	COM	91091	49980	C&G PUBLISHING	340.20
10/06/2025	COM	91092	59779	CANFIELD EQUIPMENT SERVICE INC	13,469.49
10/06/2025	COM	91093	58597	CATHY WHITE	227.82
10/06/2025	COM	91094	61307	CHRIS MAKRIS	250.00
10/06/2025	COM	91095	61305	CHRISTINE MARIE JENISSE	250.00
10/06/2025	COM	91096	60614	CINDI DINKINS	1,050.00
10/06/2025	COM	91097	59347	CINTAS CORPORATION #31	91.51
10/06/2025	COM	91098	30909	CMP DISTRIBUTORS	11,921.60
10/06/2025	COM	91099	61141	COMCAST	70.41
10/06/2025	COM	91100	04500	COMEAU EQUIPMENT CO INC.	39,276.58
10/06/2025	COM	91101	61131	CONTRACTORS CLOTHING	120.00
10/06/2025	COM	91102	60053	DINGES FIRE COMPANY	677.50
10/06/2025	COM	91103	60372	EAGLE LANDSCAPING & SUPPLY	921.00
10/06/2025	COM	91104	31830	ENTERPRISE COMPUTER	4,233.00
10/06/2025	COM	91105	30685	ERIC KOENIG	1,050.00
10/06/2025	COM	91106	59813	FIRE DEFENSE EQUIPMENT CO.	73.33
10/06/2025	COM	91107	60901	FUTURE REPRODUCTIONS	1,050.00
10/06/2025	COM	91108	61315	G & A MITCHELL	18.00
10/06/2025	COM	91109	61290	GLOCK PROFESSIONAL, INC.	300.00
10/06/2025	COM	91110	53489	GREAT AMERICA FINANCIAL SVCS.	600.00
10/06/2025	COM	91111	60206	GREAT LAKES WATER AUTHORITY	1,093.36

COM TOTALS:

Total of 99 Checks:	995,231.51
Less 27 Void Checks:	126,635.65
Total of 72 Disbursements:	868,595.86



Agenda Item Summary

To: Village Council
From: Carissa Brown, Village Clerk

Re: *Consent Agenda - C. Appoint Delegates for MERS Annual Conference*
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

The Michigan Employees Retirement System (MERS) will hold its annual conference and business meeting in Traverse City on October 15-17, 2025. The Village has traditionally sent two delegates to the conference, an employee representative elected by the Village's employees to represent their interests at the conference and a management delegate to represent management's interests at the conference.

This year the employees eligible to vote have selected Mark Evans as their primary delegate and Tanner Lawson as the alternate. Treasurer Linkswiler will be the management primary delegate and Matt Kulesza will serve as an alternate.

MERS requires the Village's delegates to be appointed by the Village Council. Therefore, the Village Council is asked to formally designate these individuals to represent the employees and Village at the annual conference.

Financial Impact:

Funds for travel are available in the Fiscal Year 2026 budget.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby appoints Peggy Linkswiler as the officer delegate and Mark Evans as the employee delegate to represent the Village of Beverly Hills at the MERS Annual Business Meeting. Furthermore, the Council appoints Matt Kulesza as the alternate officer delegate and Tanner Lawson as the alternate employee delegate, should an appointed delegate be unable to attend.

Attachments:

None



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager

Re: ***Consent Agenda - D. Approve NEXT Annual Renewal Agreement***
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

Attached is the annual agreement with NEXT for senior services for Beverly Hills residents. This agreement requires an annual approval of the Village Council. The annual cost is \$51,712. Attorney Ryan has reviewed and approved this agreement as to content.

Financial Impact:

Fund	Account #	Budget	Request	Remaining Budget	Within Budget
General	101-693-891.00	\$51,712	\$51,712	\$0	Yes

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council approves the agreement between the Village and NEXT and authorizes the Village Manager to sign the agreement on behalf of the Village.

Attachments:

1. NEXT 2025 Request Letter
2. NEXT Contract FY 2026



Your Place to Stay Active & Connected

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

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

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

September 22, 2025

Dear Mr. Rothe,

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

Not only is Next working to adequately serve the diverse needs of our communities right now, we are also planning how to best serve our residents in the coming years. Currently, Next serves over 2,300 members with a wide variety of opportunities for socialization, enrichment, and life-long learning, as well as health and wellness presentations, fitness classes and creative arts.

We also serve several hundred additional non-member residents through our Support Service Department where we provide Meals on Wheels, SMART transportation, offer home and yard maintenance, and provide referrals and information that allow Beverly Hills seniors to remain safely in their homes.

As Next continues to care for our older residents, we know the demand for critical resources will continue to grow and costs will continue to rise. Forecasting for the new year, we would like to respectfully ask the Village of Beverly Hills to maintain its current level of financial support of \$51,712. With this support, we will be better positioned to meet the increasing needs of Beverly residents with uninterrupted services and stimulating programs while ensuring accessibility to all that want to participate.

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

Thank you for your consideration,

Cris Braun



**VILLAGE OF BEVERLY HILLS
CONTRACT FOR SENIOR SERVICES
NEXT**

This **SENIOR SERVICES AGREEMENT** (“Agreement”) is made and entered into this ____ day of October, 2025 by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan village corporation of the County of Oakland, State of Michigan, 18500 W. 13 Mile Road, Beverly Hills, Michigan 48025 (hereinafter “the Village”) and **NEXT**, a Michigan nonprofit corporation, 2121 Midvale, Birmingham, Michigan 48009.

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

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

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

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

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

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

- l. Enrichment classes
 - m. Sports and fitness programs
 - n. Social activities
 - o. Travel opportunities
 - p. Recreational and wellness programs
2. For such services and programs, the Village agrees to pay the sum of \$51,712.00 Dollars to Next for the July 1, 2025 to June 30, 2026 Fiscal Year.
 3. Next will furnish the Village, and the members of the Village's Council, with copies of its Annual Report.
 4. This Agreement shall automatically renew each Fiscal Year, with the amount of the annual contract by the Village to be determined each year by the Village of Beverly Hills Council, unless either party notifies the other in writing at least 60 days prior to the anniversary date that it desires to modify or terminate this Agreement.
 5. This Agreement sets forth the entire understanding between the Village and Next, and cannot be changed except by a writing signed by both the Village and Next. This Agreement shall inure to the benefit of and shall be binding upon, the parties hereto and their respective successors and permitted assigns. Next may not assign this Agreement without the Village's prior written consent. This Agreement shall be governed by and construed under the laws of the State of Michigan. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected thereby.

VILLAGE OF BEVERLY HILLS

By: _____
Warren Rothe

Its: Village Manager

NEXT

By: _____
Cris Braun

Its: Executive Director



Agenda Item Summary

To: Village Council
From: Neil Johnston, Public Services Director

Re: ***Consent Agenda - E. Approve Mutual Aid Agreement with SOCPWA***
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

The Village of Beverly Hills has been a long-time member of the Southeastern Oakland County Public Works Association (SOCPWA), a group of public works professionals in the area who meet monthly to collaborate and exchange ideas. The Village has been unable to be part of its Mutual Aid Authority in the past, now that our Public Services Department is in-house, we can participate in this beneficial portion of SOCPWA. Attorney Ryan has reviewed and approved this agreement as to content.

The SOCPWA Mutual Aid Authority allows the village to provide and request assistance from its neighboring communities in the event of an emergency or other unforeseen occurrence. This cooperation maintains goodwill and professional relationships with our surrounding communities, and further enables us and our counterparts to provide vital public services on a regional level. SOCPWA recently updated this agreement to eliminate obsolete language related to seated committees, as well as membership requirements, such as providing an inventory list of available equipment and materials annually. These changes primarily relate to advances in technology and communications.

Financial Impact:

A SOCPWA membership is \$10.00 and is an annual budgeted expense.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council approves the Agreement with the Southeastern County Public Works Association Mutual Aid Authority and authorizes the Village President and Clerk to sign on behalf of the Village.

Attachments:

1. SOCPWA Mutual Aid Agreement

JOINT AND COOPERATIVE AGREEMENT FOR USE OF PERSONNEL AND EQUIPMENT DURING EMERGENCIES

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. *Party* means a governmental unit which is a party to this Agreement.
2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. *Requesting party* means a party which requests assistance from other parties.
4. *Responding party* means a party which provides assistance to a requesting party.
5. *Assistance* includes personnel, materials and equipment.
6. *Requesting official* means the person who has been designated by the requesting party to request assistance from other parties.
7. *Responding official* means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. *Authority Secretary* means the secretary of the Public Works Mutual Aid Authority.

10. *Public Works Mutual Aid Authority* means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.
2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

IV. PROCEDURE

1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.
4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.

6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.
7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.
8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.
9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.
10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.
11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on

behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from _____, 2025 through _____, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

XIX. EFFECTIVE DATE

This Agreement shall become effective on _____, 20_____.
IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the City/Township of _____, MICHIGAN on the _____ day of _____, 20_____.

WITNESS: _____
By: _____
Chief Elected Official

WITNESS: _____
By: _____
Clerk

Date: _____

SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION

WITNESS: _____
By: _____

Date: _____

**CONSTITUTION AND BY-LAWS
OF THE
SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION'S
PUBLIC WORKS MUTUAL AID AUTHORITY**

ARTICLE I

Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

ARTICLE II

Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of June 12, 2025:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	City of Farmington	Farmington Hills	Ferndale
Hazel Park	Huntington Woods	Lathrup Village	Madison Heights
Novi	Oak Park	Orchard Lake Village	Pleasant Ridge
Rochester	Rochester Hills	Royal Oak	Southfield
SOCRRA	SOCWA	Village of Franklin	

ARTICLE III

Dues

Section I: Each member shall pay an annual membership fee of \$10.00 per year, which shall be due and payable on January 31 of each year.

ARTICLE IV

Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

ARTICLE V

Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

ARTICLE VI

Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

ARTICLE VII Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

ARTICLE VIII Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.



Agenda Item Summary

To: Village Council
From: Susie Stec, Planning & Economic Development Director
Re: ***Business Agenda - A. Consider Special Land Use Request - Detroit Country Day***
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

On June 25, 2025, the Planning Commission held a public hearing and considered special land use and site plan approval for the installation of playground equipment at Detroit Country Day Middle School. Private schools and their related accessory uses and structures, including athletic and recreational facilities, are listed as special land uses in the R-1 District per [Section 46-269 \(c\)](#). The Ordinance also states that each use or structure is subject to a separate special use review. During the public hearing on June 25th, no members of the public wished to comment on the project, nor were written comments submitted for consideration. The Planning Commission unanimously approved the site plan with the condition that as-built plans are provided which reflect existing conditions on the school's campus including accurate depiction of the fire lane and baseball field. The Planning Commission also unanimously recommended approval of the Special Land Use request to Village Council.

When this was presented to Village Council on July 1st for special land use approval, there was a concern related to the lack of approved engineering plans and the applicant's desire to wrap the stormwater engineering for the play structure into future projects. In the subsequent months, the Administration worked with the applicant to ensure the plans under consideration both meet the stormwater engineering standards detailed in [Chapter 16, Article III](#), and is a standalone project.

Attached are the approved engineering plans, engineering review memo, and resolution. A complete set of plans which was previously presented to Village Council may be found [here](#).

Financial Impact:

N/A

Recommendation:

Consider adopting the proposed resolution granting a special land use permit to Detroit Country Day for a new playground structure.

Attachments:

1. Country Day Review Letter for Council
2. 2025 10 03 DCDS SPU Permit Resolution
3. Exhibit A- 25-09-23 - DCD Playground - City Review Set



October 2, 2025

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

Attn: Ms. Susan Stec

Re: 22400 Hillview Lane
Detroit Country Day School
Playground Special Land Use
Review #2

HRC Job No. 20250455

Dear Ms. Stec:

On behalf of the Village of Beverly Hills, Hubbell, Roth & Clark, Inc. (HRC) has reviewed propose site plan for the above referenced project, as prepared by Spalding DeDecker dated September 23, 2025 and received by HRC on September 24, 2025 for conformance with Village Standards.

It is our opinion that the plans submitted are in general compliance with the engineering related Village Standards for Site Plan Approval.

From an engineering perspective, our office does not take issue with the proposed construction plan. Our office recommends Construction Plan approval for the subject property when the applicant provides a reviewed Stormwater Management Operations and Maintenance Agreement. Prior to construction, the applicant shall hold a pre-construction meeting with all parties involved. The applicant shall notify the Village of Beverly Hills at least one week before the start of construction to schedule construction observation. At completion of construction and prior to final acceptance, a complete as-built plan must be submitted to the Village for review and approval. An as-built checklist has been attached to this letter.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Manager

pc: Beverly Hills; N. Johnston
HRC; D. Mitchell, B. Shepler; File

VILLAGE OF BEVERLY HILLS
**RESOLUTION APPROVING A SPECIAL LAND USE PERMIT FOR AN ACCESSORY
STRUCTURE AT 22400 HILLVIEW LANE**

WHEREAS, Detroit Country Day School (“**Owner**”) is the recorded owner of that certain parcel of real property commonly known as 22400 Hillview Lane (“**Property**”); and,

WHEREAS, the Property is a private school situated within the R-1 District; and,

WHEREAS, the Owner seeks to construct an accessory structure on the Property; and,

WHEREAS, pursuant to Section 46-269 of the Beverly Hills Zoning Ordinance (“**Zoning Ordinance**”), as amended, an accessory structure for a private school is permitted only upon the issuance of a special land use permit in accordance with Section 46-188 of the Zoning Ordinance and approval of a site plan in accordance with Section 46-187 of the Zoning Ordinance; and,

WHEREAS, the Owner filed an application (“**Application**”) with the Village for a special land use permit to allow the construction of an accessory structure on the property (“**Special Land Use Permit**”); and,

WHEREAS, pursuant to notice duly and timely published in the *Birmingham-Bloomfield Eagle* the Planning Commission held a public hearing on June 25, 2025, regarding the proposed special land use and site plan approval request; and,

WHEREAS, on June 25, 2025, the Planning Commission: (1) determined the requirements for the site plan approval were met and granted approval of the site plan pursuant to Section 46-187 of the Zoning Ordinance, (2) determined the requirements for the special land use permit were met, and (3) unanimously voted to recommend to the Village Council approval of the special land use permit based on the testimony and evidence presented; and,

WHEREAS, based on such findings, the Village Council has reviewed and considered the findings and recommendations of the Planning Commission; and,

WHEREAS, the Village Council has determined that it is in the best interest of the Village to grant the Application the request Special Land Use Permit to permit the construction of an accessory structure on the Property.

NOW THEREFORE BE IT RESOLVED,

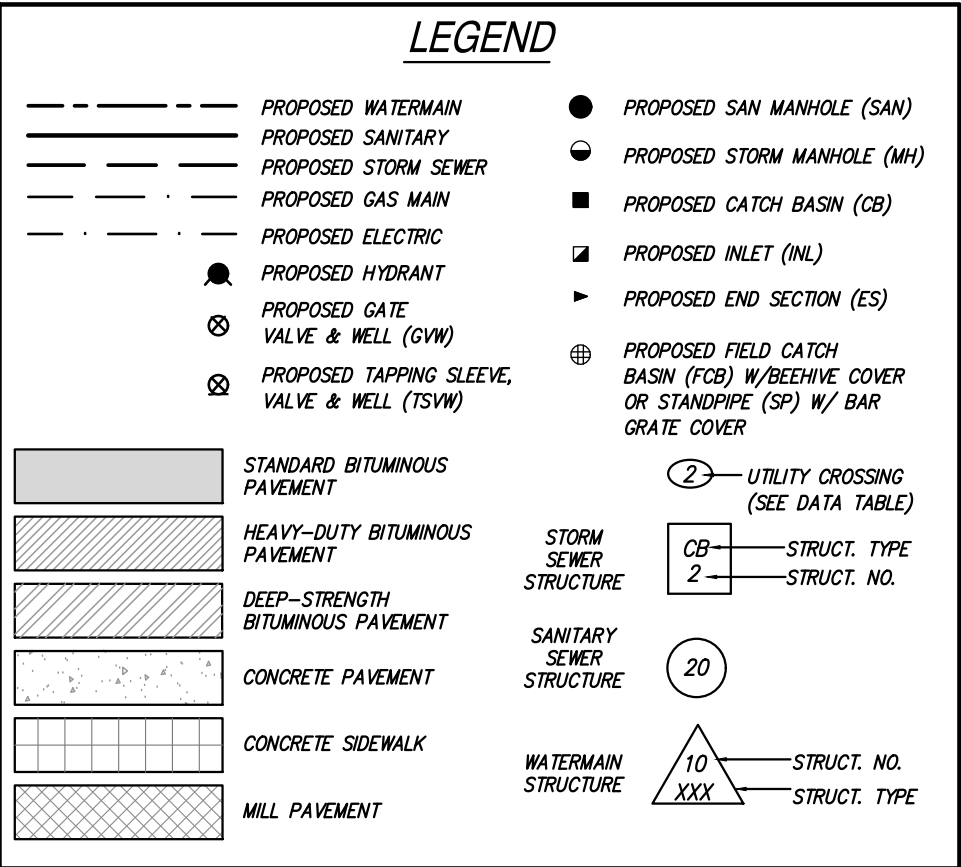
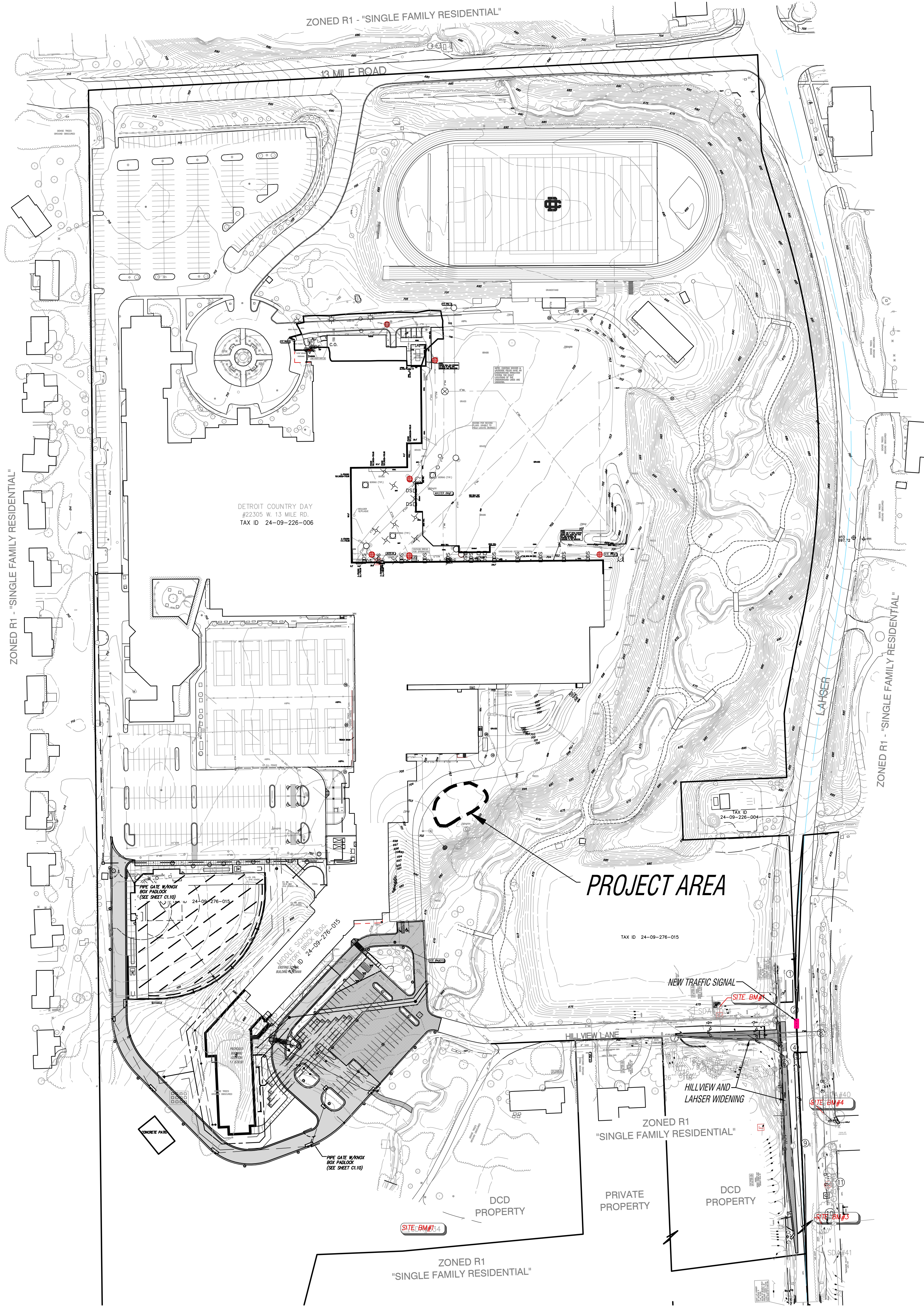
SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Beverly Hills Village Council, as is fully set forth herein.

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Resolution, the Application for a Special Land Use Permit to allow construction of an accessory structure at 22400 Hillview Lane, in accordance with Section 46-188 of the Zoning Ordinance and the approved site plan is hereby approved

SECTION 3: CONDITIONS. The Special Land Use Permit granted by Section 2 of this Resolution is subject to and contingent upon, compliance by Owner with the following conditions:

- A. **Compliance with Regulations.** The development, use and maintenance of the Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time, including, without limitation, the Zoning Ordinance.
- B. **Compliance with Plans.** The development, use, and maintenance of the accessory structure on the Property must be in strict accordance with the plans submitted by Owner, dated September 23, 2025 and consisting of 6 sheets, a copy of which is attached to and, by reference, made a part of this resolution as **Exhibit A**, except for minor changes and site work approved by the Building Official (within his respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: AMENDMENT OF SPECIAL LAND USE PERMIT. Any amendments to the Special Land Use Permit that may be requested by Owner may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.



