



Regular Village Council Meeting

Tuesday, October 21, 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 October 7, 2025, Village Council minutes
 - B. Review and File Bills recapped as of Monday, October 20, 2025
 - C. Approve DTE Streetlight Replacement Proposal
 - D. Adopt Chicken Permit Fees
 - E. Approve Parks & Recreation Board Events for 2026
7. Business Agenda
 - A. Award Bid for Public Safety Carport Project
 - B. Approve Grant Agreement with EGLE for Erity Dam Feasibility Study
 - C. Approve Engineering Services Proposal: Erity Dam Feasibility Study
 - D. Approve Design Engineering Proposal: FY 2027-2030 Water Main Improvement Projects
 - E. Consider granting an extension to Hutch Paving for the 2026 Road Program
 - F. First Reading of Ordinance #393
 - G. Approve Insurance Renewal with the Michigan Municipal Risk Management Authority (MMRMA)
8. Public Comments
9. Manager's Report and Fiscal Year 2026 1st Quarter Financial 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/84576468428>

Meeting ID: 845 7646 8428 • 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 George, President Pro Tem Drummond, Members: Abboud, Hrydziusko, Kecskemeti, Mercer and O’Gorman

Absent:

Also Present: Village Manager, Rothe
Village Attorney, Ryan
Village Clerk, Brown
Planning & Economic Development Director, Stec
Public Safety Director, Arnold

ROLL CALL/CALL TO ORDER/ PLEDGE OF ALLEGIANCE

President George 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.

AMENDMENTS TO AGENDA/APPROVE AGENDA

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

Motion passed.

COMMUNITY ANNOUNCEMENT

None

PUBLIC COMMENTS ON ITEMS NOT ON PUBLISHED AGENDA

Maria Langhorst, Evans Court expressed support for allowing chickens, noting positive experiences living next door to neighbors who have them, and their educational and environmental benefits.

Linda Remington, Lincolnshire East, requested clarification and correction to the previous meeting's minutes, regarding Council’s stance on adding the keeping of chickens to the ballot.

Suzanna Grimm, Vernon, would like deer management placed on the ballot and emphasized the importance of not making unilateral decisions.

CONSENT AGENDA

Motion by Hrydziusko, second by Kecskemeti, be it resolved, the consent agenda is approved with the modification for the Clerk to review September 16, 2025, meeting minutes.

- 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

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

Roll Call:
Motion passed (7-0)

BUSINESS AGENDA

CONSIDER SPECIAL LAND USE REQUEST- DETROIT COUNTRY DAY

Rothe gave an overview of the special land use request from Detroit Country Day School, located at 22400 Hillview Lane. Stec noted that Detroit Country Day addressed the requirements stated in the Hubbell, Roth and Clark (HRC) review. Council, Stec and Scott Stanley from Detroit Country Day, discussed the stormwater management system under the playground, previous engineering and drainage concerns and the project timeline

The following resident spoke on the matter:

Marla Parial, Amherst, inquired about the playground location and the installation timeline. Parial is in support of the playground and urged timely competition.

Motion by O’Gorman, second by Abboud, 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.

Roll Call:
Motion passes (7-0)

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

SECOND READING OF THE ANIMAL ORDINANCE

Mr. Rothe presented the second reading of the proposed animal ordinance, which includes two versions under consideration, both to be codified as Ordinance No. 392 upon adoption. Rothe reminded Council that the current moratorium on animal-related regulations is scheduled to expire on Saturday, October 11th, and recommended that, at a minimum, Council consider adopting Articles I and II to establish a regulatory framework ahead of the moratorium's expiration. Council discussed the keeping of chickens, which included lot size restrictions, sunset provisions and numbers of permits allowed.

The following residents spoke on the matter:

Ron Bajorek, Metamora, opposed removing the lot size requirement, citing Beverly Hills' 70-year ban on farm animals and urging the village to align with neighboring communities that continue to prohibit backyard chickens.

Megan Lyle, Pickwick, expressed offense at a Council member's prior remark implying residents lack research skills and cited health, odor, and noise concerns, and opposed removing the lot size requirement due to potential impact on property values.

Allison Schultz, Dunblaine, thanked the Council for their work and urged removal of the lot size restrictions, arguing that setbacks and maintenance, not lot size, ensure proper chicken keeping.