SOIL TYPE

32B - BLOUNT LOAM, 0 TO 4 PERCENT SLOPES
43 - SLOAN-MARLETTE ASSOCIATION

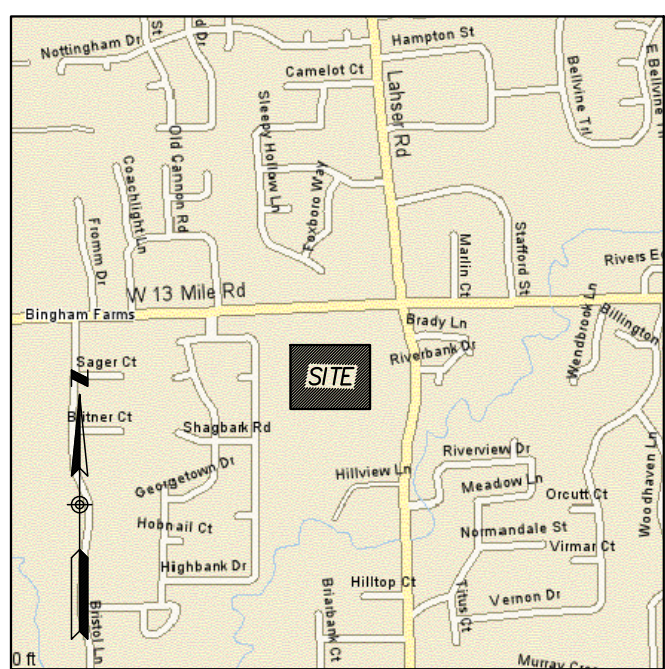
TOTAL PROJECT AREA = 0.11 ACRES

CIVIL SHEET INDEX

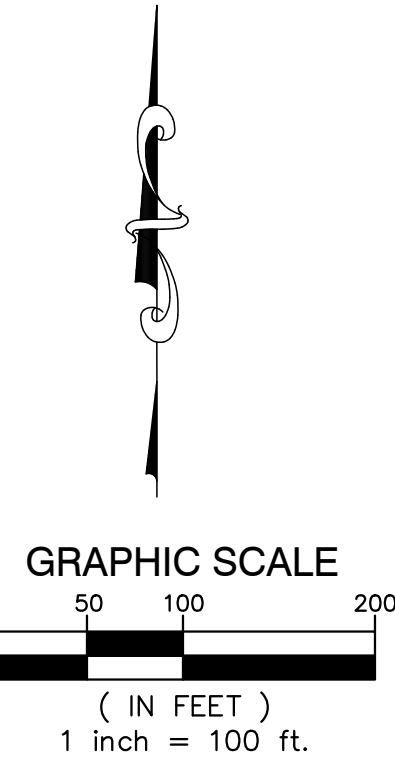
- C1.0 - GENERAL PLAN
C1.1 - EXISTING CONDITIONS PLAN
C2.1 - DEMOLITION PLAN
C3.1 - SITE ENGINEERING PLAN
C4.1 - STORMWATER CALCULATIONS

CIVIL REFERENCE INDEX

- C5.1 - SOIL EROSION AND SEDIMENTATION CONTROL DETAILS



LOCATION MAP
NOT TO SCALE



OWNER:
DETROIT COUNTRY DAY SCHOOL
22305 W 13 MILE ROAD,
BEVERLY HILLS MI, 48025
PHONE: (248) 646 7717

905 South Blvd. East
Rochester Hills, MI 48307
Phone (248) 844-5400
Fax (248) 844-5404

15 E. Baltimore St.
Detroit, MI 48202
Phone (313) 305-9120
Fax (313) 305-9121

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Phone (248) 844-6274

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Phone (616) 885-5802

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(800) 598-1600



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Call before you dig.**

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**DETROIT COUNTRY DAY
MIDDLE SCHOOL NEW
EAST PLAYGROUND**

GENERAL PLAN

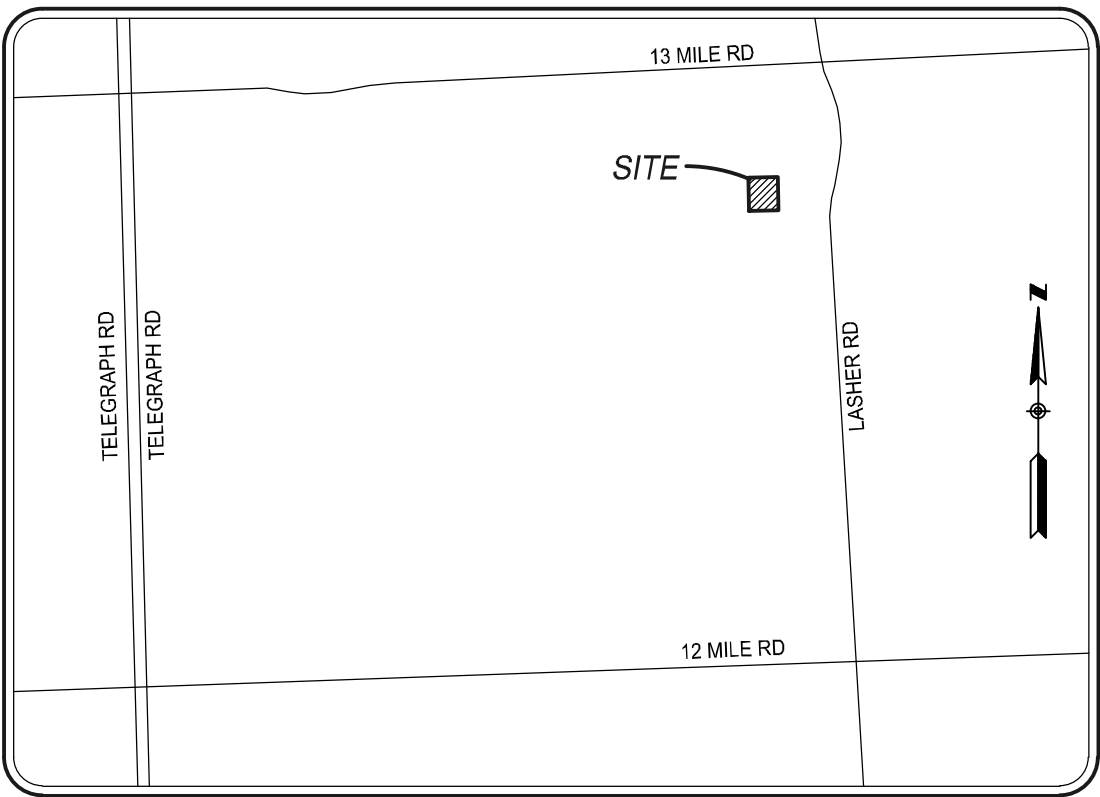
SECTION
TOWN 1 NORTH RANGE 10 EAST
CITY OF BEVERLY HILLS
OAKLAND COUNTY

NO.	DATE	REVISION
1	10/31/2024	OWNER REVIEW
2	02/19/2025	SITE PLAN REVIEW
3	09/23/2025	STORMWATER REV

VERIFY SCALES	
BAR IS ONE INCH ON ORIGINAL DRAWING	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DRAWN BY D. KATTOUAH	DATE 10-31-2024
DESIGNER T. SOVEL	DATE 10-31-2024
CHECKED T. SOVEL	DATE 10-31-2024
PROJECT MANAGER T. SOVEL	BID PLAN DATE
DEPARTMENT MANAGER APPROVAL T. SOVEL	DATE
JOB NO. NP24100	DRAWING NO. NP24100GEN
SCALE: 1" = 100'	SHEET NO. C1.0

LEGEND

○	MANHOLE
⊗	CATCH BASIN
⊕	SEWER CLEAN OUT
⊗	GAS METER
⊗	GAS SHUT OFF VALVE
⊗	VALVE BOX
⊗	GATE VALVE & WELL
⊕	WATER SHUT OFF VALVE
⊕	FIRE HYDRANT
⊗	SPRINKLER VALVE BOX
⊗	LAWN SPRINKLER HEAD
⊗	UNVERIFIED MAPPED OBJECT
⊗	ELECTRIC RISER OR METER
⊗	TELEPHONE RISER
⊗	CABLE TV RISER
⊗	AIR CONDITION UNIT
⊗	UTILITY POLE
⊕	UTILITY POLE W/ LAMP EXTENSION (ARROW INDICATES DIRECTION OF ARM)
⊕	LIGHT POLE
⊕	LIGHT POLE WITH LAMP EXTENSION
⊕	TRAFFIC SIGNAL
⊕	POLE W/ TRAFFIC SIGNAL (OVER ROAD)
⊕	GUY WIRE
⊕	GROUND LEVEL / DECORATIVE LIGHTING
⊕	FLAG POLE
⊕	METAL OR CONC. POST
⊕	MAILBOX
⊕	SIGN
⊕	WATER FOUNTAIN
⊕	PARKING METER
⊕	BILLEBOARD OR LARGE SIGN
⊕	BASKETBALL HOOP
⊕	BOULDER
⊕	STATUE OR SCULPTURE
⊕	BENCH
⊕	BIKE RACK
⊕	DETECTABLE WARNING STRIP
⊕	PICNIC TABLE
⊕	SOCCER GOAL
⊕	STUMP
⊕	DS-S DOWNSPOUT INTO STORM DRAIN
⊕	DS-G DOWNSPOUT TO GROUND
⊕	CONIFEROUS TREE
⊕	DECIDUOUS TREE
⊕	DECIDUOUS SHRUB
⊕	CONIFEROUS SHRUB
⊕	SECTION CORNER
⊕	TRAVERSE POINT
⊕	STRUCTURE NUMBER
⊕	SDA POINT NO.
⊕	SPOT ELEVATION
⊕	TO TOP OF CURB ELEVATION
⊕	GUTTER ELEVATION
⊕	TP TOP OF PAVEMENT ELEVATION
⊕	EM EDGE OF METAL ELEVATION
⊕	TW TOP OF WALK ELEVATION
⊕	TWALL TOP OF WALL ELEVATION
⊕	BWALL BOTTOM OF WALL ELEVATION
⊕	GR GROUND ELEVATION
⊕	UG UNDERGROUND
⊕	FO FIBER OPTIC
⊕	CONC CONCRETE
⊕	ASPH ASPHALT
⊕	OHG OVERHANG
⊕	FF FINISH FLOOR ELEVATION
⊕	DL DOOR/LEDGE ELEVATION
⊕	● F.I. FOUND IRON
⊕	● F.I.P. FOUND IRON PIPE
⊕	● MON FOUND MONUMENT
⊕	● F.P.K. FOUND P.K. NAIL
⊕	● S.I. SET IRON WISDA CAP
⊕	● S.P.K. SET P.K. NAIL
⊕	● S.P.K./TAG SET P.K. NAIL WISDA TAG
⊕	● MAG/TAG SET MAGNETIC NAIL WISDA TAG
⊕	M MEASURED
⊕	R RECORD
⊕	C CALCULATED
⊕	INV. INVERT ELEVATION
⊕	CMP CORRUGATED METAL PIPE
⊕	○ G GAS
⊕	○ SH SANITARY SEWER (SAN)
⊕	○ ST STORM SEWER (STM)
⊕	⊗ WM WATERMAIN (WM)
⊕	OH OVERHEAD WIRE
⊕	CS COMBINED SEWER
⊕	STE STEAM LINE
⊕	O OIL LINE
⊕	F UG FIBER (COMM.)
⊕	E UG ELECTRIC (ELEC.)
⊕	T UG PHONE (PH)
⊕	C UG CABLE (CB)
⊕	CHUNK FENCE (CL)
⊕	WOOD FENCE
⊕	WOMEN WIRE FENCE (WM)
⊕	GUARD RAIL
⊕	EDGE OF BRUSHWOODS
⊕	CULVERT
⊕	MAJOR CONTOUR
⊕	MINOR CONTOUR
⊕	BOUNDARY LINES
⊕	ROW LINES
⊕	SECTION LINES
⊕	PROPERTY LINES
⊕	BUILDING
⊕	ASPHALT
⊕	CONCRETE
⊕	GRAVEL/DIRT/MULCH
⊕	BRICK/PAVERS
⊕	WATER
⊕	WATER W/ VEGETATION



LOCATION MAP
NOT TO SCALE

BENCHMARK DESCRIPTIONS

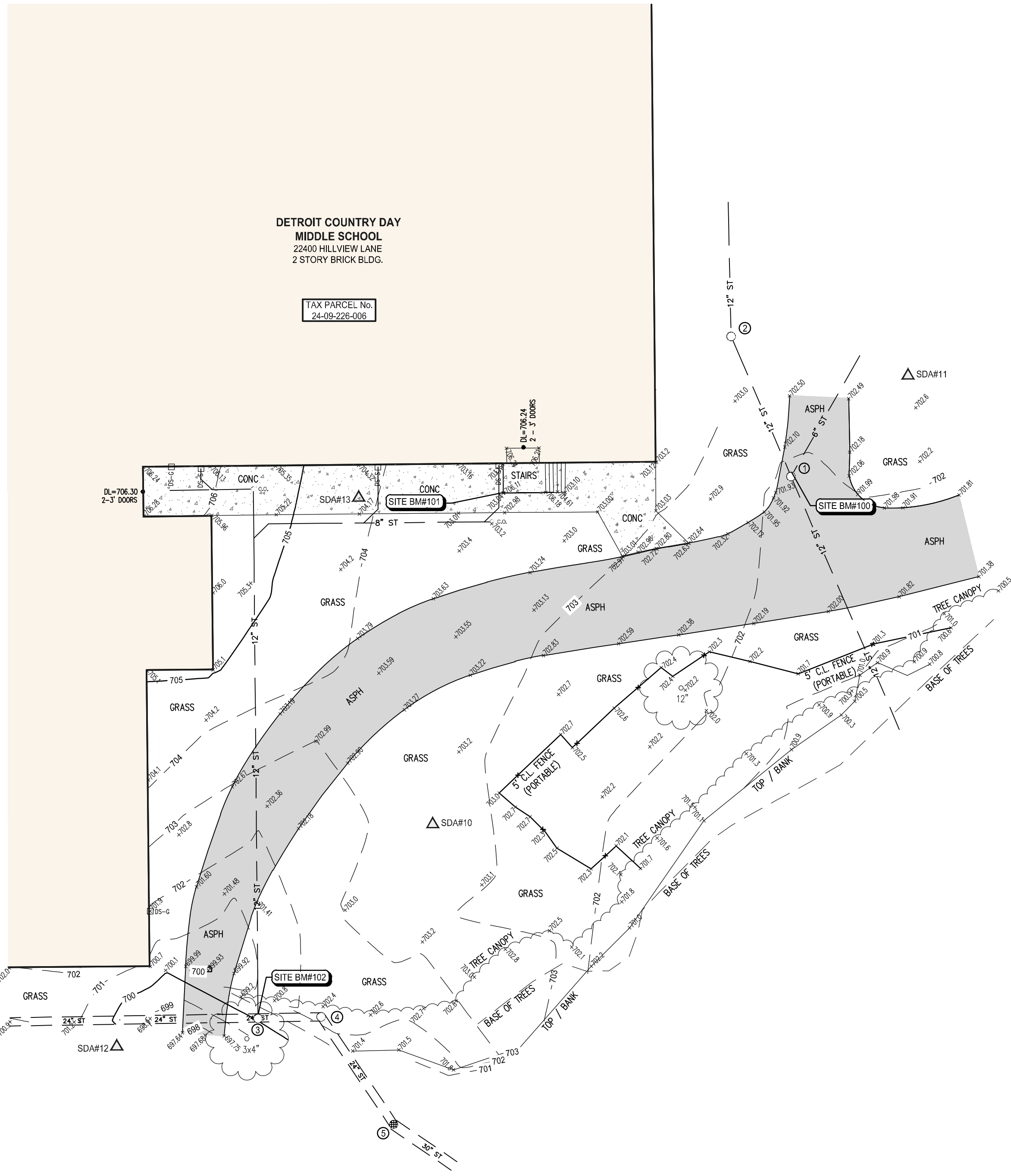
DATUM: GPS-DERIVED NAVD88		
SITE BM#100	SCRIBED "X" ON NORTH RIM OF STORM MANHOLE (STRUCTURE #1) LOCATED IN ASPHALT DRIVE 32' EAST & 6' SOUTH OF BUILDING CORNER	ELEV.=701.81
SITE BM#101	SCRIBED "X" ON SOUTHEAST CORNER OF RAISED CONCRETE LANDING LOCATED 35' WEST & 6' SOUTH OF BUILDING CORNER	ELEV.=706.13
SITE BM#102	SCRIBED "X" ON NORTH RIM OF STORM MANHOLE (STRUCTURE #3) LOCATED 26' EAST & 10' SOUTH OF BUILDING CORNER	ELEV.=700.14

SURVEYOR'S COMMENTS

- THIS TOPOGRAPHICAL MAP IS BASED UPON A FIELD SURVEY PERFORMED BY SPALDING DEDECKER INC. DURING AUGUST OF 2024.
- THE PROPERTY LINES/RIGHT-OF-WAY LINES ARE NOT SHOWN ON THIS TOPOGRAPHICAL MAP BECAUSE THE LIMITS OF THE SURVEY ARE NOT NEAR ANY PROPERTY LINES OR RIGHT OF WAY LINES.
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH THAT WOULD IDENTIFY ANY RECORDED EASEMENTS THAT ENCLUMBER THIS PROPERTY. THEREFORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RIGHT-OF-WAY TAKINGS AND RESTRICTIVE COVENANTS THAT ARE NOT SHOWN.
- THE BASIS OF BEARINGS IS THE STATE PLANE GRID.
- THE COORDINATE SYSTEM FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, MICHIGAN SOUTH ZONE (2113), BASED ON NAD83 (NRS2011). UNITS ARE INTERNATIONAL FEET. COORDINATES WERE ESTABLISHED USING A DATA LINK TO THE MDOOT CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).
- THE VERTICAL DATUM OF THIS SURVEY IS BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS ESTABLISHED WITH RTK GPS MEASUREMENTS USING A DATA LINK TO THE MDOOT CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).
- THE UTILITY INFORMATION SHOWN ON THIS SURVEY IS BASED UPON A COMBINATION OF RECORD INFORMATION AND FIELD MEASUREMENTS. THE SURVEYOR DOES NOT GUARANTEE THAT ALL UNDERGROUND UTILITIES ARE SHOWN AND/OR POSITIONED PROPERLY ON THIS DRAWING. THE INFORMATION SHOWN ON THIS DRAWING IS INTENDED TO BE USED AS A GUIDE FOR POSSIBLE UNDERGROUND UTILITY CONFLICTS. IT IS THE RESPONSIBILITY OF OTHERS TO RESOLVE THE ACTUAL LOCATION OF ANY UNDERGROUND UTILITY THROUGH THE MISS DIG FIELD VERIFICATION SYSTEM PRIOR TO ANY SITE EXCAVATION. CALL 811 OR 800-482-7171.

LEGAL DESCRIPTION

SOURCE: ACCESS OAKLAND	
OWNER: DETROIT COUNTRY DAY SCHOOL	
TAX PARCEL ID: 24-09-226-006	
ADDRESS: 22400 HILLVIEW LANE	
T1N, R10E, SEC 9 & 10 NE 1/4 OF SEC 9 EXC S 100 FT OF E. 183 FT, ALSO THAT PART OF NW 1/4 OF NW 1/4 OF SEC 10 LYING W OF LASHER RD AS WIDENED 36.74 A 8-18-88 FR 001, 002 & 005	



STRUCTURE TABLE

THE STRUCTURE TABLE ON THIS DRAWING IDENTIFIES THE AS-SURVEYED UNDERGROUND UTILITY MANHOLES THAT WERE FIELD MEASURED USING REASONABLE AND TRADITIONAL SURVEYING PRACTICES. PIPE SIZES, DIRECTIONS AND ELEVATIONS ARE INDICATED BY A COMBINATION OF FIELD EVIDENCE AND AVAILABLE RECORD INFORMATION. UNDERGROUND UTILITY PIPE SIZES AND CONNECTIONS ARE MANY TIMES AMBIGUOUS. SOME STRUCTURES MAY HAVE PIPES WITH UNKNOWN CONNECTIONS, SUMPS AND / OR PIPES THAT ARE FILLED WITH DEBRIS. IT WILL BE UP TO THE DESIGN ENGINEER TO LOOK AT THE PRESENTED SURVEY RESULTS AND DECIDE IF FURTHER INVESTIGATION BY OTHER METHODS SUCH AS VACUUM CLEAN OUT, UNDERGROUND RADAR, SMOKE TESTING AND PHYSICAL EXCAVATION IS REQUIRED AS AN ADDITIONAL SERVICE.

#	TYPE	RIM	SIZE	MTL	INVERT	DIRECTION	CONNECT
1	STORM MANHOLE	701.81	12"	RCP	697.91	SE	
			12"	RCP	698.01	NW	2
			6"	PVC	698.01	NE	
2	STORM MANHOLE	703.22	12"	RCP	698.72	SE	1
			12"	RCP	698.82	NORTH	
3	STORM MANHOLE	700.14	24"	RCP	694.39	EAST	4
			24"	RCP	694.39	WEST	
			12"	PVC	697.09	NORTH	
4	STORM MANHOLE	702.54	24"	RCP	694.04	SE	5
	TREATMENT STRUCTURE		24"	RCP	694.14	WEST	3
5	ROUND CATCH BASIN	697.65	24"	RCP	693.45	NW	4
			30"	RCP	682.25	SE	

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(800) 598-1600

0' 20' 40'

SCALE: 1" = 20'

CLIENT:

DETROIT COUNTY DAY SCHOOLS
22305 W 13 MILE ROAD
BEVERLY HILLS, MI 48025

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UTILITY NOTE

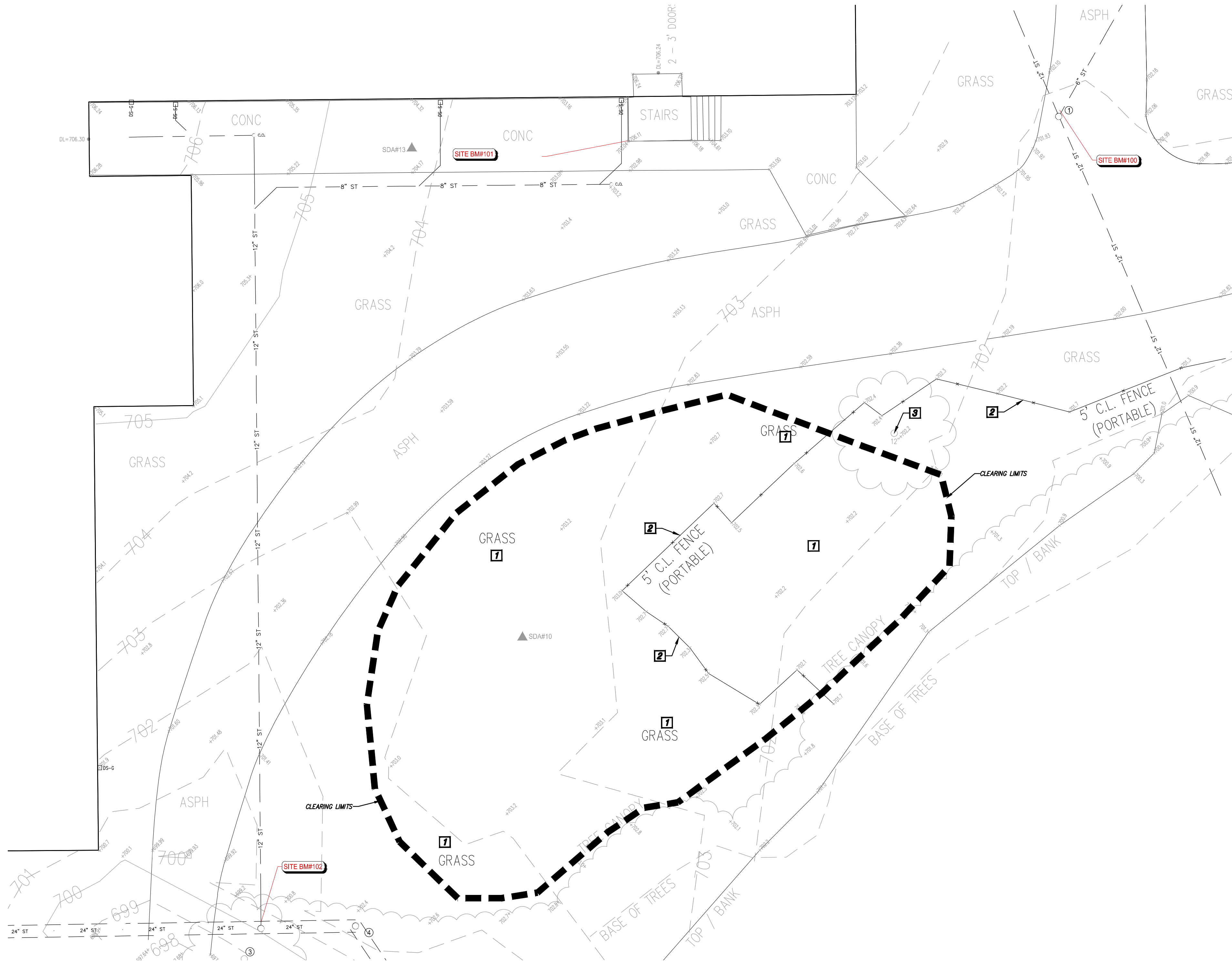
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DETROIT COUNTRY DAY
MIDDLE SCHOOL NEW
EAST PLAYGROUND
22400 HILLVIEW LANE
BEVERLY HILLS, MI 48025

EXISTING CONDITIONS PLAN

SECTION 09 TOWN 01 NORTH RANGE 10 EAST CITY OF BEVERLY HILLS OAKLAND COUNTY, MICHIGAN		
NO.	DATE	REVISION
1	10/31/2024	OWNER REVIEW
2	2/19/2025	SITE PLAN REVIEW
VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		
DRAFTER T. FLORY	DATE 08-28-24	
CHECKED S. NEUMANN	DATE 08-30-24	
FIELD LEADER B. LEWSLEY	PROJECT SURVEYOR D. JACKSON	
PROJECT MANAGER D. JACKSON	DEPARTMENT MANAGER G. PLATZ	
JOB NO. NP24100	DRAWING NO. NP24100ECP	
SCALE: 1" = 20'	SHEET NO. C1.1	



DEMOLITION NOTES

1 CLEAR AND GRUB TO THE LIMITS SHOWN. INCLUDE REMOVAL OF ALL SIGNS, POSTS, FOOTINGS, GRAVEL, BRUSH, SHRUBS, GRASS, AND TREES NOT INDICATED FOR PROTECTION, INCLUDING ROOTS. STRIP TOPSOIL AND REMOVE FROM SITE.

2 REMOVE AND SALVAGE EXISTING PORTABLE CHAIN LINK FENCE, INCLUDING ALL GATES, POSTS, AND FOOTINGS, IF PRESENT. TURN OVER TO OWNER FOR STORAGE.

3 PROTECT EXISTING TREE TO REMAIN DURING CONSTRUCTION.

UNLESS OTHERWISE SPECIFIED, PROTECT EXISTING UTILITIES AND UTILITY STRUCTURES TO REMAIN.

ALL DEPRESSIONS CREATED BY DEMOLITION PROCEDURES SHALL BE BACKFILLED WITH CLASS II FILL MATERIAL, IN 8" LIFTS COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT, UP TO PROPOSED SUBGRADE.

CONTRACTOR IS RESPONSIBLE FOR DOING AN EARTHWORK CALCULATION FOR CUT AND FILL REQUIREMENTS, AND IS RESPONSIBLE FOR INCLUDING IMPORT AND EXPORT OF MATERIALS IN THEIR BID. ALL EXCESS MATERIAL (INCLUDING TOPSOIL, CLEAN FILL, AND WASTE MATERIAL) SHALL BE REMOVED FROM THE SITE.

CONTRACTOR TO PROVIDE UNIT PRICES (1/CYD) IN THE BID DOCUMENTS FOR UNDERCUT AND REPLACEMENT OF POOR SOILS. UNIT PRICE TO INCLUDE DISPOSAL OF POOR SOILS AND IMPORT AND PLACEMENT OF CLASS II ENGINEERED FILL, IN 8" LIFTS, COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT, UP TO PROPOSED SUBGRADE.

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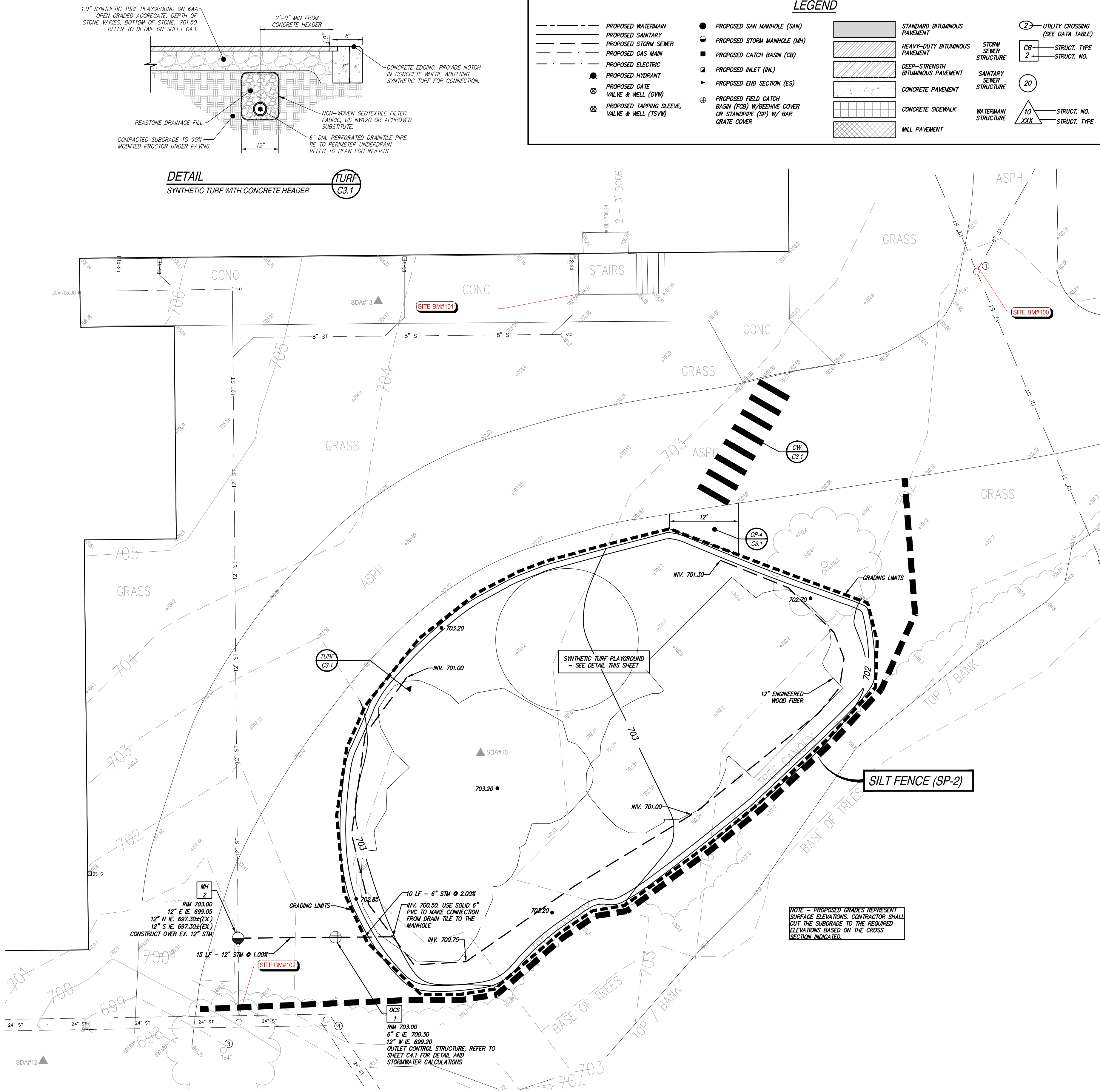
**DETROIT COUNTRY DAY
MIDDLE SCHOOL NEW
EAST PLAYGROUND**

DEMOLITION PLAN

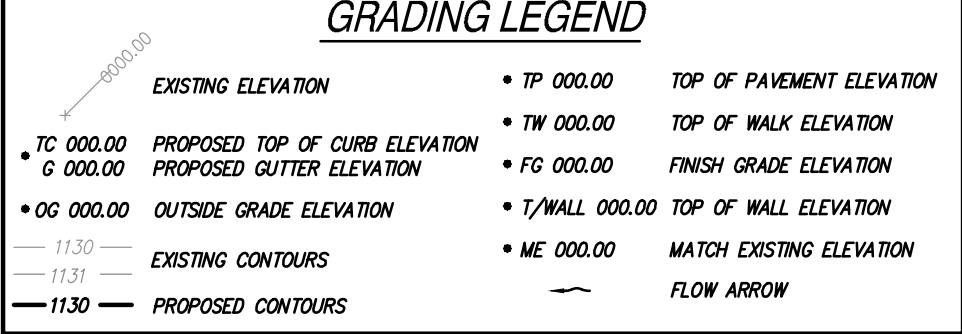
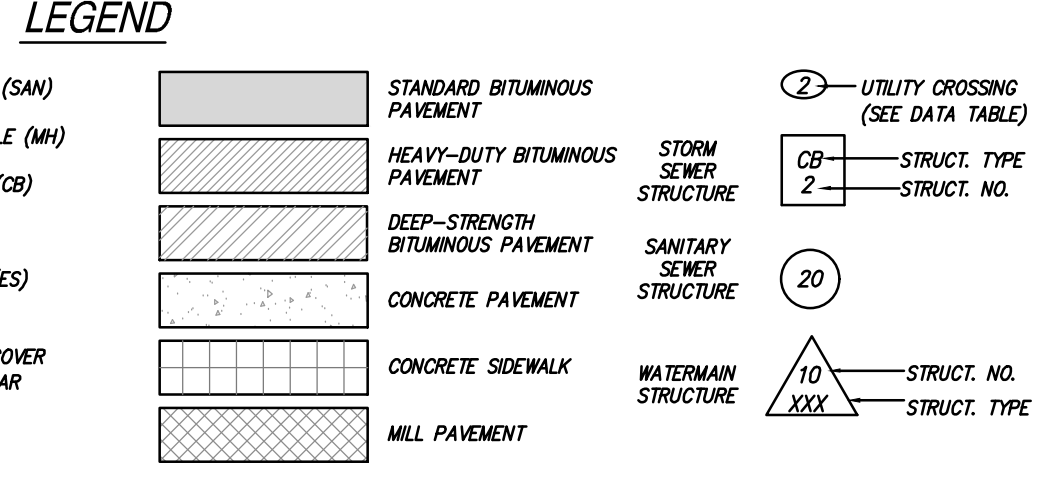
SECTION
TOWN 1 NORTH RANGE 10 EAST
CITY OF BEVERLY HILLS
OAKLAND COUNTY

NO.	DATE	REVISION
1	10/31/2024	OWNER REVIEW
2	02/19/2025	SITE PLAN REVIEW
3	09/23/2025	STORMWATER REV

VERIFY SCALES	
BAR IS ONE INCH ON ORIGINAL DRAWING	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DRAWN BY D. KATTOUAH	DATE 10-31-2024
DESIGNER T. SOVEL	DATE 10-31-2024
CHECKED T. SOVEL	DATE 10-31-2024
PROJECT MANAGER T. SOVEL	BID PLAN DATE
DEPARTMENT MANAGER APPROVAL T. SOVEL	DATE
JOB NO. NP24100	DRAWING NO. NP24100DEM
SCALE: 1" = 10'	SHEET NO. C2.1



NOTE - PROPOSED GRADES REPRESENT
SURFACE ELEVATIONS. CONTRACTOR SHALL
CUT THE SUBGRADE TO THE REQUIRED
ELEVATIONS BASED ON THE CROSS
SECTION INDICATED.



GRADING NOTES

- PROPOSED GRADES MAY BE BASED ON AN INTERPOLATION OF DATA SHOWN ON THE TOPOGRAPHIC SURVEY. THIS INTERPOLATED DATA IS APPROXIMATE AND COULD DIFFER SLIGHTLY BASED ON THE ACCURACY OF THE SURVEY. CONTRACTOR SHALL CONFIRM THAT THE PROPOSED GRADES SHOWN ON THIS PLAN WILL NOT CREATE A STANDING WATER CONDITION (I.E. A LOW SPOT OR PAVEMENT SLOPES LESS THAN 1%) OR AN UNSAFE CONDITION WITH SLOPES IN EXCESS OF 5%. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF THEY BELIEVE THAT ONE OF THESE SITUATIONS WILL OCCUR BASED ON THE PROPOSED GRADES.
- CONTRACTOR IS RESPONSIBLE FOR CONTROLLING STORM WATER RUNOFF DURING CONSTRUCTION OPERATIONS. OF PARTICULAR CONCERN WILL BE THE TIME PERIOD AFTER THE SITE HAS BEEN STRIPPED AND NOT YET RESTORED. SILT FENCE, OR PAVED, CONTRACTOR MUST INSTALL OR CONSTRUCT APPROPRIATE TEMPORARY MEASURES TO PROTECT ADJACENT PROPERTIES.

RESTORATION NOTE

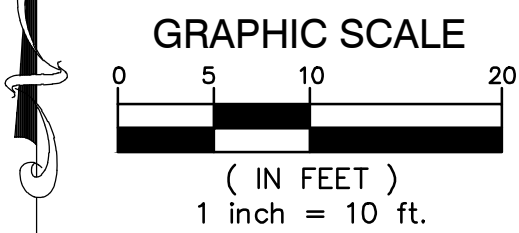
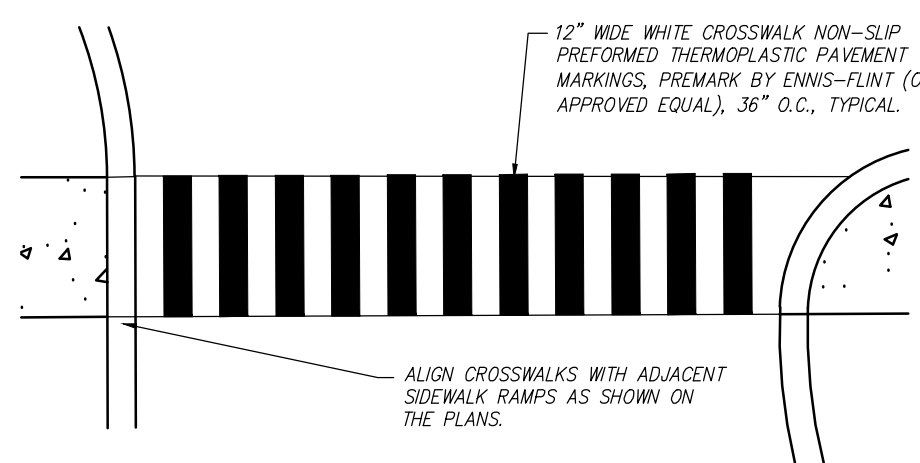
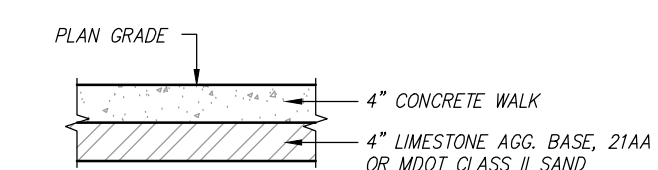
RESTORE ALL DISTURBED AREAS OUTSIDE OF THE PLAYGROUND WITH 3" OF CLEAN TOPSOIL AND SEED MIX (30% KENTUCKY BLUEGRASS, 30% PERENNIAL RYEGRASS, 30% CREEPING BIRD FESCUE). PLACE MULCH IN ALL SEEDING AREAS. ON SLOPES IN EXCESS OF 10 HORIZONTAL TO 1 VERTICAL, PLACE NORTH AMERICAN GREEN D5150 MULCH BLANKET IMMEDIATELY AFTER SEEDING. USE METAL STAPLES PER MANUFACTURERS RECOMMENDATIONS TO HOLD MATTING IN PLACE.

SOIL EROSION/SEDIMENTATION CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF BEVERLY HILLS AND/OR OAKLAND COUNTY.
- DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL DEVICES, AND ANY NECESSARY REPAIRS SHALL BE PERFORMED WITHOUT DELAY.
- EROSION AND ANY SEDIMENT FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
- EROSION AND SEDIMENT CONTROL DEVICES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION; SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTING OF SILT OFF THE SITE.
- CONTRACTOR SHALL APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES AS REQUIRED AND AS DIRECTED ON THESE PLANS. HE SHALL REMOVE TEMPORARY DEVICES AS SOON AS PERMANENT STABILIZATION OF SLOPES, DITCHES, AND OTHER EARTH CHANGES HAVE BEEN ACCOMPLISHED AND APPROVED BY THE CITY OF CLAWSON AND/OR OAKLAND COUNTY.
- DEBRIS FROM PROJECT WILL BE LEFT ON THE SITE BY DELIVERY OR CONSTRUCTION VEHICLES THROUGH THE USE OF CLEAN STONE EXITS. SHOULD THE STONE BECOME LESS EFFECTIVE IT WILL BE REPLACED. ALL CONSTRUCTION TRAFFIC WILL USE THE CLEAN STONE EXIT.
- DUST CONTROL WILL BE EXERCISED AT ALL TIMES WITHIN THE PROJECT BY THE CONTRACTORS. SPRINKLING TANK TRUCKS WILL BE AVAILABLE AT ALL TIMES TO BE USED ON HAUL ROUTES OR OTHER PLACES WHERE DUST BECOMES A PROBLEM.
- IMMEDIATELY AFTER SEEDING, MULCH ALL SEEDING AREAS WITH UNWEATHERED SMALL GRAIN STRAW OR HAY, SPREAD UNIFORM AT A RATE OF 1 1/2 TO 2 TONS PER ACRE OR 0.10 POUNDS PER SQUARE FEET. ANCHOR MULCH WITH DISC TYPE MULCH ANCHORING TOOL.
- ALL MUD, DIRT, AND DEBRIS TRACKED ONTO EXISTING ROADS FROM THIS SITE SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR OR BUILDER. ALL MUD, DIRT, AND DEBRIS TRACKED OR SPILLED ONTO PAVED SURFACES WITHIN THIS SITE SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- PERMANENT SOIL EROSION CONTROL DEVICES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING OR FINAL EARTH CHANGES HAVE BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY CEASES TEMPORARY SOIL EROSION CONTROL DEVICES SHALL BE IMPLEMENTED WITHIN 30 CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION DEVICES ARE IMPLEMENTED AND/OR ESTABLISHED. ALL PERMANENT SOIL EROSION CONTROL DEVICES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF INSURANCE IS ISSUED.
- ALL CONTRACTORS ARE TO REMOVE EXCAVATED MATERIAL ON SITE. PARTICULAR CARE SHOULD BE TAKEN WHEN WORKING ALONG THE PERIMETER OF THE SITE. IN NO EVENT SHALL THE WORK AREA EXTEND BEYOND THE LIMITS INDICATED ON THE PLANS.
- THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTRACTOR.

UTILITY NOTES

- 8" AND 10" STORM SEWER SHALL BE PVC SDR 26. REFER TO PLAYGROUND PLANS FOR PIPE REQUIREMENTS BELOW TURF SECTION.
- ALL UTILITY TRENCHES THAT FALL WITHIN A 1'-ON-1' INFLUENCE OF PAVEMENT AREAS SHALL BE BACKFILLED WITH CLASS 2 SAND AND COMPACTED TO 95% OF MAXIMUM DENSITY.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF FENTON.
- ALL UTILITIES SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER.
- ALL UTILITIES SHALL BE PLACED AT LEAST 10' FROM OTHER UTILITIES, SIGNIFICANT TREES, AND FIXED STRUCTURES.
- WHERE THESE PLANS DIFFER FROM THE STANDARD DETAILS OR STANDARD SPECIFICATIONS OF THE COMMUNITY, THE COMMUNITY REQUIREMENTS SHALL GOVERN.



SOIL EROSION/SEDIMENTATION CONTROL CONSTRUCTION SEQUENCE

- INSTALL SILT FENCE AROUND DEFINED PERIMETER AS SHOWN.
- COMPLETE SITE DEMOLITION ACTIVITIES INCLUDING CLEAR, GRUB AND STRIP TOPSOIL IN AREAS OF EARTH DISRUPTION.
- COMPLETE ROUGH GRADING LAND BALANCING OPERATIONS.
- INSTALL PROPOSED UNDERGROUND UTILITIES.
- PERFORM FINE GRADING, AND PLAYGROUND CONSTRUCTION.
- COMPLETE LANDSCAPING ACTIVITIES INCLUDING LAWN RESTORATION.
- EROSION CONTROL MEASURES ARE NOT TO BE REMOVED UNTIL THE CITY AND/OR COUNTY GRANTS ITS APPROVAL. INLET FILTERS SHALL BE PERIODICALLY INSPECTED AND CLEANED/REPLACED AS NECESSARY.

ALL EROSION CONTROL MEASURES SHALL BE INSTALLED APPROXIMATELY ACCORDING TO THE FOLLOWING SEQUENCE OF CONSTRUCTION.

PROJECT COMMENCEMENT ON OR ABOUT JUNE 2025.

SCHEDULE	
A. INSTALL SILT FENCE.	1 DAY
B. STRIP AND STOCKPILE TOPSOIL, SITE DEMOLITION, AND ROUGH GRADE SITE.	1-2 WEEKS
C. INSTALL PROPOSED UTILITIES.	1-2 WEEKS
D. FINE GRADE SITE, CONSTRUCT PLAYGROUND, INSTALL LANDSCAPING AND ESTABLISH VEGETATION.	1-2 WEEKS
E. CLEAN PAVEMENTS, WALKS, CULVERTS, AND WATERCOURSES OF ALL ACCUMULATED SEDIMENT IN CONJUNCTION WITH REMOVAL ALL TEMPORARY DEVICES.	1-2 WEEKS
PROJECT COMPLETION ON OR ABOUT OCTOBER 2025.	

APPROX. GROSS ACREAGE DISTURBED = 0.11± ACRES

SOIL TYPES:

32B	- BLOUNT LOAM, 0 TO 4 PERCENT SLOPES
43	- SLOAN-MARLETTE ASSOCIATION

THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH PART 91 OF ACT 451 OF 1994, AS AMENDED, THE SOIL EROSION AND SEDIMENT CONTROL ACT.

SOIL EROSION CONTROL DEVICES

OWNER:
DETROIT COUNTRY DAY SCHOOL
22305 W 13 MILE ROAD,
BEVERLY HILLS MI, 48025
PHONE: (248) 646 7717

SPALDING DeDECKER
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Fax (313) 305-9121

27333 Meadowbrook Rd., Suite 210
Novi, MI 48377
Phone (248) 844-6274

400 Ann St. NW, Suite 204
Grand Rapids, MI 49504
Phone (616) 885-5802

www.sda-eng.com
(800) 598-1600

811
Know what's below.
Call before you dig.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES (IN CONFLICT WITH PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. CALL MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

UTILITY NOTE

UTILITY INFORMATION ON THIS DRAWING MAY BE FROM INFORMATION DISCLOSED TO THIS FIRM BY THE VARIOUS UTILITY COMPANIES, CITY/COUNTY AGENCIES AND OTHER VARIOUS SOURCES. UNDERGROUND UTILITIES WHICH ARE ON PRIVATE PROPERTY ARE USUALLY NOT DELINEATED UPON A UTILITY COMPANY'S PUBLISHED PLANS. THEIR LOCATION, IF SHOWN UPON THIS SURVEY, ARE APPROXIMATED FROM FOUND PAINT MARKERS/STAKES, ETC. AS LOCATED BY THIS FIRM FROM SOURCES WHICH ARE UNKNOWN. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

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DETROIT COUNTRY DAY MIDDLE SCHOOL NEW EAST PLAYGROUND

SITE ENGINEERING PLAN

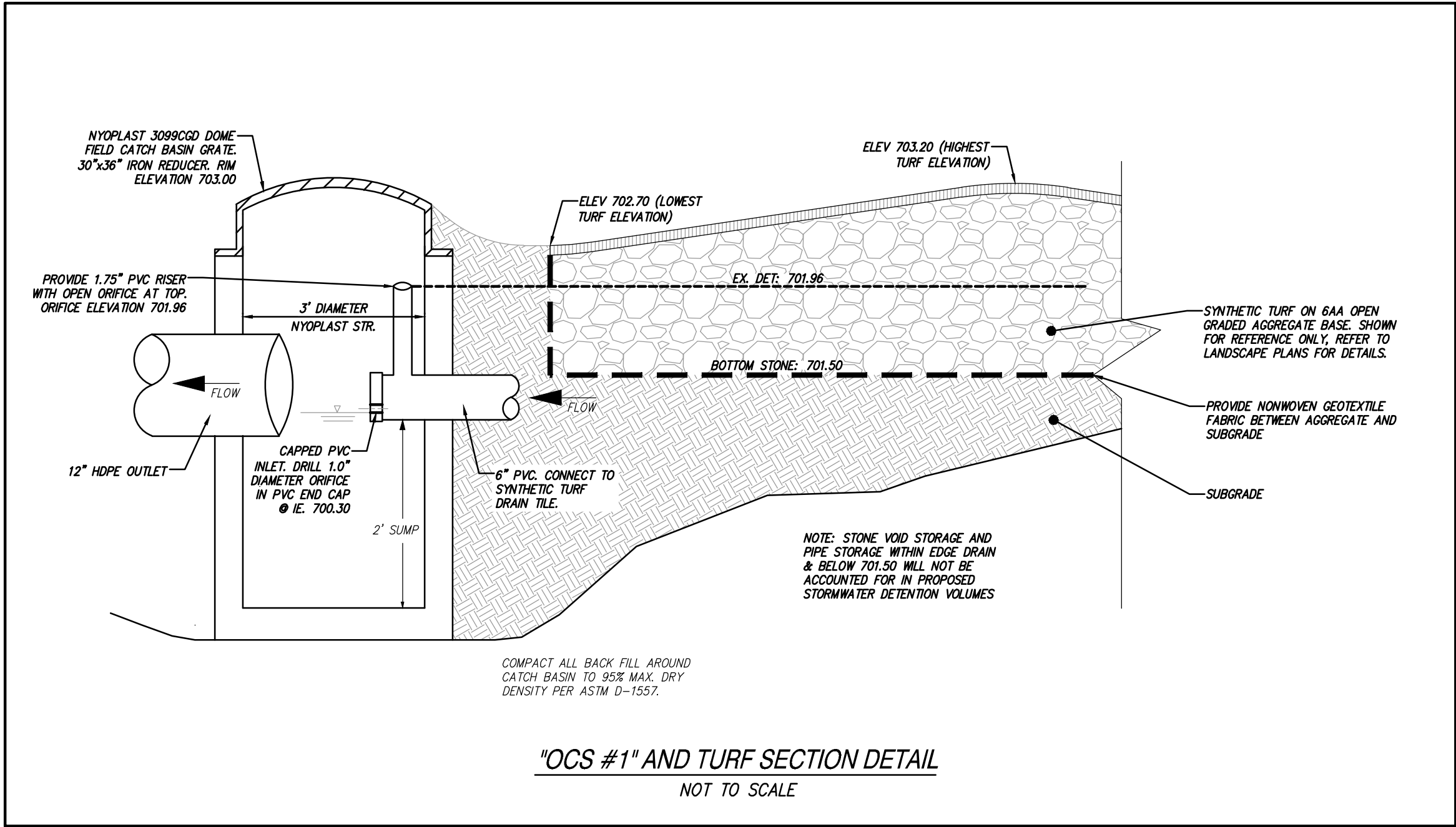
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DEPARTMENT MANAGER APPROVAL T. SOVEL	DATE
JOB NO. NP24100	DRAWING NO. NP24100ENG
SCALE: 1" = 10'	SHEET NO. C3.1

UTILITY NOTES

- 12" STORM SEWER SHALL BE HDPE. 6"-10" STORM SEWER SHALL BE PVC. "TERR" STM" REFERS TO PERFORATED PIPE, REFER TO PLAYGROUND PLANS FOR PIPE REQUIREMENTS BELOW TURF SECTION.
- ALL UTILITY TRENCHES THAT FALL WITHIN A 1'-ON-1 INFLUENCE OF PAVEMENT AREAS SHALL BE BACKFILLED WITH CLASS 2 SAND AND COMPACTED TO 95% OF MAXIMUM DENSITY.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF BEVERLY HILLS.
- ALL UTILITIES SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER.
- ALL UTILITIES SHALL BE PLACED AT LEAST 10' FROM OTHER UTILITIES, SIGNIFICANT TREES, AND FIXED STRUCTURES.
- WHERE THESE PLANS DIFFER FROM THE STANDARD DETAILS OR STANDARD SPECIFICATIONS OF THE COMMUNITY, THE COMMUNITY REQUIREMENTS SHALL GOVERN.



STORMWATER NARRATIVE

IT IS OUR UNDERSTANDING THAT DETROIT COUNTRY DAY IS PLANNING ON INSTALLING A NEW SYNTHETIC TURF PLAYGROUND ON EXISTING GRASS. DUE TO THE INCREASED IMPERVIOUSNESS OF THE SURFACES, THE DEVELOPMENT WILL GENERATE MORE STORMWATER RUNOFF POST CONSTRUCTION. THEREFORE, IN ACCORDANCE WITH THE VILLAGE OF BEVERLY HILLS STORMWATER ORDINANCE SECTION 30.06, WE ARE PROVIDING POST CONSTRUCTION STORMWATER CONTROLS FOR THE CHANNEL PROTECTION VOLUME CONTROL, AND CHANNEL PROTECTION RATE CONTROL. THE SYNTHETIC TURF IS SUPPORTED BY A LAYER OF 6A.A OPEN GRADED STONE AGGREGATE WHICH WILL DETAIN WATER USING OAKLAND COUNTY'S APPROVED VOID PERCENTAGE OF 30% DOWNSTREAM RESTRICTION AT THE PROPOSED STORM STRUCTURE WILL ALLOW WATER THE TIME TO INFILTRATE WHILE ALSO DETAINING THE EXTENDED DETENTION VOLUME FOR 48 HOURS. PLEASE NOTE, THAT A SURPLUS OF 731 CF EXISTS IN THE AGGREGATE AS POTENTIAL STORMWATER STORAGE.

PROVIDED STORMWATER CALCULATIONS

TOTAL SYNTHETIC TURF AREA: 0.11 ACRES = 4,792 SF

30% VOIDS USED IN 6A.A OPEN GRADED AGGREGATE (2025 OAKLAND COUNTY STORMWATER ENGINEERING DESIGN STANDARDS)

TOP OF STONE STORAGE: 702.70
BOTTOM OF STONE STORAGE: 701.50
TOTAL HEIGHT OF STORAGE: 702.70 - 701.50 = 1.20'

4,792 SF * 1.20' = 5,750 CF * 0.30 (voids %) = 1,725 CF

1,725 CF TOTAL STONE STORAGE > 645 CF EXTENDED DETENTION VOLUME REQUIRED

TOTAL SITE AREA - ALLOWABLE RELEASE RATE CALCULATION			
Term	Variable	Value	Unit
Total Site Area (Whole Site) =	A =	0.11	Acres
Allowable release rate =	*Q _{VR} =	1.00	CFS/Acre

ALLOWABLE RELEASE RATE CALCULATION

Post-Development (Proposed Conditions) Runoff Coefficient Calculator (Area Weighted)			
Location/Land Cover	Area (acres)	Runoff Coefficient ("C")	Area X C
CATCHMENTS			
SYNTHETIC TURF PLAYGROUND	0.11	0.85	0.0935
Subtotals	0.11	N/A	0.0935
Post Development Contributing Area (Acres) = A =		0.11	
Post-Development Runoff Coefficient (Area Weighted) = C =		0.85	

POST DEVELOPMENT C-FACTOR CALCULATION

TIME OF CONCENTRATION CALCS					
Name of Run	Length	Unit	Slope	Unit	Run Time
SHEET FLOW (K = 0.48, MAX LENGTH = 300 LF)					
SHEET FLOW RUN #1 =	40.0	LF	1.0	%	1.4
TOTAL SHEET FLOW TIME					1.4
WATERWAY FLOW (K = 1.20)					
WATERWAY FLOW #1 =	0.0	LF	1.0	%	0.0
TOTAL WATERWAY FLOW TIME					0.0
TOTAL PIPE FLOW TIME (FROM HYDRAULIC PIPE CALCULATIONS)					0.0
TIME OF CONCENTRATION					15.0

TIME OF CONCENTRATION CALCULATION

EQ. III WATER QUALITY VOLUME REQUIRED (FIRST FLUSH) = 3,630 x C x A			
Term	Variable	Value	Unit
Contributing Area =	A =	0.11	Acres
Post-development Runoff Coefficient =	C =	0.85	Dimensionless
Water Quality Volume =	V _{WQ} =	314	CFT

WATER QUALITY VOLUME CALCULATION

EQ. I-1 CHANNEL PROTECTION VOLUME CONTROL REQUIRED = 4,719 x C x A			
Term	Variable	Value	Unit
Contributing Area =	A =	0.11	Acres
Post-development Runoff Coefficient =	C =	0.85	Dimensionless
Required Channel Protection Volume =	V _{CP-R} =	441	CFT

CHANNEL PROTECTION VOLUME CONTROL CALCS

EQ. I-2 CHANNEL PROTECTION RATE CONTROL: EXTENDED DETENTION - 6,897 x C x A			
Term	Variable	Value	Unit
Contributing Area =	A =	0.11	Acres
Post-development Runoff Coefficient =	C =	0.85	Dimensionless
Required Extended Detention Volume =	V _{ED} =	645	CFT

CHANNEL PROTECTION RATE CONTROL CALCS

EQ. III-29: ORIFICE SIZING - EXTENDED DETENTION = Q _{P-AVG-ED} = C _O x A _O x SQRT(2 x g x h)			
Term	Variable	Value	Unit
Orifice diameter =	O _{ED-DIA} =	0.39	IN
Number of orifices at same elevation =	O _{ED-NO} =	1.00	Dimensionless
Total head at V _{ED} water level =	h =	1.66	FT
Area of single orifice =	A _O =	0.0008	FT ²
Orifice coefficient =	C _O =	0.62	Dimensionless
Gravity constant =	g =	32.2	FT/S ²
Avg. outflow rate (Via V _{ED} orifice(s) W/ V _{ED} Event) =	Q _{P-AVG-ED} =	0.004	CFS
Extended Detention Volume =	V _{ED} =	645	CFT
Drain Time for V _{ED} =	T _{ED-D} =	48.1	HR
Key Rule Check: Extended Detention Volume (V _{ED}) must drain in no less than 48 hours			
PASS			
Total head at V ₁₀₀₀ water level =	h =	2.40	FT
Max outflow rate (VIA 1" ORIFICE W/ V ₁₀₀₀ Event) =	Q _{P-MAX-ED} =	0.04	CFS

OUTLET CONTROL CALCULATIONS: EXTENDED DETENTION ORIFICE

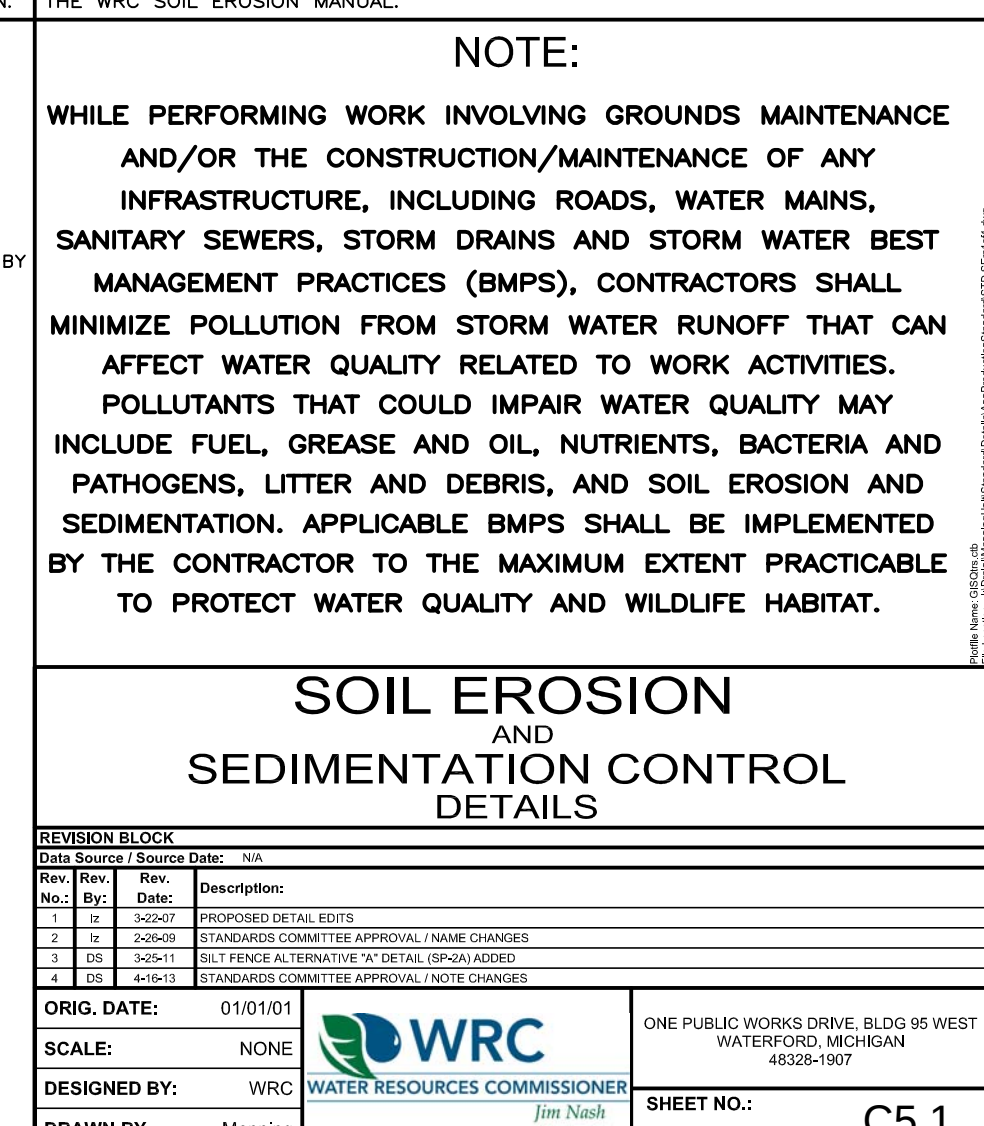
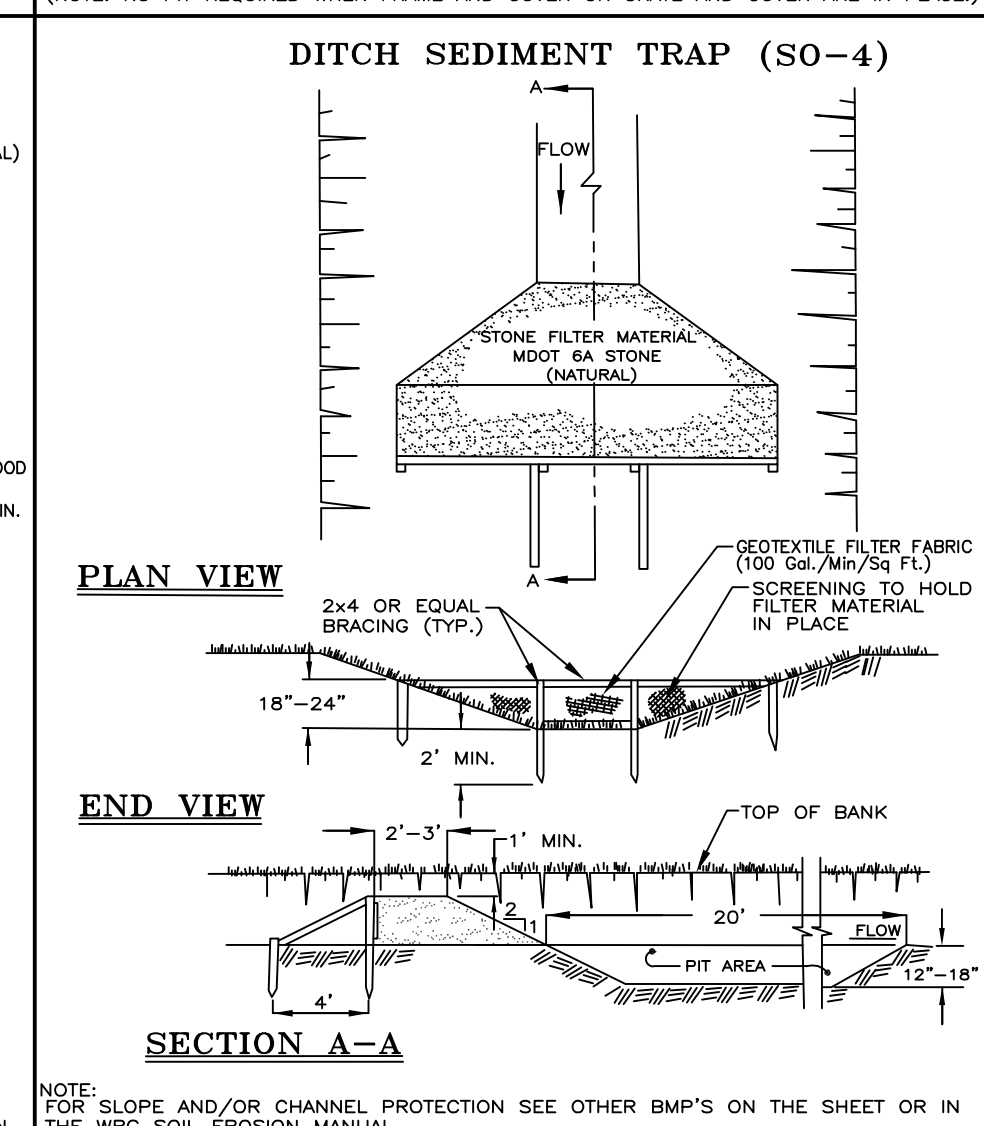
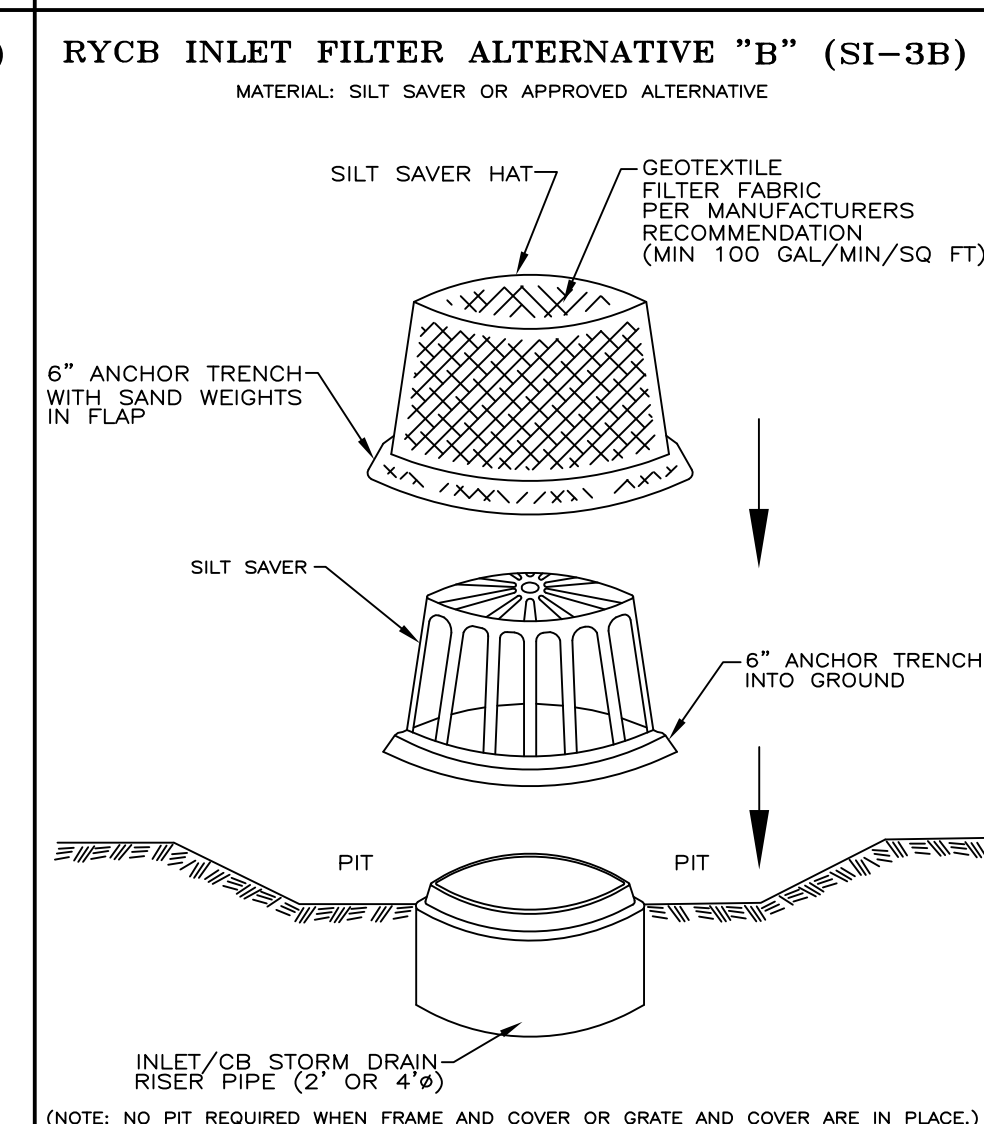
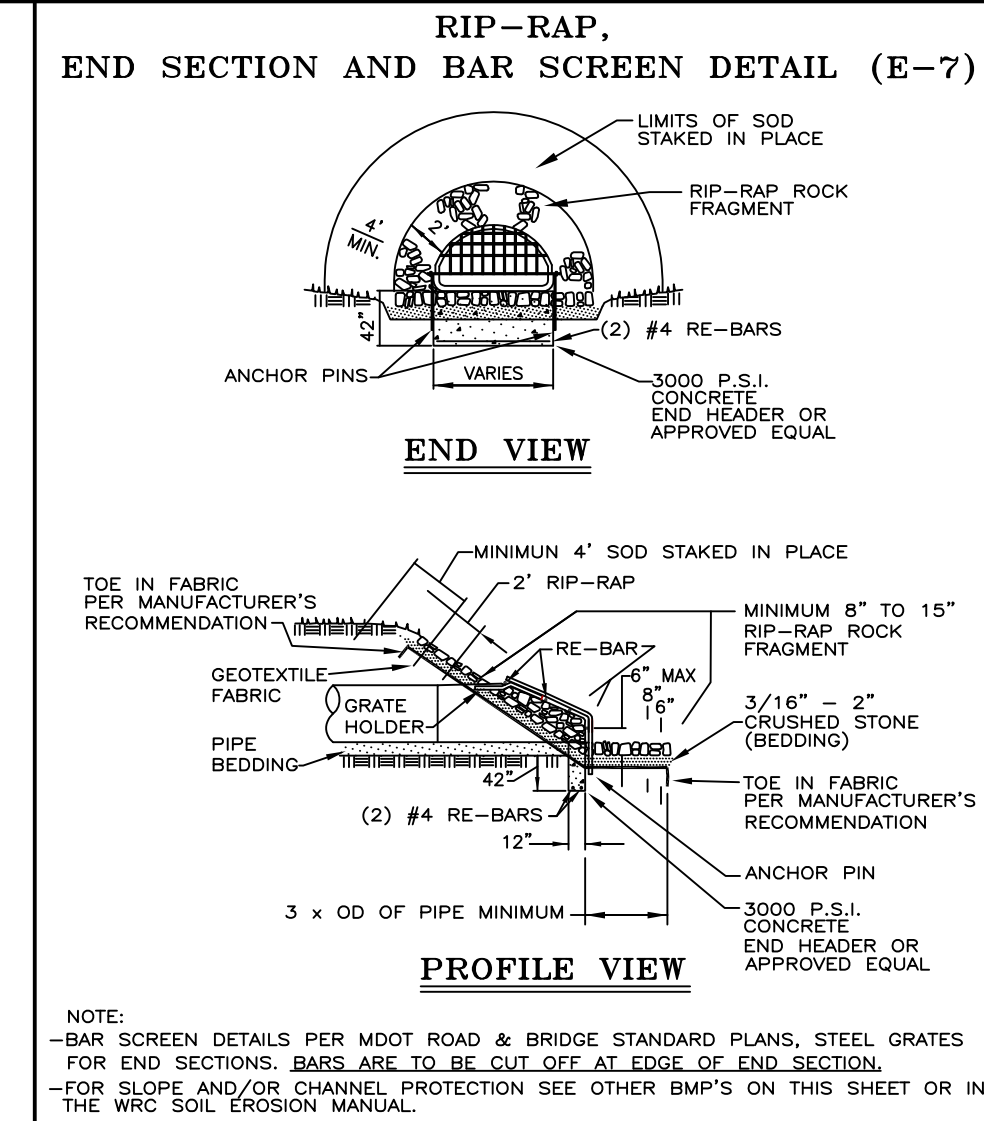
NOTE: 1" MINIMUM DIAMETER ORIFICE PROVIDED IN LIEU OF 0.39" DIAMETER. MAXIMUM RELEASE RATE THROUGH LOWER ORIFICE CALCULATED AS 1.0" DIAMETER

ORIFICE SIZING - MAX 100-YEAR OUTFLOW RATE = Q _P = C _O x A _O x SQRT(2 x g x h)			
Term	Variable	Value	Unit
Orifice diameter =	O _{ED-DIA} =	1.75	IN
Number of orifices at same elevation =	O _{ED-NO} =	1.00	Dimensionless
Total head at V ₁₀₀₀ water level =	h =	0.74	FT
Area of single orifice =	A _O =	0.0167	FT ²
Orifice coefficient =	C _O =	0.62	Dimensionless
Gravity constant =	g =	32.2	FT/S ²
Max outflow rate [thru 100-year orifice(s)] =	Q _{P-MAX-100} =	0.07	CFS

OUTLET CONTROL CALCULATIONS: MAX RISER OVERFLOW RATE

MAX COMBINED OUTFLOW RATE [VED Orifice(s) & V1000 Orifice(s)]			
Max outflow rate (Via V _{ED} orifice(s) w/ V ₁₀₀₀ Event) =	Q _{P-MAX-ED} =	0.04	CFS
Max outflow rate [thru 100-year orifice(s)] =	Q _{P-MAX-100} =	0.07	CFS
Allowable 100-year post development peak	Q _{1000P} =	0.11	CFS
Provided 100-year post-dev peak release rate =	Q _{100-Design} =	0.11	CFS
Key Rule Check: Allowable 100-year peak flow rate must be ≥ the Provided 100-year peak release rate			PASS

OUTLET CONTROL CALCULATIONS: COMBINED MAXIMUM OUTFLOW RATE





Agenda Item Summary

To: Village Council
From: Susie Stec, Planning & Economic Development Director
Warren Rothe, Village Manager

Re: ***Business Agenda - B. Second Reading of the Animal Ordinance***
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

At its September 16, 2025 meeting, the Village Council held a first reading of Ordinance 392, presented in two versions:

1. Version A (Ordinance 392-A): Permits the keeping of backyard chickens within the Village. (Article III)
2. Version B (Ordinance 392-B): Prohibits the keeping of backyard chickens. (Only includes Articles I and II)

For second reading, several modifications were made based on Council discussion and staff review. The key changes are summarized below. A full redline is provided in the attachments.

Articles I & II

Clarified definitions by removing a conflict involving rabbits in the categories of “domesticated animal” and “livestock.”

- Strengthened the definition of “reasonable control.”
- Revised provisions regarding dog pounds. The Village does not operate its own pound, and prior language created a conflict between Sec. 9-54 and Sec. 8-55.

Article III (Backyard Chickens – Version A only)

- Expanded the purpose clause.
- Removed references to GAAMP (Generally Accepted Agricultural and Management Practices) standards, as most apply to commercial operations rather than small-scale residential settings.
- Added a height limitation of eight feet for freestanding coops and pens.

General Revisions (both versions)

Updated the "savings clause" language.

Revised the effective date language for clarity and consistency.

The moratorium will expire on **October 11, 2025**. At a minimum, the Village Council must adopt revisions to Articles I and II of Chapter 8 before that date. If Ordinance 392 (either version) is adopted at the October 7, 2025, Council meeting, it will become effective upon publication. Submission to the *Oakland Press* by **Wednesday, October 8, 2025**, would allow the ordinance to be published and effective on **October 11, 2025**.

There are three attachments accompanying this memo:

1. **Ordinance 392-A (Redline)**: Full redline of all changes to Articles I-III.
2. **Ordinance 392-A (Clean)**: All three Articles, without redline formatting.
3. **Ordinance 392-B (Clean)**: Ordinance revisions that would prohibit chickens by excluding Article III. Articles I and II revisions are the same as in version "A."

Financial Impact:

Not Applicable

Recommendation:

Review the proposed versions and conduct a second reading.

Attachments:

1. Ordinance 392-A Allowing Chickens 2nd Reading REDLINE
2. Ordinance 392-A Allowing Chickens 2nd Reading CLEAN
3. Ordinance 392-B Prohibiting Chickens 2nd Reading CLEAN

**VILLAGE OF BEVERLY HILLS
ORDINANCE NO. 392-A**

**AN ORDINANCE TO AMEND CHAPTER 8 OF THE VILLAGE CODE FOR THE
VILLAGE OF BEVERLY HILLS CONCERNING ANIMALS**

The Village of Beverly Hills Ordains:

Section 1.01. Chapter 8 Animals of the Village of Beverly Hills Code is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 8-1 Intent.

The Village finds it prudent to provide standards to ensure that animals kept in the Village are cared for and treated humanely, housed in suitable and sanitary conditions. Simultaneously these standards are intended to promote the public health, safety, and welfare of the community as a whole, and ~~preventingprevent~~ the creation of nuisances and activities as a result of keeping animals.

Sec. 8-2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate care means the provision of sufficient food, water, shelter, sanitary conditions, exercise and veterinary medical attention in order to maintain an animal in a state of good health.

Animal Control Officer means the person or entity serving or designated by the Village of Beverly Hills, for the purpose of enforcement and administration of the provisions of this Chapter.

Dog means any dog, whether male, female, or unsexed.

Domesticated animal means any animal that is considered capable of adapting to living in a human environment and which is not likely to bite without provocation, nor cause death, maiming, or illness to human beings, including, but not limited to: dogs, cats (domesticated), birds (caged), fish, rodents (bred), Lagomorpha, reptiles, lizards and amphibians (nonpoisonous/nonvenomous). For the purpose of this Chapter, livestock, exotic animals or wild animals shall not be considered domesticated.

Exotic animal means those animals that are not domestic or any cross of those animals not domestic to the state of Michigan. Without limitation to the foregoing, the following animals shall be considered exotic ~~or vicious~~:

- (a) Apes, monkeys, chimpanzees, and related forms.
- (b) Poisonous/venomous reptiles, spiders, insects, and animals.
- (c) Constrictor snakes four (4) or more feet in length. Constrictor snakes less than four (4) feet in length must be kept in cages and not allowed to roam freely.

(d) Except as permitted by the Large Carnivore Act, MCL 287.1101, as amended, the following large carnivore:

- i. Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat: a lion, a leopard (including, but not limited to, a snow leopard or clouded leopard), a jaguar, a tiger, a cougar, a panther, a cheetah, a bobcat, a lynx, a mountain lion, or a puma.
- ii. A bear of a species that is native or nonnative to this state, whether a captive or wild bred.

(e) Non-domesticated carnivorous animals, including hybrid crosses of non-domesticated carnivorous animals, including, but not limited to, raccoons, skunks, and foxes.

(f) Predatory reptiles, including, but not limited to, crocodiles and alligators.

(g) Carnivorous fish, including, but not limited to, sharks.

(h) Flightless birds, including, but not limited to, ostrich.

(i) Large mammals that have a trunk, including, but not limited to, elephants.

(j) Hoofed mammals with an odd number of toes, including, but not limited to, rhinoceros and tapir.

(k) Hoofed mammals with an even number of toes, including, but not limited to, camels, sheep, and deer.

Owner ~~includes means~~ every person having a right or property in an animal, and every person who keeps or harbors an animal or cares for it, and every person who permits an animal to remain in or about their premises occupied or owned by such person, for a period of five days or more.

Livestock means those species of animals used for human food or for fiber or those species of animals used for service to humans. For purposes of this Chapter, livestock also includes, but is not limited to, cattle, sheep, new world camelids, old world camelids, goats, bison, privately-owned cervids, ratites, swine, equids, and poultry, ~~aquaculture species, and rabbits~~. Livestock does not include dogs or cats.

Public Nuisance means any condition, matter or item that unreasonably annoys, injures, or endangers the safety, health, comfort or repose of the public or any person; interferes with, obstructs, or renders dangerous any street, public place, highway, or navigable stream; depreciates or lowers property values; or in any way renders the public insecure in life or property. Any violation of this Chapter shall also constitute a Public Nuisance.

Reasonable control. A dog shall be deemed to be under "reasonable control" when said dog is held securely by a leash of suitable strength and length, by the owner, possessor, harborer ~~hereof~~ thereof or any other responsible person of suitable age and strength, confined in an enclosed vehicle or container or confined in the interior of the residence on the ~~owner's~~ owner, possessor, or harborer thereof or otherwise restricted to the boundaries of such occupied property by any permitted means.

Sanitary conditions means space free from health hazards, including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health and/or the health of

humans.

Shelter means adequate protection from the elements and weather conditions suitable for the age and physical condition of the animal so as to maintain the animal in a state of good health.

State of good health means freedom from disease and illness and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.

Tethering means the restraint and confinement of a dog by use of a chain, rope or similar device.

Vicious shall mean the propensity to do any act that might endanger the safety of any Person or property of another, including, but not limited to a disposition to mischief or fierceness as might lead to attack on human beings, other animals on public or private property without provocation, whether in play, anger or outbreak of untrained nature.

Wild animal means any animal that is not a domesticated animal or livestock and shall not be kept on any property in the Village of Beverly Hills.

Sec. 8-3. Keeping of Animals.

The keeping and raising of domesticated animals is permitted. The keeping, raising, and breeding of livestock, exotic animals and/or wild animals on any property in the Village of Beverly Hills shall be prohibited except for the keeping of chickens in accordance with Article III of this Chapter and honeybees in accordance with Section 8-6 of this Article. The slaughtering of any animal is prohibited on any property in the Village of Beverly Hills.

Sec. 8-4. Treatment of animals.

Without being deemed to permit a person to own, possess, harbor or otherwise bring an animal into the Village to the extent not permitted by this Chapter, an owner, possessor, harborer, or other person having charge or custody of an animal shall not do any of the following:

- (a) Fail to provide the animal with adequate care.
- (b) Cruelly drive, work, or beat an animal, or cause an animal to be cruelly driven, worked or beaten.
- (c) Carry or cause to be carried in or upon a vehicle or otherwise any live animal having the feet or legs tied together, other than an animal being transported for medical care, or a horse whose feet are hobbled to protect the horse during transport or in any other cruel and inhumane manner.
- (d) Carry or cause to be carried a live animal in or upon a vehicle or otherwise without providing a secure space, rack, car, crate, or cage in which livestock may stand and in which all other animals may stand, turn around and lie down during transportation.
- (e) Abandon an animal, or cause an animal to be abandoned, in any place, without making provisions for the animal's adequate care, unless premises are temporarily vacated for the

protection of human life during a disaster. An animal that is lost by an owner or custodian while traveling or walking shall not be regarded as abandoned under this section when the owner or custodian ~~has made~~is making a reasonable effort to locate the animal.

- (f) Willfully or negligently allow any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or non-ambulatory to suffer unnecessary neglect, torture or pain.
- (g) Tether a dog unless the tether is at least three times the length of the dog as measured from the tip of its nose to the base of its tail and is attached to a harness or non-choke collar designed for tethering.

Sec. 8-5. Cruelty.

(a) No person shall by use of any pit, pitfall, deadfall, snare, trap, net, baited hook or any similar device (except as permitted in a state-issued license), or by use of any drug, poison, chemical or explosive injure or kill any animal; nor shall any person at any time or in any manner whatever molest, harass, or annoy any animal within the limits of the Village.

(b) No person shall willfully, maliciously and without just cause or excuse kill, torture, mutilate, maim, or disfigure an animal or who willfully and maliciously and without just cause or excuse administer poison to an animal, or expose an animal to any poisonous substance, other than a substance that is used for therapeutic veterinary medical purposes, with the intent that the substance be taken, ~~or~~swallowed, or otherwise absorbed by the animal.

(c) No person shall intentionally or negligently cause or permit an animal to suffer unnecessary pain.

(d) No person shall molest, injure, kill or capture any wild bird, or disturb the nest of any wild bird, unless otherwise permitted by law.

(e) Every person lawfully keeping any animal shall maintain the premises in which it is kept in a sanitary condition and free of insects, rodents and other vermin, and obnoxious odors.

(f) This section does not prohibit the lawful killing of an animal pursuant to any of the following:

- i. Trapping or other legalized wildlife control; or
- ii. Pest or rodent control.

Sec. 8-6. Honeybees.

The keeping of bees shall be permitted on any property containing a single-family residence subject to the following:

- (a) Only honeybees, specifically genus *Apis* of the family *Apidae* may be kept within hives.

- (b) Hive enclosures shall be kept in the rear yard and setback a minimum of ten feet from any side or rear lot line and at least 25 feet from any principal residential structure on adjacent property. Hive enclosures shall be at least 12 inches above grade.
- (c) A flywall barrier of six feet in height shall be installed to shield any part of a property line that is within twenty-five feet of a hive subject to the following:
 - i. The flywall may be comprised of a lattice fence, dense hedge, or similar barrier, or combination thereof.
 - ii. The flywall must be established in front of the opening of the hive, such that honeybees can fly upward and away from neighboring properties, which flywall shall be located within five feet of the entrance of the hive and shall extend at least two feet in width on either side of the hive opening.
- (d) The provisions of this Section are independent of and are not intended to and do not supersede or affect any private restriction, covenant, or bylaw that may apply to the property. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.

Sec. 8-7. Dead animals.

The owner of any dead dog or other animal shall promptly dispose of the remains in such manner as not to cause a nuisance and otherwise not to create an offensive or malodorous condition.

Sec. 8-8. Animals Deemed Public Nuisances.

Any animal which shall, by loud, frequent, habitual, or continued noises, cause disturbance to the neighborhood, or which shall injure or destroy real or personal property of persons other than its owner, or molest or injure any person, or shall cause unsanitary conditions because of droppings, uneaten food, or any other thing ~~to~~ which causes odor and/or attraction of insects, rodents, and/or other vermin, shall be deemed a public nuisance per se, and the owner deemed in violation of the provisions of this Chapter.

Sec. 8-9. Responsibility for damages.

Every owner, possessor or harbinger of an animal shall be liable for damages, and any and all injuries to persons or property caused by such animal, to be determined and collected in appropriate civil proceedings, and nothing in this chapter shall be construed to impose any liability upon the Village, the Township of Southfield, and/or their respective officers, agents or employees for any damages to persons or property caused by such animal.

Sec. 8-10. Penalties.

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

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

(c) ~~*Impoundment*~~*Ordinance Violations.* The Animal Control Officer and Village Public Safety Officer are hereby authorized, upon witnessing of violation of this chapter, in addition to seizing and impounding such dog or animal, to issue to the owner, possessor or harbinger of such dog or animal, an ordinance violation *ticket* which shall include the date, time and location of the offense, and shall include the applicable section number of the ordinance of which the owner, possessor or harbinger of such dog or animal is in violation, wherein the Animal Control Officer or Village Public Safety Officer has determined that the owner, possessor or harbinger of such dog or animal has been in violation of the same offense one or more times within the previous one year period. All further proceedings shall be had in accordance with the rules and practices of the District Court of the State.

Sec. 8-11. Enforcement.

The provisions of this Chapter may be enforced by the Animal Control Officer(s) of the Village and by any Public Safety Officers of the Village.

Sec. 8-12. Authority to inquire.

It shall be the duty of the Animal Control Officer to make diligent inquiry as to the dogs owned, harbored or kept within the Village and whether such dogs are licensed *and are up-to-date on their required vaccinations*, and whether such owner, possessor or harbinger is in violation of any other provisions of this chapter. Any dog found unlicensed may be seized and impounded by the Animal Control Officer. If the owner, possessor or harbinger of such dog is known, the Animal Control Officer may issue a notice of violation to appear at the Township Clerk's office, or agent, within 72 hours, not including Saturdays, Sundays, or holidays, to procure a license for such dog. Failure of owner, possessor or harbinger to appear and procure such license may result in the issuance of an ordinance violation *ticket* by the said Animal Control Officer for violation of the licensing provisions of this Chapter.

Sec. 8-13. Violation notices.

All violation tickets shall be handled by the 46th District Court at the City of Southfield.

Secs. 8-~~13~~14 - 8-40. Reserved.

ARTICLE II. DOGS AND CATS

Sec. 8-41. Cats.

(a) *Cat control.* It shall be unlawful for any person in the Village to have possession or custody

of any cat without having it under control and/or confined to the person's premises at all times, provided that the provisions of this section shall not apply to possession or custody of any cat less than six months of age when proof of age can be, and on request is, submitted to either the public safety officer or animal control officer.

(b) *Cat possession.* It shall be unlawful for any person in the Village to possess, harbor, shelter, or keep more than 4 adult cats. For the purpose of this Chapter, an adult cat shall be deemed to be any cat six months of age or older. It shall also be unlawful to maintain any cat so as to create a nuisance by way of noise, odor or otherwise.

Sec. 8-42. Duty to keep dog under reasonable control.

No person owning a dog shall permit or allow the same to leave said person's premises, except when such dog is under reasonable control as defined in Section 8-1. No dog shall be permitted or allowed to run at large.

Sec. 8-43. Barking dog.

No person shall own any dog which by loud or frequent or habitual barking or yelping or howling becomes a nuisance to a reasonable person of ordinary sensibilities.

Sec. 8-44. Vicious dog.

No person shall own a vicious dog or a dog that has been bitten by any animal known to have been afflicted with rabies. A dog may be deemed vicious if the Village and the Township of Southfield have received more than one bite report involving the same dog. Any dog found to be vicious or afflicted with rabies shall be destroyed unless otherwise disposed as provided herein.

Sec. 8-45. Location and housing.

All dog houses/shelters shall be in a strategically located place so as to provide adequate shade in the summer months. Yards and/or exercise or dog runs shall be kept free of dog droppings, uneaten food, kept clean and maintained in a sanitary condition including so as not to be a nuisance because of odor or attraction for insects, rodents, and other and vermin.

Shelter for a dog shall include one or more of the following:

- (1) The residence of the dog's owner or other individual;
- (2) A doghouse that is an enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog. The doghouse shall have dry bedding when the outdoor temperature is or is predicted to drop below freezing;
- (3) A structure, including, but not limited to, a garage, barn, or shed that is sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a doghouse as provided under Subsection (2) of this definition that is accessible to the dog.

Sec. 8-46. Fecal matter.

It shall be unlawful for any person to permit a dog owned, harbored or possessed by that person to deposit fecal matter in any place other than the premises where the dog is harbored and kept unless such fecal matter is immediately collected and removed to the premises where the dog is harbored or kept, or placed in a designated receptacle

Sec. 8-47. License required; Number of Dogs Allowed.

It shall be unlawful for any person to own, possess or harbor any dog four months of age or older in the Village unless such dog is licensed as hereinafter provided, or to own, possess, or harbor any dog four months of age or over that does not at all times wear a collar or harness with current, issued license tag attached. Such license tag shall be nontransferable to any other dog. No person shall keep more than three dogs of the age of four months or over on any property in the Village, unless authorized as a kennel under Section 8-52 of this Article.

Sec. 8-48. Licensing procedure.

(a) Licenses to own a dog shall be issued by the Township Clerk or authorized agent upon application made therefor, together with payment of the license fee provided in this article.

(b) It shall be the duty of any person owning a dog, on January 1 of any subsequent year thereafter, or on or after any dog becomes four months of age, or forthwith upon becoming a resident of the Village, or becoming an owner of such dog, to make application to the Township Clerk, giving the full name and residence of the applicant and presentation of a current certificate of vaccination for rabies, with a vaccine licensed by the U.S. Department of Agriculture, signed by an accredited veterinarian. The certificate shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. A license shall not be issued if the dog's current rabies vaccination will expire more than 30 days before the date on which the requested license would expire. Such application shall state the breed, sex, age, color and markings of such dog, the owner's name and address, and the name and address of the previous owner. Upon payment of the license fee, and if all other requirements have been satisfied, the Township Clerk or authorized agent shall issue to each applicant a license to own or harbor a dog for the term commencing at the date of such license and terminating December 31 following. For each license, the Township Clerk shall, at the time and before issuing the same and for each renewal thereof, collect from each applicant a license fee set by the Township Board by resolution, from time to time, for each dog four months of age or over.

Sec. 8-49. Violation ticket.

When a violation ticket is issued for failure to obtain a dog license, the owner, possessor or harbinger must purchase a current license from the Township Office and show proof of same to the Court Office before violation payment will be accepted.

Sec. 8-50. Fees.

License fees shall be set by resolution of the Township Board of Trustees or licensing agency.

There shall be a fee for each dog, in case of a dog which has been duly licensed in another county, township, city or village in the State, if application is made by the owner of such dog within 30 days after taking up residence in the Village and at least 60 days prior to the expiration of the owner's foreign license, the Township Clerk shall collect a fee for each dog. The Township Clerk shall retain and file such foreign license but shall return it to the owner on demand if at any time the owner returns to the owner's former jurisdiction or for any other cause desires the return of the owner's Township of Southfield license in exchange therefor. Any person becoming the owner of any dog after April 1 of any year shall forthwith apply for and secure a license for such dog, which license shall be issued without penalty, in the event such application be made within 30 days after applicant has acquired such dog or after such dog has reached the age of four months. Any owner of a dog failing to obtain a license as provided herein prior to March 31 shall pay a double fee for such license. In situations where a dog is acquired or becomes four months of age, or a dog owner begins residing in the Village after July 1, the owner shall only be required to pay one-half of the annual fee. Duplicates of a license shall be issued upon payment of the required fee.

Sec. 8-51. Term of license.

All licenses issued under the provisions of this article shall be valid and operative for a term beginning the date of such license in the calendar year for which such license is issued and terminating on December 31st of said year.

Sec. 8-52. Application for kennel license.

No person shall own or operate any dog kennel in the Village in a residential zone. For the purpose of this section, a kennel shall be construed as an establishment wherein or whereon any person keeps three or more dogs, six months old or older, regardless of whether any remuneration is received therefor, for the purpose of breeding, boarding, training, sale, or sporting purposes. A kennel may be operated in a nonresidential district within the Village if an authorized use in that zone district.

Sec. 8-53. Dog pound.

The Village will not establish a dog pound but will use the facilities of area veterinarians when and where approved and available.

Sec. 8-54. Impounding of dogs.

It shall be the duty of the Animal Control Officer to take up, seize and ~~place in the dog pound~~impound all dogs that may be found running at large or being kept or harbored in any place within the Village contrary to the provisions of this chapter.

Sec. 8-55. Release of dogs.

(a) No dog shall be released from ~~the pound~~impoundment unless the owner, possessor or harborer or authorized agent shall pay a fee as required.

(b) The owner, possessor or harbinger of any unlicensed dog must present proof of immunizations within 72 hours of release of said dog or be subject to the issuance of an ordinance violation for owning, possessing or harboring an unlicensed dog. The cost of immunization and licensing shall be paid by the owner, possessor or harbinger, in addition to the fees herein provided.

Sec. 8-56. Unclaimed dogs.

All dogs not claimed and released to the owner within four days, not including the first day of impoundment, shall be destroyed, or if the animal is deemed valuable by the Animal Warden, the same may be sold for the total amount of fees for boarding, provided that said dog is properly immunized and licensed at the cost of the purchaser.

Sec. 8-57. Confining dog for observation.

Any person who shall own a dog which has contracted rabies, or which has been subjected to same, or which is suspected of having rabies, or which has bitten any person shall, upon demand of the Animal Control Officer, produce and surrender up such dog to the Animal Control Officer to be held at a licensed veterinarian or at the owner's home for treatment and observation for whatever period is necessary to ascertain the extent of the rabies; such confinement shall be the sole expense of the owner of said dog, and without expense or risk on the part of the Village and the Township of Southfield. In lieu of such delivering up of such dog as aforesaid, such person shall have the option of delivering such dog to an approved veterinarian for treatment and observation for rabies, and shall furnish to the Animal Control Officer written evidence that such dog has been so delivered, such confinement, observation, and treatment shall be at the sole expense of the owner of said dog.

Sec. 8-58. Dog bitten by another dog.

It shall be the duty of any person owning a dog which has been attacked or bitten by another dog or another animal showing symptoms of rabies to immediately notify the Animal Control Officer that such person has possession of such a dog, and such person shall comply with all lawful orders and requirements of the Animal Control Officer regarding treatment of such dog for rabies.

Sec. 8-59. Quarantine.

The Animal Control Officer is hereby authorized to require that any dog or animal be quarantined or that a quarantine be established by the Village and the Township of Southfield for a defined period, whenever in the Officer's opinion such measures are necessary in order to protect the health, safety and welfare of the people of the Village and the Township of Southfield.

ARTICLE III. CHICKENS

The keeping of chickens shall be permitted within the single-family residential districts in the Village subject to the regulations contained within this Article. The regulations in this Article are intended to establish the conditions under which chickens may be kept in certain residential areas of the Village of Beverly Hills. Some residents wish to raise chickens because of a desire for

healthier dietary practices, community sustainability and resilience, and greater access to safe and healthy food options. Concerns about disease and pestilence exist when farm animals and people live in proximity. Nuisance concerns also exist, due to odors, noises, and other impacts associated with farm animals. The regulations in this Article are intended to address these concerns, allow chickens on residential parcels and lots, and minimize social conflict and public health impacts.

Sec. 8-60. Keeping of Chickens

- (a) *Permit Required.* Any person residing in a single-family detached dwelling on residential zoned property may keep chickens on the property after obtaining an annual permit from the Village pursuant to Sec. 8-61 of this Article.
- (b) *Minimum Lot-Size.* Permits shall only be issued for properties containing a single-family detached dwelling on parcels that are larger than ½ acres (21,780 square feet).
- (c) *Number of Chickens.* No more than 4 hen chickens may be kept at any time.
- (d) *Birds Prohibited.* Roosters or any other type of class of fowl or poultry are prohibited.
- (e) *Slaughtering.* Slaughtering of chickens at the property is prohibited.
- (f) *Personal Use.* Chickens may only be kept on the property for personal use and not for any business or commercial use.

~~(g) *GAAMP Requirements.* Chickens shall be kept in compliance with the terms of this Article and otherwise in compliance with the publication issued by the State entitled Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as it relates to laying chickens, as amended. To the extent of a conflict between the applicable terms and provisions of this Article and such publication, the more stringent and restrictive of such terms and provisions shall apply.~~

~~(h)~~(g) *Feed Storage and Feeding Practices.*

- i. Appropriate feeder containers shall be used for all feeding and watering. Feeders shall either be kept inside the coop or suspended from the ground in a manner that prevents access by rodents.
- ii. All feed stored outside the residential dwelling shall be contained in a metal container with a tight-fitting lid to prevent access by rodents, raccoons, or other vermin.
- iii. All feed and other items associated with the keeping of chickens shall be kept in an enclosed structure, except when in active use.
- iv. All food not consumed before nightfall shall not be scattered or placed in bowls on the ground, and must be removed and securely stored.

~~(i)~~(h) *Manure.* All chicken manure that is stored on the property shall be placed in a fully enclosed, rodent-proof container with a tight-fitting lid. The quantity of stored manure shall not exceed three (3) cubic feet at any time. Any manure not actively being used for composting or fertilizing shall be removed from the property.

~~(j)~~(i) *Nuisance Prevention.* Any person keeping hens shall remain subject to public nuisance and other associated codes and ordinances, including, but not limited to, noise, odor, and blight.

~~(k)~~(j) *Containment.* Chickens shall always be kept inside a pen or coop and must be shut in their coop from sunset to sunrise. Coops and pens shall comply with Section 8-62 of this Article.

Sec. 8-61. Permit & Inspections

- (a) *Compliance Required.* Any person(s) ~~wishing~~ desiring to keep chickens must obtain a permit and comply with the standards contained within this ~~Article~~ Chapter.
- (b) *Permit Approval, Inspection, and Revocation.* Completed permit applications shall be submitted to the building and code enforcement department along with the fee which shall be established by Village Council resolution. Approved permit holders shall schedule an inspection within 30 days of permit issuance. Failure to schedule an inspection shall result in an automatic suspension of the permit. If an inspection identifies noncompliance with any of the requirements set forth in this ~~article~~ Chapter, the permit holder shall have 14 days after being served with written notice of noncompliance to achieve compliance with the requirements, or the Village may revoke the permit or cite the violation as a municipal civil infraction. Permit revocations may be appealed to the Village Council within 10 days, with a hearing provided. At the conclusion of the hearing, the Village Council shall affirm, reverse, or modify the revocation.
- (c) *Additional Permit Standards.* Permits ~~shall be valid for up to one year~~, shall be non-transferable, site-specific and shall expire one year from the date on which it was issued unless sooner revoked pursuant to the provisions of this Article. A person who wants to continue keeping chickens must obtain a new permit prior to expiration of the previous permit.
- (d) *Additional Inspections.* After an initial inspection, permitted coops shall be inspected at least one additional time during the permit term.

Sec. 8-62. Coops and Pens.

- (a) *Enclosures Defined and Required.* A coop ~~(typically called a henhouse)~~ is a completely enclosed structure that provides shelter for chickens. A *pen* is a fenced enclosure, typically attached to the coop, ~~that is~~ and mostly open to the elements, that allows the chickens to leave the coop while remaining in a predator safe environment. A coop may be housed within an accessory structure provided that all requirements of this Section are met.
- (b) *Size.*
 - i. Freestanding Coops. When the coop and pen are located entirely outdoors, the combined total size of the coops and pens shall not exceed 80 square feet in size.
 - ii. Coops within Accessory Structures. Where the coop is housed within an existing accessory structure, the pen provided for outdoor access shall not exceed forty (40) square feet in size.
 - iii. Applicability of Accessory Structure Standards. Freestanding coops and pens are considered accessory buildings and are subject to the standards enumerated in Sec. 46-170 of the Village Code related to the number of allowable accessory buildings and their combined floor area.
- (c) *Location.*
 - i. Freestanding Coops and Pens. Freestanding coops and pens (including any combined coop and pen) shall be located only in the rear yard, shall not exceed eight (8) feet in height, and shall be setback a minimum of ten (10) feet from any side or rear lot line and at least thirty (30) feet from any ~~principle~~ principal residential structure on adjacent property.

- ii. Coops within Accessory Structures. Where a coop is housed within an existing accessory structure, the coop shall be exempt from the setback requirements of this Section. ~~However, Any~~ pen provided for outdoor access shall comply with the setback requirements applicable to freestanding pens.
- (d) *Pen Height.* If the pen is not fully covered, it must be at least forty-two (42) inches in height and the birds' wing(s) must be clipped to prevent escape.
- (e) *Coop Features.* Coops shall have a roof and door that can be tightly secured. They shall be ~~readily-easily~~ accessible for cleaning. They shall be properly ventilated and provided with natural or artificial light sufficient for the health of the chickens.
- (f) *Construction.* Coops and pens shall be constructed of high quality, durable materials such as treated wood, vinyl, or metal mesh, excluding corrugated metal, sheet metal, plastic tarps, or scrap lumber and shall be properly maintained in accordance with the International Property Maintenance Code adopted in Chapter Nine of the Village Code, as amended.
- (g) *Predator, Insect, and Rodent Protection.*
 - i. The coop must have a door which must be closed and locked from sundown to sunrise to protect the chickens from predators.
 - ii. Coops shall be constructed and maintained in a manner to prevent insects, rodents, vermin, or other animals from harboring beneath or entering the coop. Approved mMethods of achieving this include the use of a rat wall or similar block foundation or elevating the coop to a minimum height of 12 inches off the ground. The Village may approve other methods of achieving the required prevention.
- (h) *Removal of Coops and Pens.* Freestanding Coops and pens shall be removed within sixty days following the expiration of a permit, unless a new permit has been obtained.

Sec. 8-63 Private restrictions.

The provisions of this Article are independent of and are not intended to and do not supersede or affect any private restriction, covenant, or bylaw that may apply to the property. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.

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

Section 3.01. SAVING CLAUSE. All proceedings pending and all rights and liabilities existing, acquired or incurred under the existing Chapter 8 at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced. To the extent proceedings were not pending or rights and liabilities were existing, acquired, or incurred, they shall be thereafter subject to the limitation standards and regulations or requirements of the new Chapter 8.

Section 4.01. REPEALER. The current Chapter 8 of the Village of Beverly Hills Municipal Code is ~~hereby~~ repealed upon the effective date of this Ordinance.

Section 5.01. EFFECTIVE DATE. The provisions of this Ordinance shall become effective 20-on October 11, 2025, ~~days~~ following its publication in The EagleOakland Press, a newspaper circulated within said Village.

Made and passed by the Village Council of the Village of Beverly Hills this ___ day of _____ 2025.

John George, Village President

Carissa Brown, Village Clerk

CERTIFICATION

I, CARISSA BROWN, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the ___ day of _____, 2025.

CARISSA BROWN, Village Clerk

**VILLAGE OF BEVERLY HILLS
ORDINANCE NO. 392-A**

**AN ORDINANCE TO AMEND CHAPTER 8 OF THE VILLAGE CODE FOR THE
VILLAGE OF BEVERLY HILLS CONCERNING ANIMALS**

The Village of Beverly Hills Ordains:

Section 1.01. Chapter 8 Animals of the Village of Beverly Hills Code is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 8-1 Intent.

The Village finds it prudent to provide standards to ensure that animals kept in the Village are cared for and treated humanely, housed in suitable and sanitary conditions. Simultaneously these standards are intended to promote the public health, safety, and welfare of the community as a whole, and prevent the creation of nuisances and activities as a result of keeping animals.

Sec. 8-2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate care means the provision of sufficient food, water, shelter, sanitary conditions, exercise and veterinary medical attention in order to maintain an animal in a state of good health.

Animal Control Officer means the person or entity serving or designated by the Village of Beverly Hills, for the purpose of enforcement and administration of the provisions of this Chapter.

Dog means any dog, whether male, female, or unsexed.

Domesticated animal means any animal that is considered capable of adapting to living in a human environment and which is not likely to bite without provocation, nor cause death, maiming, or illness to human beings, including, but not limited to: dogs, cats (domesticated), birds (caged), fish, rodents (bred), Lagomorpha, reptiles, lizards and amphibians (nonpoisonous/nonvenomous). For the purpose of this Chapter, livestock, exotic animals or wild animals shall not be considered domesticated.

Exotic animal means those animals that are not domestic or any cross of those animals not domestic to the state of Michigan. Without limitation to the foregoing, the following animals shall be considered exotic:

- (a) Apes, monkeys, chimpanzees, and related forms.
- (b) Poisonous/venomous reptiles, spiders, insects, and animals.
- (c) Constrictor snakes four (4) or more feet in length. Constrictor snakes less than four (4) feet in length must be kept in cages and not allowed to roam freely.

- (d) Except as permitted by the Large Carnivore Act, MCL 287.1101, as amended, the following large carnivore:
- i. Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat: a lion, a leopard (including, but not limited to, a snow leopard or clouded leopard), a jaguar, a tiger, a cougar, a panther, a cheetah, a bobcat, a lynx, a mountain lion, or a puma.
 - ii. A bear of a species that is native or nonnative to this state, whether a captive or wild bred.
- (e) Non-domesticated carnivorous animals, including hybrid crosses of non-domesticated carnivorous animals, including, but not limited to, raccoons, skunks, and foxes.
- (f) Predatory reptiles, including, but not limited to, crocodiles and alligators.
- (g) Carnivorous fish, including, but not limited to, sharks.
- (h) Flightless birds, including, but not limited to, ostrich.
- (i) Large mammals that have a trunk, including, but not limited to, elephants.
- (j) Hoofed mammals with an odd number of toes, including, but not limited to, rhinoceros and tapir.
- (k) Hoofed mammals with an even number of toes, including, but not limited to, camels, sheep, and deer.

Owner means every person having a right or property in an animal, and every person who keeps or harbors an animal or cares for it, and every person who permits an animal to remain in or about their premises occupied or owned by such person, for a period of five days or more.

Livestock means those species of animals used for human food or for fiber or those species of animals used for service to humans. For purposes of this Chapter, livestock also includes, but is not limited to, cattle, sheep, new world camelids, old world camelids, goats, bison, cervids, ratites, swine, equids, and poultry. Livestock does not include dogs or cats.

Public Nuisance means any condition, matter or item that unreasonably annoys, injures, or endangers the safety, health, comfort or repose of the public or any person; interferes with, obstructs, or renders dangerous any street, public place, highway, or navigable stream; depreciates or lowers property values; or in any way renders the public insecure in life or property. Any violation of this Chapter shall also constitute a Public Nuisance.

Reasonable control. A dog shall be deemed to be under "reasonable control" when said dog is held securely by a leash of suitable strength and length, by the owner, possessor, harborer thereof or any other responsible person of suitable age and strength, confined in an enclosed vehicle or container or confined in the interior of the residence on the occupied property of the owner, possessor, or harborer thereof or otherwise restricted to the boundaries of such occupied property by any permitted means.

Sanitary conditions means space free from health hazards, including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health and/or the health of humans.

Shelter means adequate protection from the elements and weather conditions suitable for the age and physical condition of the animal so as to maintain the animal in a state of good health.

State of good health means freedom from disease and illness and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.

Tethering means the restraint and confinement of a dog by use of a chain, rope or similar device.

Vicious shall mean the propensity to do any act that might endanger the safety of any Person or property of another, including, but not limited to a disposition to mischief or fierceness as might lead to attack on human beings, other animals on public or private property without provocation, whether in play, anger or outbreak of untrained nature.

Wild animal means any animal that is not a domesticated animal or livestock and shall not be kept on any property in the Village of Beverly Hills.

Sec. 8-3. Keeping of Animals.

The keeping and raising of domesticated animals is permitted. The keeping, raising, and breeding of livestock, exotic animals and/or wild animals on any property in the Village of Beverly Hills shall be prohibited except for the keeping of chickens in accordance with Article III of this Chapter and honeybees in accordance with Section 8-6 of this Article. The slaughtering of any animal is prohibited on any property in the Village of Beverly Hills.

Sec. 8-4. Treatment of animals.

Without being deemed to permit a person to own, possess, harbor or otherwise bring an animal into the Village to the extent not permitted by this Chapter, an owner, possessor, harborer, or other person having charge or custody of an animal shall not do any of the following:

- (a) Fail to provide the animal with adequate care.
- (b) Cruelly drive, work, or beat an animal, or cause an animal to be cruelly driven, worked or beaten.
- (c) Carry or cause to be carried in or upon a vehicle or otherwise any live animal having the feet or legs tied together, other than an animal being transported for medical care, or a horse whose feet are hobbled to protect the horse during transport or in any other cruel and inhumane manner.
- (d) Carry or cause to be carried a live animal in or upon a vehicle or otherwise without providing a secure space, rack, car, crate, or cage in which livestock may stand and in which all other animals may stand, turn around and lie down during transportation.
- (e) Abandon an animal, or cause an animal to be abandoned, in any place, without making provisions for the animal's adequate care, unless premises are temporarily vacated for the protection of human life during a disaster. An animal that is lost by an owner or custodian while traveling or walking shall not be regarded as abandoned under this section when the

owner or custodian is making a reasonable effort to locate the animal.

- (f) Willfully or negligently allow any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or non-ambulatory to suffer unnecessary neglect, torture or pain.
- (g) Tether a dog unless the tether is at least three times the length of the dog as measured from the tip of its nose to the base of its tail and is attached to a harness or non-choke collar designed for tethering.

Sec. 8-5. Cruelty.

(a) No person shall by use of any pit, pitfall, deadfall, snare, trap, net, baited hook or any similar device (except as permitted in a state-issued license) or by use of any drug, poison, chemical or explosive injure or kill any animal; nor shall any person at any time or in any manner whatever molest, harass, or annoy any animal within the limits of the Village.

(b) No person shall willfully, maliciously and without just cause or excuse kill, torture, mutilate, maim, or disfigure an animal or who willfully and maliciously and without just cause or excuse administer poison to an animal, or expose an animal to any poisonous substance, other than a substance that is used for therapeutic veterinary medical purposes, with the intent that the substance be taken, swallowed, or otherwise absorbed by the animal.

(c) No person shall intentionally or negligently cause or permit an animal to suffer unnecessary pain.

(d) No person shall molest, injure, kill or capture any wild bird, or disturb the nest of any wild bird, unless otherwise permitted by law.

(e) Every person lawfully keeping any animal shall maintain the premises in which it is kept in a sanitary condition and free of insects, rodents and other vermin, and obnoxious odors.

(f) This section does not prohibit the lawful killing of an animal pursuant to any of the following:

- i. Trapping or other legalized wildlife control; or
- ii. Pest or rodent control.

Sec. 8-6. Honeybees.

The keeping of bees shall be permitted on any property containing a single-family residence subject to the following:

- (a) Only honeybees, specifically genus *Apis* of the family *Apidae* may be kept within hives.
- (b) Hive enclosures shall be kept in the rear yard and setback a minimum of ten feet from any side or rear lot line and at least 25 feet from any principal residential structure on adjacent property. Hive enclosures shall be at least 12 inches above grade.

- (c) A flywall barrier of six feet in height shall be installed to shield any part of a property line that is within twenty-five feet of a hive subject to the following:
 - i. The flywall may be comprised of a lattice fence, dense hedge, or similar barrier, or combination thereof.
 - ii. The flywall must be established in front of the opening of the hive, such that honeybees can fly upward and away from neighboring properties, which flywall shall be located within five feet of the entrance of the hive and shall extend at least two feet in width on either side of the hive opening.
- (d) The provisions of this Section are independent of and are not intended to and do not supersede or affect any private restriction, covenant, or bylaw that may apply to the property. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.

Sec. 8-7. Dead animals.

The owner of any dead dog or other animal shall promptly dispose of the remains in such manner as not to cause a nuisance and otherwise not to create an offensive or malodorous condition.

Sec. 8-8. Animals Deemed Public Nuisances.

Any animal which shall, by loud, frequent, habitual, or continued noises, cause disturbance to the neighborhood, or which shall injure or destroy real or personal property of persons other than its owner, or molest or injure any person, or shall cause unsanitary conditions because of droppings, uneaten food, or any other thing which causes odor and/or attraction of insects, rodents, and/or other vermin, shall be deemed a public nuisance per se, and the owner deemed in violation of the provisions of this Chapter.

Sec. 8-9. Responsibility for damages.

Every owner, possessor or harbinger of an animal shall be liable for damages, and any and all injuries to persons or property caused by such animal, to be determined and collected in appropriate civil proceedings, and nothing in this chapter shall be construed to impose any liability upon the Village, the Township of Southfield, and/or their respective officers, agents or employees for any damages to persons or property caused by such animal.

Sec. 8-10. Penalties.

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

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

chapter.

(c) *Ordinance Violations.* The Animal Control Officer and Village Public Safety Officer are hereby authorized, upon witnessing of violation of this chapter, in addition to seizing and impounding such dog or animal, to issue to the owner, possessor or harbinger of such dog or animal, an ordinance violation ticket which shall include the date, time and location of the offense, and shall include the applicable section number of the ordinance of which the owner, possessor or harbinger of such dog or animal is in violation, wherein the Animal Control Officer or Village Public Safety Officer has determined that the owner, possessor or harbinger of such dog or animal has been in violation of the same offense one or more times within the previous one year period. All further proceedings shall be had in accordance with the rules and practices of the District Court of the State.

Sec. 8-11. Enforcement.

The provisions of this Chapter may be enforced by the Animal Control Officer(s) of the Village and by any Public Safety Officers of the Village.

Sec. 8-12. Authority to inquire.

It shall be the duty of the Animal Control Officer to make diligent inquiry as to the dogs owned, harbored or kept within the Village and whether such dogs are licensed and are up-to-date on their required vaccinations, and whether such owner, possessor or harbinger is in violation of any other provisions of this chapter. Any dog found unlicensed may be seized and impounded by the Animal Control Officer. If the owner, possessor or harbinger of such dog is known, the Animal Control Officer may issue a notice of violation to appear at the Township Clerk's office, or agent, within 72 hours, not including Saturdays, Sundays, or holidays, to procure a license for such dog. Failure of owner, possessor or harbinger to appear and procure such license may result in the issuance of an ordinance violation ticket by the said Animal Control Officer for violation of the licensing provisions of this Chapter.

Sec. 8-13. Violation notices.

All violation tickets shall be handled by the 46th District Court at the City of Southfield.

Secs. 8-14 - 8-40. Reserved.

ARTICLE II. DOGS AND CATS

Sec. 8-41. Cats.

(a) *Cat control.* It shall be unlawful for any person in the Village to have possession or custody of any cat without having it under control and/or confined to the person's premises at all times, provided that the provisions of this section shall not apply to possession or custody of any cat less than six months of age when proof of age can be, and on request is, submitted to either the public

safety officer or animal control officer.

(b) *Cat possession.* It shall be unlawful for any person in the Village to possess, harbor, shelter, or keep more than 4 adult cats. For the purpose of this Chapter, an adult cat shall be deemed to be any cat six months of age or older. It shall also be unlawful to maintain any cat so as to create a nuisance by way of noise, odor or otherwise.

Sec. 8-42. Duty to keep dog under reasonable control.

No person owning a dog shall permit or allow the same to leave said person's premises, except when such dog is under reasonable control as defined in Section 8-1. No dog shall be permitted or allowed to run at large.

Sec. 8-43. Barking dog.

No person shall own any dog which by loud or frequent or habitual barking or yelping or howling becomes a nuisance to a reasonable person of ordinary sensibilities.

Sec. 8-44. Vicious dog.

No person shall own a vicious dog or a dog that has been bitten by any animal known to have been afflicted with rabies. A dog may be deemed vicious if the Village and the Township of Southfield have received more than one bite report involving the same dog. Any dog found to be vicious or afflicted with rabies shall be destroyed unless otherwise disposed as provided herein.

Sec. 8-45. Location and housing.

All dog houses/shelters shall be in a strategically located place so as to provide adequate shade in the summer months. Yards and/or exercise or dog runs shall be kept free of dog droppings, uneaten food, kept clean and maintained in a sanitary condition including so as not to be a nuisance because of odor or attraction for insects, rodents, and other and vermin.

Shelter for a dog shall include one or more of the following:

- (1) The residence of the dog's owner or other individual;
- (2) A doghouse that is an enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog. The doghouse shall have dry bedding when the outdoor temperature is or is predicted to drop below freezing;
- (3) A structure, including, but not limited to, a garage, barn, or shed that is sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a doghouse as provided under Subsection (2) of this definition that is accessible to the dog.

Sec. 8-46. Fecal matter.

It shall be unlawful for any person to permit a dog owned, harbored or possessed by that person

to deposit fecal matter in any place other than the premises where the dog is harbored and kept unless such fecal matter is immediately collected and removed to the premises where the dog is harbored or kept, or placed in a designated receptacle

Sec. 8-47. License required; Number of Dogs Allowed.

It shall be unlawful for any person to own, possess or harbor any dog four months of age or older in the Village unless such dog is licensed as hereinafter provided, or to own, possess, or harbor any dog four months of age or over that does not at all times wear a collar or harness with current, issued license tag attached. Such license tag shall be nontransferable to any other dog. No person shall keep more than three dogs of the age of four months or over on any property in the Village, unless authorized as a kennel under Section 8-52 of this Article.

Sec. 8-48. Licensing procedure.

(a) Licenses to own a dog shall be issued by the Township Clerk or authorized agent upon application made therefor, together with payment of the license fee provided in this article.

(b) It shall be the duty of any person owning a dog, on January 1 of any subsequent year thereafter, or on or after any dog becomes four months of age, or forthwith upon becoming a resident of the Village, or becoming an owner of such dog, to make application to the Township Clerk, giving the full name and residence of the applicant and presentation of a current certificate of vaccination for rabies, with a vaccine licensed by the U.S. Department of Agriculture, signed by an accredited veterinarian. The certificate shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. A license shall not be issued if the dog's current rabies vaccination will expire more than 30 days before the date on which the requested license would expire. Such application shall state the breed, sex, age, color and markings of such dog, the owner's name and address, and the name and address of the previous owner. Upon payment of the license fee, and if all other requirements have been satisfied, the Township Clerk or authorized agent shall issue to each applicant a license to own or harbor a dog for the term commencing at the date of such license and terminating December 31 following. For each license, the Township Clerk shall, at the time and before issuing the same and for each renewal thereof, collect from each applicant a license fee set by the Township Board by resolution, from time to time, for each dog four months of age or over.

Sec. 8-49. Violation ticket.

When a violation ticket is issued for failure to obtain a dog license, the owner, possessor or harbinger must purchase a current license from the Township Office and show proof of same to the Court Office before violation payment will be accepted.

Sec. 8-50. Fees.

License fees shall be set by resolution of the Township Board of Trustees or licensing agency. There shall be a fee for each dog, in case of a dog which has been duly licensed in another county, township, city or village in the State, if application is made by the owner of such dog within 30

days after taking up residence in the Village and at least 60 days prior to the expiration of the owner's foreign license, the Township Clerk shall collect a fee for each dog. The Township Clerk shall retain and file such foreign license but shall return it to the owner on demand if at any time the owner returns to the owner's former jurisdiction or for any other cause desires the return of the owner's Township of Southfield license in exchange therefor. Any person becoming the owner of any dog after April 1 of any year shall forthwith apply for and secure a license for such dog, which license shall be issued without penalty, in the event such application be made within 30 days after applicant has acquired such dog or after such dog has reached the age of four months. Any owner of a dog failing to obtain a license as provided herein prior to March 31 shall pay a double fee for such license. In situations where a dog is acquired or becomes four months of age, or a dog owner begins residing in the Village after July 1, the owner shall only be required to pay one-half of the annual fee. Duplicates of a license shall be issued upon payment of the required fee.

Sec. 8-51. Term of license.

All licenses issued under the provisions of this article shall be valid and operative for a term beginning the date of such license in the calendar year for which such license is issued and terminating on December 31st of said year.

Sec. 8-52. Application for kennel license.

No person shall own or operate any dog kennel in the Village in a residential zone. For the purpose of this section, a kennel shall be construed as an establishment wherein or whereon any person keeps three or more dogs, six months old or older, regardless of whether any remuneration is received therefor, for the purpose of breeding, boarding, training, sale, or sporting purposes. A kennel may be operated in a nonresidential district within the Village if an authorized use in that zone district.

Sec. 8-53. Dog pound.

The Village will not establish a dog pound but will use the facilities of area veterinarians when and where approved and available.

Sec. 8-54. Impounding of dogs.

It shall be the duty of the Animal Control Officer to take up, seize and impound all dogs that may be found running at large or being kept or harbored in any place within the Village contrary to the provisions of this chapter.

Sec. 8-55. Release of dogs.

(a) No dog shall be released from impoundment unless the owner, possessor or harbinger or authorized agent shall pay a fee as required.

(b) The owner, possessor or harbinger of any unlicensed dog must present proof of immunizations within 72 hours of release of said dog or be subject to the issuance of an ordinance

violation for owning, possessing or harboring an unlicensed dog. The cost of immunization and licensing shall be paid by the owner, possessor or harbinger, in addition to the fees herein provided.

Sec. 8-56. Unclaimed dogs.

All dogs not claimed and released to the owner within four days, not including the first day of impoundment, shall be destroyed, or if the animal is deemed valuable by the Animal Warden, the same may be sold for the total amount of fees for boarding, provided that said dog is properly immunized and licensed at the cost of the purchaser.

Sec. 8-57. Confining dog for observation.

Any person who shall own a dog which has contracted rabies, or which has been subjected to same, or which is suspected of having rabies, or which has bitten any person shall, upon demand of the Animal Control Officer, produce and surrender up such dog to the Animal Control Officer to be held at a licensed veterinarian or at the owner's home for treatment and observation for whatever period is necessary to ascertain the extent of the rabies; such confinement shall be the sole expense of the owner of said dog, and without expense or risk on the part of the Village and the Township of Southfield. In lieu of such delivering up of such dog as aforesaid, such person shall have the option of delivering such dog to an approved veterinarian for treatment and observation for rabies, and shall furnish to the Animal Control Officer written evidence that such dog has been so delivered, such confinement, observation, and treatment shall be at the sole expense of the owner of said dog.

Sec. 8-58. Dog bitten by another dog.

It shall be the duty of any person owning a dog which has been attacked or bitten by another dog or another animal showing symptoms of rabies to immediately notify the Animal Control Officer that such person has possession of such a dog, and such person shall comply with all lawful orders and requirements of the Animal Control Officer regarding treatment of such dog for rabies.

Sec. 8-59. Quarantine.

The Animal Control Officer is hereby authorized to require that any dog or animal be quarantined or that a quarantine be established by the Village and the Township of Southfield for a defined period, whenever in the Officer's opinion such measures are necessary in order to protect the health, safety and welfare of the people of the Village and the Township of Southfield.

ARTICLE III. CHICKENS

The keeping of chickens shall be permitted within the single-family residential districts in the Village subject to the regulations contained within this Article. The regulations in this Article are intended to establish the conditions under which chickens may be kept in certain residential areas of the Village of Beverly Hills. Some residents wish to raise chickens because of a desire for healthier dietary practices, community sustainability and resilience, and greater access to safe and healthy food options. Concerns about disease and pestilence exist when farm animals and people

live in proximity. Nuisance concerns also exist, due to odors, noises, and other impacts associated with farm animals. The regulations in this Article are intended to address these concerns, allow chickens on residential parcels, and minimize social conflict and public health impacts.

Sec. 8-60. Keeping of Chickens

- (a) *Permit Required.* Any person residing in a single-family detached dwelling on residential zoned property may keep chickens on the property after obtaining an annual permit from the Village pursuant to Sec. 8-61 of this Article.
- (b) *Minimum Lot-Size.* Permits shall only be issued for properties containing a single-family detached dwelling on parcels that are larger than ½ acres (21,780 square feet).
- (c) *Number of Chickens.* No more than 4 hen chickens may be kept at any time.
- (d) *Birds Prohibited.* Roosters or any other type of class of fowl or poultry are prohibited.
- (e) *Slaughtering.* Slaughtering of chickens at the property is prohibited.
- (f) *Personal Use.* Chickens may only be kept on the property for personal use and not for any business or commercial use.
- (g) *Feed Storage and Feeding Practices.*
 - i. Appropriate feeder containers shall be used for all feeding and watering. Feeders shall either be kept inside the coop or suspended from the ground in a manner that prevents access by rodents.
 - ii. All feed stored outside the residential dwelling shall be contained in a metal container with a tight-fitting lid to prevent access by rodents, raccoons, or other vermin.
 - iii. All feed and other items associated with the keeping of chickens shall be kept in an enclosed structure, except when in active use.
 - iv. All food not consumed before nightfall shall not be scattered or placed in bowls on the ground, and must be removed and securely stored.
- (h) *Manure.* All chicken manure that is stored on the property shall be placed in a fully enclosed, rodent-proof container with a tight-fitting lid. The quantity of stored manure shall not exceed three (3) cubic feet at any time. Any manure not actively being used for composting or fertilizing shall be removed from the property.
- (i) *Nuisance Prevention.* Any person keeping hens shall remain subject to public nuisance and other associated codes and ordinances, including, but not limited to, noise, odor, and blight.
- (j) *Containment.* Chickens shall always be kept inside a pen or coop and must be shut in their coop from sunset to sunrise. Coops and pens shall comply with Section 8-62 of this Article.

Sec. 8-61. Permit & Inspections

- (a) *Compliance Required.* Any person(s) desiring to keep chickens must obtain a permit and comply with the standards contained within this Chapter.
- (b) *Permit Approval, Inspection, and Revocation.* Completed permit applications shall be submitted to the building and code enforcement department along with the fee which shall be established by Village Council resolution. Approved permit holders shall schedule an inspection within 30 days of permit issuance. Failure to schedule an inspection shall result in an automatic suspension of the permit. If an inspection identifies noncompliance with any

of the requirements set forth in this Chapter, the permit holder shall have 14 days after being served with written notice of noncompliance to achieve compliance with the requirements, or the Village may revoke the permit or cite the violation as a municipal civil infraction. Permit revocations may be appealed to the Village Council within 10 days, with a hearing provided. At the conclusion of the hearing, the Village Council shall affirm, reverse, or modify the revocation.

- (c) *Additional Permit Standards.* Permits, shall be non-transferable, site-specific and shall expire one year from the date on which it was issued unless sooner revoked pursuant to the provisions of this Article. A person who wants to continue keeping chickens must obtain a new permit prior to expiration of the previous permit.
- (d) *Additional Inspections.* After an initial inspection, permitted coops shall be inspected at least one additional time during the permit term.

Sec. 8-62. Coops and Pens.

- (a) *Enclosures Defined and Required.* A *coop* is a completely enclosed structure that provides shelter for chickens. A *pen* is a fenced enclosure, typically attached to the coop and mostly open to the elements, that allows the chickens to leave the coop while remaining in a predator safe environment. A coop may be housed within an accessory structure provided that all requirements of this Section are met.
- (b) *Size.*
 - i. Freestanding Coops. When the coop and pen are located entirely outdoors, the combined total size of the coop and pen shall not exceed 80 square feet in size.
 - ii. Coops within Accessory Structures. Where the coop is housed within an existing accessory structure, the pen provided for outdoor access shall not exceed forty (40) square feet in size.
 - iii. Applicability of Accessory Structure Standards. Freestanding coops and pens are considered accessory buildings and are subject to the standards enumerated in Sec. 46-170 of the Village Code related to the number of allowable accessory buildings and their combined floor area.
- (c) *Location.*
 - i. Freestanding Coops and Pens. Freestanding coops and pens (including any combined coop and pen) shall be located only in the rear yard, shall not exceed eight (8) feet in height, and shall be setback a minimum of ten (10) feet from any side or rear lot line and at least thirty (30) feet from any principal residential structure on adjacent property.
 - ii. Coops within Accessory Structures. Where a coop is housed within an existing accessory structure, the coop shall be exempt from the setback requirements of this Section. Any pen provided for outdoor access shall comply with the setback requirements applicable to freestanding pens.
- (d) *Pen Height.* If the pen is not fully covered, it must be at least forty-two (42) inches in height and the birds' wing(s) must be clipped to prevent escape.
- (e) *Coop Features.* Coops shall have a roof and door that can be tightly secured. They shall be easily accessible for cleaning. They shall be properly ventilated and provided with natural or artificial light sufficient for the health of the chickens.

- (f) *Construction.* Coops and pens shall be constructed of high quality, durable materials such as treated wood, vinyl, or metal mesh, excluding corrugated metal, sheet metal, plastic tarps, or scrap lumber and shall be properly maintained in accordance with the International Property Maintenance Code adopted in Chapter Nine of the Village Code, as amended.
- (g) *Predator, Insect, and Rodent Protection.*
 - i. The coop must have a door which must be closed and locked from sundown to sunrise to protect the chickens from predators.
 - ii. Coops shall be constructed and maintained in a manner to prevent insects, rodents, vermin, or other animals from harboring beneath or entering the coop. Approved methods of achieving this include the use of a rat wall or similar block foundation or elevating the coop to a minimum height of 12 inches off the ground. The Village may approve other methods of achieving the required prevention.
- (h) *Removal of Coops and Pens.* Freestanding Coops and pens shall be removed within sixty days following the expiration of a permit, unless a new permit has been obtained.

Sec. 8-63 Private restrictions.

The provisions of this Article are independent of and are not intended to and do not supersede or affect any private restriction, covenant, or bylaw that may apply to the property. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.

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

Section 3.01. SAVING CLAUSE. All proceedings pending and all rights and liabilities existing, acquired or incurred under the existing Chapter 8 at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced. To the extent proceedings were not pending or rights and liabilities were existing, acquired, or incurred, they shall be thereafter subject to the limitation standards and regulations or requirements of the new Chapter 8.

Section 4.01. REPEALER. The current Chapter 8 of the Village of Beverly Hills Municipal Code is repealed upon the effective date of this Ordinance.

Section 5.01. EFFECTIVE DATE. The provisions of this Ordinance shall become effective on October 11, 2025, following its publication in The Oakland Press, a newspaper circulated within said Village.

Made and passed by the Village Council of the Village of Beverly Hills this __ day of _____ 2025.

John George, Village President

Carissa Brown, Village Clerk

CERTIFICATION

I, CARISSA BROWN, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the ____ day of _____, 2025.

CARISSA BROWN, Village Clerk

**VILLAGE OF BEVERLY HILLS
ORDINANCE NO. 392-B**

**AN ORDINANCE TO AMEND CHAPTER 8 OF THE VILLAGE CODE FOR THE
VILLAGE OF BEVERLY HILLS CONCERNING ANIMALS**

The Village of Beverly Hills Ordains:

Section 1.01. Chapter 8 Animals of the Village of Beverly Hills Code is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 8-1 Intent.

The Village finds it prudent to provide standards to ensure that animals kept in the Village are cared for and treated humanely, housed in suitable and sanitary conditions. Simultaneously these standards are intended to promote the public health, safety, and welfare of the community as a whole, and prevent the creation of nuisances and activities as a result of keeping animals.

Sec. 8-2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate care means the provision of sufficient food, water, shelter, sanitary conditions, exercise and veterinary medical attention in order to maintain an animal in a state of good health.

Animal Control Officer means the person or entity serving or designated by the Village of Beverly Hills, for the purpose of enforcement and administration of the provisions of this Chapter.

Dog means any dog, whether male, female, or unsexed.

Domesticated animal means any animal that is considered capable of adapting to living in a human environment and which is not likely to bite without provocation, nor cause death, maiming, or illness to human beings, including, but not limited to: dogs, cats (domesticated), birds (caged), fish, rodents (bred), Lagomorpha, reptiles, lizards and amphibians (nonpoisonous/nonvenomous). For the purpose of this Chapter, livestock, exotic animals or wild animals shall not be considered domesticated.

Exotic animal means those animals that are not domestic or any cross of those animals not domestic to the state of Michigan. Without limitation to the foregoing, the following animals shall be considered exotic:

- (a) Apes, monkeys, chimpanzees, and related forms.
- (b) Poisonous/venomous reptiles, spiders, insects, and animals.
- (c) Constrictor snakes four (4) or more feet in length. Constrictor snakes less than four (4) feet in length must be kept in cages and not allowed to roam freely.

- (d) Except as permitted by the Large Carnivore Act, MCL 287.1101, as amended, the following large carnivore:
- i. Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat: a lion, a leopard (including, but not limited to, a snow leopard or clouded leopard), a jaguar, a tiger, a cougar, a panther, a cheetah, a bobcat, a lynx, a mountain lion, or a puma.
 - ii. A bear of a species that is native or nonnative to this state, whether a captive or wild bred.
- (e) Non-domesticated carnivorous animals, including hybrid crosses of non-domesticated carnivorous animals, including, but not limited to, raccoons, skunks, and foxes.
- (f) Predatory reptiles, including, but not limited to, crocodiles and alligators.
- (g) Carnivorous fish, including, but not limited to, sharks.
- (h) Flightless birds, including, but not limited to, ostrich.
- (i) Large mammals that have a trunk, including, but not limited to, elephants.
- (j) Hoofed mammals with an odd number of toes, including, but not limited to, rhinoceros and tapir.
- (k) Hoofed mammals with an even number of toes, including, but not limited to, camels, sheep, and deer.

Owner means every person having a right or property in an animal, and every person who keeps or harbors an animal or cares for it, and every person who permits an animal to remain in or about their premises occupied or owned by such person, for a period of five days or more.

Livestock means those species of animals used for human food or for fiber or those species of animals used for service to humans. For purposes of this Chapter, livestock also includes, but is not limited to, cattle, sheep, new world camelids, old world camelids, goats, bison, cervids, ratites, swine, equids, and poultry. Livestock does not include dogs or cats.

Public Nuisance means any condition, matter or item that unreasonably annoys, injures, or endangers the safety, health, comfort or repose of the public or any person; interferes with, obstructs, or renders dangerous any street, public place, highway, or navigable stream; depreciates or lowers property values; or in any way renders the public insecure in life or property. Any violation of this Chapter shall also constitute a Public Nuisance.

Reasonable control. A dog shall be deemed to be under "reasonable control" when said dog is held securely by a leash of suitable strength and length, by the owner, possessor, harborer thereof or any other responsible person of suitable age and strength, confined in an enclosed vehicle or container or confined in the interior of the residence on the occupied property of the owner, possessor, or harborer thereof or otherwise restricted to the boundaries of such occupied property by any permitted means.

Sanitary conditions means space free from health hazards, including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health and/or the health of humans.

Shelter means adequate protection from the elements and weather conditions suitable for the age and physical condition of the animal so as to maintain the animal in a state of good health.

State of good health means freedom from disease and illness and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.

Tethering means the restraint and confinement of a dog by use of a chain, rope or similar device.

Vicious shall mean the propensity to do any act that might endanger the safety of any Person or property of another, including, but not limited to a disposition to mischief or fierceness as might lead to attack on human beings, other animals on public or private property without provocation, whether in play, anger or outbreak of untrained nature.

Wild animal means any animal that is not a domesticated animal or livestock and shall not be kept on any property in the Village of Beverly Hills.

Sec. 8-3. Keeping of Animals.

The keeping and raising of domesticated animals is permitted. The keeping, raising, and breeding of livestock, exotic animals and/or wild animals on any property in the Village of Beverly Hills shall be prohibited except for the keeping honeybees in accordance with Section 8-6 of this Article. The slaughtering of any animal is prohibited on any property in the Village of Beverly Hills.

Sec. 8-4. Treatment of animals.

Without being deemed to permit a person to own, possess, harbor or otherwise bring an animal into the Village to the extent not permitted by this Chapter, an owner, possessor, harborer, or other person having charge or custody of an animal shall not do any of the following:

- (a) Fail to provide the animal with adequate care.
- (b) Cruelly drive, work, or beat an animal, or cause an animal to be cruelly driven, worked or beaten.
- (c) Carry or cause to be carried in or upon a vehicle or otherwise any live animal having the feet or legs tied together, other than an animal being transported for medical care, or a horse whose feet are hobbled to protect the horse during transport or in any other cruel and inhumane manner.
- (d) Carry or cause to be carried a live animal in or upon a vehicle or otherwise without providing a secure space, rack, car, crate, or cage in which livestock may stand and in which all other animals may stand, turn around and lie down during transportation.
- (e) Abandon an animal, or cause an animal to be abandoned, in any place, without making provisions for the animal's adequate care, unless premises are temporarily vacated for the protection of human life during a disaster. An animal that is lost by an owner or custodian while traveling or walking shall not be regarded as abandoned under this section when the

owner or custodian is making a reasonable effort to locate the animal.

- (f) Willfully or negligently allow any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or non-ambulatory to suffer unnecessary neglect, torture or pain.
- (g) Tether a dog unless the tether is at least three times the length of the dog as measured from the tip of its nose to the base of its tail and is attached to a harness or non-choke collar designed for tethering.

Sec. 8-5. Cruelty.

(a) No person shall by use of any pit, pitfall, deadfall, snare, trap, net, baited hook or any similar device (except as permitted in a state-issued license), or by use of any drug, poison, chemical or explosive injure or kill any animal; nor shall any person at any time or in any manner whatever molest, harass, or annoy any animal within the limits of the Village.

(b) No person shall willfully, maliciously and without just cause or excuse kill, torture, mutilate, maim, or disfigure an animal or who willfully and maliciously and without just cause or excuse administer poison to an animal, or expose an animal to any poisonous substance, other than a substance that is used for therapeutic veterinary medical purposes, with the intent that the substance be taken, swallowed, or otherwise absorbed by the animal.

(c) No person shall intentionally or negligently cause or permit an animal to suffer unnecessary pain.

(d) No person shall molest, injure, kill or capture any wild bird, or disturb the nest of any wild bird, unless otherwise permitted by law.

(e) Every person lawfully keeping any animal shall maintain the premises in which it is kept in a sanitary condition and free of insects, rodents and other vermin, and obnoxious odors.

(f) This section does not prohibit the lawful killing of an animal pursuant to any of the following:

- i. Trapping or other legalized wildlife control; or
- ii. Pest or rodent control.

Sec. 8-6. Honeybees.

The keeping of bees shall be permitted on any property containing a single-family residence subject to the following:

- (a) Only honeybees, specifically genus *Apis* of the family *Apidae* may be kept within hives.
- (b) Hive enclosures shall be kept in the rear yard and setback a minimum of ten feet from any side or rear lot line and at least 25 feet from any principal residential structure on adjacent property. Hive enclosures shall be at least 12 inches above grade.

- (c) A flywall barrier of six feet in height shall be installed to shield any part of a property line that is within twenty-five feet of a hive subject to the following:
 - i. The flywall may be comprised of a lattice fence, dense hedge, or similar barrier, or combination thereof.
 - ii. The flywall must be established in front of the opening of the hive, such that honeybees can fly upward and away from neighboring properties, which flywall shall be located within five feet of the entrance of the hive and shall extend at least two feet in width on either side of the hive opening.
- (d) The provisions of this Section are independent of and are not intended to and do not supersede or affect any private restriction, covenant, or bylaw that may apply to the property. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.

Sec. 8-7. Dead animals.

The owner of any dead dog or other animal shall promptly dispose of the remains in such manner as not to cause a nuisance and otherwise not to create an offensive or malodorous condition.

Sec. 8-8. Animals Deemed Public Nuisances.

Any animal which shall, by loud, frequent, habitual, or continued noises, cause disturbance to the neighborhood, or which shall injure or destroy real or personal property of persons other than its owner, or molest or injure any person, or shall cause unsanitary conditions because of droppings, uneaten food, or any other thing which causes odor and/or attraction of insects, rodents, and/or other vermin, shall be deemed a public nuisance per se, and the owner deemed in violation of the provisions of this Chapter.

Sec. 8-9. Responsibility for damages.

Every owner, possessor or harbinger of an animal shall be liable for damages, and any and all injuries to persons or property caused by such animal, to be determined and collected in appropriate civil proceedings, and nothing in this chapter shall be construed to impose any liability upon the Village, the Township of Southfield, and/or their respective officers, agents or employees for any damages to persons or property caused by such animal.

Sec. 8-10. Penalties.

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

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

chapter.

(c) *Ordinance Violations.* The Animal Control Officer and Village Public Safety Officer are hereby authorized, upon witnessing of violation of this chapter, in addition to seizing and impounding such dog or animal, to issue to the owner, possessor or harbinger of such dog or animal, an ordinance violation ticket which shall include the date, time and location of the offense, and shall include the applicable section number of the ordinance of which the owner, possessor or harbinger of such dog or animal is in violation, wherein the Animal Control Officer or Village Public Safety Officer has determined that the owner, possessor or harbinger of such dog or animal has been in violation of the same offense one or more times within the previous one year period. All further proceedings shall be had in accordance with the rules and practices of the District Court of the State.

Sec. 8-11. Enforcement.

The provisions of this Chapter may be enforced by the Animal Control Officer(s) of the Village and by any Public Safety Officers of the Village.

Sec. 8-12. Authority to inquire.

It shall be the duty of the Animal Control Officer to make diligent inquiry as to the dogs owned, harbored or kept within the Village and whether such dogs are licensed and are up-to-date on their required vaccinations, and whether such owner, possessor or harbinger is in violation of any other provisions of this chapter. Any dog found unlicensed may be seized and impounded by the Animal Control Officer. If the owner, possessor or harbinger of such dog is known, the Animal Control Officer may issue a notice of violation to appear at the Township Clerk's office, or agent, within 72 hours, not including Saturdays, Sundays, or holidays, to procure a license for such dog. Failure of owner, possessor or harbinger to appear and procure such license may result in the issuance of an ordinance violation ticket by the said Animal Control Officer for violation of the licensing provisions of this Chapter.

Sec. 8-13. Violation notices.

All violation tickets shall be handled by the 46th District Court at the City of Southfield.

Secs. 8-14 - 8-40. Reserved.

ARTICLE II. DOGS AND CATS

Sec. 8-41. Cats.

(a) *Cat control.* It shall be unlawful for any person in the Village to have possession or custody of any cat without having it under control and/or confined to the person's premises at all times, provided that the provisions of this section shall not apply to possession or custody of any cat less than six months of age when proof of age can be, and on request is, submitted to either the public

safety officer or animal control officer.

(b) *Cat possession.* It shall be unlawful for any person in the Village to possess, harbor, shelter, or keep more than 4 adult cats. For the purpose of this Chapter, an adult cat shall be deemed to be any cat six months of age or older. It shall also be unlawful to maintain any cat so as to create a nuisance by way of noise, odor or otherwise.

Sec. 8-42. Duty to keep dog under reasonable control.

No person owning a dog shall permit or allow the same to leave said person's premises, except when such dog is under reasonable control as defined in Section 8-1. No dog shall be permitted or allowed to run at large.

Sec. 8-43. Barking dog.

No person shall own any dog which by loud or frequent or habitual barking or yelping or howling becomes a nuisance to a reasonable person of ordinary sensibilities.

Sec. 8-44. Vicious dog.

No person shall own a vicious dog or a dog that has been bitten by any animal known to have been afflicted with rabies. A dog may be deemed vicious if the Village and the Township of Southfield have received more than one bite report involving the same dog. Any dog found to be vicious or afflicted with rabies shall be destroyed unless otherwise disposed as provided herein.

Sec. 8-45. Location and housing.

All dog houses/shelters shall be in a strategically located place so as to provide adequate shade in the summer months. Yards and/or exercise or dog runs shall be kept free of dog droppings, uneaten food, kept clean and maintained in a sanitary condition including so as not to be a nuisance because of odor or attraction for insects, rodents, and other and vermin.

Shelter for a dog shall include one or more of the following:

- (1) The residence of the dog's owner or other individual;
- (2) A doghouse that is an enclosed structure with a roof and of appropriate dimensions for the breed and size of the dog. The doghouse shall have dry bedding when the outdoor temperature is or is predicted to drop below freezing;
- (3) A structure, including, but not limited to, a garage, barn, or shed that is sufficiently insulated and ventilated to protect the dog from exposure to extreme temperatures or, if not sufficiently insulated and ventilated, contains a doghouse as provided under Subsection (2) of this definition that is accessible to the dog.

Sec. 8-46. Fecal matter.

It shall be unlawful for any person to permit a dog owned, harbored or possessed by that person

to deposit fecal matter in any place other than the premises where the dog is harbored and kept unless such fecal matter is immediately collected and removed to the premises where the dog is harbored or kept, or placed in a designated receptacle

Sec. 8-47. License required; Number of Dogs Allowed.

It shall be unlawful for any person to own, possess or harbor any dog four months of age or older in the Village unless such dog is licensed as hereinafter provided, or to own, possess, or harbor any dog four months of age or over that does not at all times wear a collar or harness with current, issued license tag attached. Such license tag shall be nontransferable to any other dog. No person shall keep more than three dogs of the age of four months or over on any property in the Village, unless authorized as a kennel under Section 8-52 of this Article.

Sec. 8-48. Licensing procedure.

(a) Licenses to own a dog shall be issued by the Township Clerk or authorized agent upon application made therefor, together with payment of the license fee provided in this article.

(b) It shall be the duty of any person owning a dog, on January 1 of any subsequent year thereafter, or on or after any dog becomes four months of age, or forthwith upon becoming a resident of the Village, or becoming an owner of such dog, to make application to the Township Clerk, giving the full name and residence of the applicant and presentation of a current certificate of vaccination for rabies, with a vaccine licensed by the U.S. Department of Agriculture, signed by an accredited veterinarian. The certificate shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. A license shall not be issued if the dog's current rabies vaccination will expire more than 30 days before the date on which the requested license would expire. Such application shall state the breed, sex, age, color and markings of such dog, the owner's name and address, and the name and address of the previous owner. Upon payment of the license fee, and if all other requirements have been satisfied, the Township Clerk or authorized agent shall issue to each applicant a license to own or harbor a dog for the term commencing at the date of such license and terminating December 31 following. For each license, the Township Clerk shall, at the time and before issuing the same and for each renewal thereof, collect from each applicant a license fee set by the Township Board by resolution, from time to time, for each dog four months of age or over.

Sec. 8-49. Violation ticket.

When a violation ticket is issued for failure to obtain a dog license, the owner, possessor or harbinger must purchase a current license from the Township Office and show proof of same to the Court Office before violation payment will be accepted.

Sec. 8-50. Fees.

License fees shall be set by resolution of the Township Board of Trustees or licensing agency. There shall be a fee for each dog, in case of a dog which has been duly licensed in another county, township, city or village in the State, if application is made by the owner of such dog within 30

days after taking up residence in the Village and at least 60 days prior to the expiration of the owner's foreign license, the Township Clerk shall collect a fee for each dog. The Township Clerk shall retain and file such foreign license but shall return it to the owner on demand if at any time the owner returns to the owner's former jurisdiction or for any other cause desires the return of the owner's Township of Southfield license in exchange therefor. Any person becoming the owner of any dog after April 1 of any year shall forthwith apply for and secure a license for such dog, which license shall be issued without penalty, in the event such application be made within 30 days after applicant has acquired such dog or after such dog has reached the age of four months. Any owner of a dog failing to obtain a license as provided herein prior to March 31 shall pay a double fee for such license. In situations where a dog is acquired or becomes four months of age, or a dog owner begins residing in the Village after July 1, the owner shall only be required to pay one-half of the annual fee. Duplicates of a license shall be issued upon payment of the required fee.

Sec. 8-51. Term of license.

All licenses issued under the provisions of this article shall be valid and operative for a term beginning the date of such license in the calendar year for which such license is issued and terminating on December 31st of said year.

Sec. 8-52. Application for kennel license.

No person shall own or operate any dog kennel in the Village in a residential zone. For the purpose of this section, a kennel shall be construed as an establishment wherein or whereon any person keeps three or more dogs, six months old or older, regardless of whether any remuneration is received therefor, for the purpose of breeding, boarding, training, sale, or sporting purposes. A kennel may be operated in a nonresidential district within the Village if an authorized use in that zone district.

Sec. 8-53. Dog pound.

The Village will not establish a dog pound but will use the facilities of area veterinarians when and where approved and available.

Sec. 8-54. Impounding of dogs.

It shall be the duty of the Animal Control Officer to take up, seize and impound all dogs that may be found running at large or being kept or harbored in any place within the Village contrary to the provisions of this chapter.

Sec. 8-55. Release of dogs.

(a) No dog shall be released from impoundment unless the owner, possessor or harbinger or authorized agent shall pay a fee as required.

(b) The owner, possessor or harbinger of any unlicensed dog must present proof of immunizations within 72 hours of release of said dog or be subject to the issuance of an ordinance

violation for owning, possessing or harboring an unlicensed dog. The cost of immunization and licensing shall be paid by the owner, possessor or harbinger, in addition to the fees herein provided.

Sec. 8-56. Unclaimed dogs.

All dogs not claimed and released to the owner within four days, not including the first day of impoundment, shall be destroyed, or if the animal is deemed valuable by the Animal Warden, the same may be sold for the total amount of fees for boarding, provided that said dog is properly immunized and licensed at the cost of the purchaser.

Sec. 8-57. Confining dog for observation.

Any person who shall own a dog which has contracted rabies, or which has been subjected to same, or which is suspected of having rabies, or which has bitten any person shall, upon demand of the Animal Control Officer, produce and surrender up such dog to the Animal Control Officer to be held at a licensed veterinarian or at the owner's home for treatment and observation for whatever period is necessary to ascertain the extent of the rabies; such confinement shall be the sole expense of the owner of said dog, and without expense or risk on the part of the Village and the Township of Southfield. In lieu of such delivering up of such dog as aforesaid, such person shall have the option of delivering such dog to an approved veterinarian for treatment and observation for rabies, and shall furnish to the Animal Control Officer written evidence that such dog has been so delivered, such confinement, observation, and treatment shall be at the sole expense of the owner of said dog.

Sec. 8-58. Dog bitten by another dog.

It shall be the duty of any person owning a dog which has been attacked or bitten by another dog or another animal showing symptoms of rabies to immediately notify the Animal Control Officer that such person has possession of such a dog, and such person shall comply with all lawful orders and requirements of the Animal Control Officer regarding treatment of such dog for rabies.

Sec. 8-59. Quarantine.

The Animal Control Officer is hereby authorized to require that any dog or animal be quarantined or that a quarantine be established by the Village and the Township of Southfield for a defined period, whenever in the Officer's opinion such measures are necessary in order to protect the health, safety and welfare of the people of the Village and the Township of Southfield.

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

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be consummated according to the law in force when they were commenced. To the extent proceedings were not pending or rights and liabilities were existing, acquired, or incurred, they shall be thereafter subject to the limitation standards and regulations or requirements of the new Chapter 8.

Section 4.01. REPEALER. The current Chapter 8 of the Village of Beverly Hills Municipal Code is repealed upon the effective date of this Ordinance.

Section 5.01. EFFECTIVE DATE. The provisions of this Ordinance shall become effective on October 11, 2025, following its publication in The Oakland Press, a newspaper circulated within said Village.

Made and passed by the Village Council of the Village of Beverly Hills this __ day of _____ 2025.

John George, Village President

Carissa Brown, Village Clerk

CERTIFICATION

I, CARISSA BROWN, being the duly appointed and qualified Clerk of the Village of Beverly Hills, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of an Ordinance adopted by the Village Council of the Village of Beverly Hills at a regular meeting thereof held on the __ day of _____, 2025.

CARISSA BROWN, Village Clerk



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager

Re: ***Business Agenda - C. Village Attorney Search Update***
Date: October 7, 2025 - [Click to View Agenda](#)

Summary:

The Village Council Personnel Committee will deliver an update on its review and actions concerning the RFP responses for Village Attorney services.

Financial Impact:

Recommendation:

Attachments:

None



Manager Report

To: President George and Village Council

From: Warren Rothe, Village Manager

Re: October 7, 2025, Manager Report

General Updates

- Lieutenant Ginther and Director Arnold are **preparing ordinance amendments involving open burning and National Fire Prevention Association Code**. These ordinance amendments are being reviewed by the Village Attorney and will likely be brought to the attention of Village Council in late October/early November.
- The Department of **Public Safety** has launched a new **Facebook** [page](#).
- HRC continued creating **various maps** for the Village to deploy on its website. These maps are aimed at helping our residents better find information. The [garbage pickup](#) and [utility billing](#) cycle maps have been added to the website along with the zoning map.
- The fall edition of **The Villager** was prepared by Village staff. It can be viewed [here](#).
- The Village **received its first reimbursement request from the EPA** for grant funds totaling **\$712,973.47**. This is for the Pierce water main project. The remaining funds (\$246,778.53) will be requested after the Village receives the completed paperwork from the contractor for submitting with our next reimbursement request.
- A [new guide](#) for **residential fence standards** was created and is available on our website. The **fence permit application** was also redesigned.
- Information needed for processing the **Village's insurance renewal** with MMRMA was completed. Renewal paperwork is forthcoming, and the Village Council is expected to be presented with the renewal proposal at its next meeting.
- The Village is preparing an **RFP** for the **Southfield & Beverly Intersection Study**, which is primarily funded through a grant from Oakland County.
- The Village was awarded a **\$605,700 grant** through the MDOT Federal Safety Program.
- The Village continues to work with the DNR to receive approval to award the bid for the **Spark Grant**.

- The bid award for the **Public Safety carport project** will be considered at the October 21st Village Council meeting.
- MDOT conducted the **TAP Project** bid opening on Friday October 3rd, the Village is awaiting to hear results at the time of this report.
- Demos are being held with **mass notification software** providers. The Village expects to receive several quotes in the coming days.
- The Village continues to collect **delinquent taxes**. As of September 15, the due date, the Village **had collected \$10,984,516.43 or roughly 94.8%** of the levy. Delinquent taxes are currently subject to a 1% penalty per month delinquent.
- The following items from the **Planning Commission** are outstanding:
 - In August the Commission approved a site plan and made a favorable special land use recommendation for the Beverly Hills Academy. The special land use request will be considered by the Village Council at a future meeting.
 - The Commission held a public hearing on proposed zoning ordinance changes involving generator and HVAC standards. The Commission voted 4-3 to recommend Council adopt the proposed changes.
- The Public Safety Department is conducting a **“Fill the Boot” fundraiser** for Breast Cancer Awareness Month. Officers will be collecting at the following dates and locations:
 - 📍 Market Fresh
 - October 3 | 2:00 PM – 6:30 PM
 - October 10 | 3:00 PM – 7:00 PM
 - October 20 | 3:00 PM – 7:00 PM
 - 📍 TJ Maxx
 - October 4 | 2:00 PM – 6:30 PM
 - October 5 | 2:00 PM – 6:30 PM
 - October 12 | 10:00 AM – 2:00 PM
 - October 25 | 1:00 PM – 6:00 PM

Pierce Water Main Project – from HRC Friday Update

- Over the last week, the project team was on-site to conduct a project walkthrough to generate a punch list for the miscellaneous items that are left to be completed for the project.
- Over the coming weeks, the contractor will be working to complete the tasks and items that are outlined in the punch list as the project team works to close out the project.



**JOIN US IN MAKING THIS YEAR'S HALLOWEEN HOOT
A SWEET SUCCESS BY DONATING UNOPENED BAGS OF
CANDY!**

Drop off your candy at:
Village of Beverly Hills Office
18500 W. 13 Mile Road
Beverly Hills, MI 48025

Donations will be gratefully accepted now through October 24th until 4:30 p.m.

Thank you for your generosity, for being a part of our community and for helping us make this Halloween Hoot unforgettable!





Public Safety

Highlights & Statistics

August 28th to October 1st, 2025

632 Calls for Service.

135 Tickets issued.

8 Arrests.

1. Officers stopped a driver for speeding on 13 Mile near Pierce. The driver was arrested for Operating While Intoxicated. This was the drivers third OWI arrest. The driver was taken into custody without incident.
2. Officers stopped a driver for a traffic violation at Evergreen and Old Pond. The driver was arrested for Driving While License Suspended, and they were taken into custody without incident.
3. Officers stopped a driver that ran through a red light at Southfield and Locherbie. The driver was arrested for Driving While License Suspended.
4. The passenger and registered owner of the vehicle in the incident above was also arrested for knowingly allowing the suspended person to drive.
5. Officers were dispatched to pick up a subject with a warrant from Farmington PD. The arrest was without incident.
6. Officers stopped a driver for a traffic violation at Southfield and 13 Mile. The driver was arrested for Operating While Impaired and taken into custody without incident.
7. Officers stopped a driver for a traffic violation at 13 Mile and Greenfield. The driver was arrested for Driving While License Suspended and taken into custody without incident.
8. Officers were patrolling on Sylvan after midnight and observed a subject walking down the street smoking marijuana. The subject gave a false name and then fled on foot from officers. The subject was caught soon after and taken into custody without incident.

*******The public safety department would like to strongly encourage our residents to be as vigilant as possible all year round when it comes to securing vehicles and property that are parked or stored outside. *******

- A vehicle was stolen overnight from Riverside. The car doors were unlocked, and the keys were accidentally left inside. The vehicle was recovered.

- A vehicle was left unlocked overnight in Huntley Square Apartments. A laptop computer and a wallet were stolen from inside the vehicle. The victims credit cards were then used at multiple locations before the cards could be frozen.
- A vehicle being used by an Amazon delivery driver was stolen as the driver got out and dropped off a package at Kirkshire and Greenfield. The vehicle was recovered but most of the packages were missing from the vehicle.
- Tools were stolen from a construction trailer parked on Chelton. A suspect was identified, and an arrest warrant is being requested.
- Our department helped with traffic and safety for the Slow Roll Bicyclists during the Art in the Park event at Beverly Park on September 9th.
- Our School Resource Officer along with students from Groves High School participated in the Special Olympics Law Enforcement Torch Run that came through our town on September 12th.
- Officers also helped with traffic and safety for runners in a 5K race for Birmingham Public Schools (**S**chools **O**ffer **S**upport) that started and ended at Beverly Park on September 12th.
- Public Safety Department responded to 13 Mile Rd/Sheridan on a reported vehicle fire. Vehicle was a total loss. No injuries. Unknow origin.

Beverly Hills Department of Public Safety 2025 Monthly Performance Report

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Total Calls For Service	485	418	425	478	438	510	470	594	632				4,450
Arrests & Traffic Citations													
Arrests Total	7	6	8	15	7	13	9	5	8				78
OWI Arrests (Drunk Driving)	0	1	2	2	0	2	0	1	2				10
Drug Arrests	0	0	0	0	0	0	0	0	1				1
Traffic Violations	70	70	84	84	50	82	67	114	135				756
Accidents													
Personal Injury Accidents	1	1	0	1	3	1	2	3	3				15
Property Damage	9	13	19	12	14	21	25	21	25				159
Fire Division													
Fire Response (structure & car fires)	1	0	1	0	1	0	0	0	1				4
Smoke & Downed Wire Responses	0	2	2	1	0	4	4	0	1				14
Medical & Ambulance Responses	55	34	42	39	45	40	40	40	36				371
Odor, Carbon Monoxide & FireAlarm	3	4	0	4	2	8	5	5	7				38
Fire Inspections & Plan Reviews	1	2	1	1	0	0	1	2	0				8
Mutual Aid Provided to S.O.F.A.	0	2	0	1	0	0	1	1	0				5
Mutual Aid Received from S.O.F.A.	0	0	1	0	0	0	0	0	0				1
Detective Bureau & School Resource													
Cases Investigated	19	14	16	20	21	13	18	20	32				173
Gun Related Cases	0	1	0	0	1	0	0	1	0				3
Guns Seized	0	1	0	0	1	0	0	1	0				3
Warrants Submitted	4	0	2	4	0	2	1	6	4				23
Warrants Obtained	4	0	2	4	0	2	1	5	3				21