Mike White, Vernon, supports allowing chickens, recommended reducing minimum lot size to 0.25 acres, and suggested a 15-minute barking dog nuisance limit.

Peggy Brady, Pebblestone, oppose allowing chickens in Beverly Hills, disagrees with removing the lot size requirement, and urged that the decision be put to a public vote.

Mary Perfitt-Nelston, Woodhaven, supports allowing chickens and favored reducing the lot size to a quarter acre, emphasizing community dialogue to resolve any neighbor concerns.

Tom Maxwell, Lauderdale, oppose the revised ordinance, citing concerns about density, waste, rodents, disease, and enforcement. Maxwell urged council to gather more data from other cities and put the matter to a public vote.

Todd Schafer from Sunset Drive opposes chickens in Beverly Hills and urges the council to focus on finalizing articles one and two first, postponing chickens and beekeeping for future public vote and more thorough review. Schafer warned Council against rushing, highlights legal risks, and calls for clearer ordinance language.

Nancy McIntyre, Chelton, a longtime resident shared her concerns about health risks, predators, and property values related to allowing chickens. McIntyre agrees with separating the chickens for a public vote, urges maintaining lot size restrictions, and worries about Council members not recusing themselves. She opposes rushing the ordinance.

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

John Simpson, Kirkshire, shares firsthand experience with backyard chickens on a large 11-acre property, highlighting issues like raccoon attacks, strong odors, and pests. Simpson doesn't think that chickens aren't suitable for Beverly Hills.

Greg Smith, Royal Oak, shared his experience with living next door to backyard chickens over the last 5 years. Smith spoke on major rodent infestations, noise from hens, and neighbors turning properties into mini farms on small lots.

Suzanne Grimm, Vernon, expressed that fears about chickens are exaggerated and that existing rules will keep things controlled. Grimm supports allowing chickens as a personal choice and trusts the village's thoughtful approach.

Melissa Holland, Riverside, stated that she respects her neighbors' freedoms and supports everyone's right to choose, even if she doesn't want chickens herself. She trusts the council to make a fair, constitutional ordinance that balances individual rights with community standards.

David Wenzler, Nottingham, is opposed to chickens and urged a public vote on the issue and warned that allowing chickens could increase taxes due to enforcement costs.

Janet Ramseyer, Evergreen, stated that she lives near chickens with no issues like rats, smell, or noise, and finds them quieter than nearby dogs. She is in support of allowing chickens and suggested a community vote rather than decisions by a few.

Brian Reamer, Devonshire, stated that he is in support of the chicken ordinance and emphasized the extensive study and democratic process behind it.

Caitlyn Borra, Eastlady, supports allowing backyard chickens, and stressed that decisions shouldn't be driven by fear or "what-ifs" but by clear guidelines and homeowner responsibility.

Tammy Wilms, Waltham, urged that the chicken ordinance issue be put to a community vote rather than decided solely by the Council and stressed that there should be no fear in letting the residents decide, especially given the strong community interest and controversy surrounding the topic.

Greg Ernie, Beverly Road, stated that he appreciates the Council's work but personally opposes chickens in the neighborhood and he supports putting the issue to a community vote, believing it's too divisive to be decided by the council alone and that the people's voice should ultimately prevail.

John Jennings, Orchard Way, criticized the last-minute changes to the ordinance and questioned Councilmember George's silence on the chicken issue and urged George to clearly state whether he believes chickens benefit Beverly Hills and if he supports putting the matter to a public vote.

Liam O'Gorman, Beverly Road, criticized the disproportionate focus on chickens, urging the council to adopt reasonable rules and redirect energy toward more pressing issues like infrastructure and sustainability. O'Gorman spoke on the benefits of chickens and noted that other cities manage backyard hens effectively and called the local opposition divisive and embarrassing.

Barbara Wauldron, Reedmere, expressed strong opposition to allowing chickens in Beverly Hills, citing concerns about noise, odor, and potential rodent issues. She supports placing the issue on the ballot for residents to decide.

Scott Hammer, Churchill, spoke in favor of allowing chickens and advocated for protecting the rights of minority property owners. He urged residents to respect others' freedoms and rely on existing ordinances to address potential nuisances.

Wendy Hipsky, Sunset, voiced strong support for allowing chickens in Beverly Hills. She emphasized property rights, defended council transparency, criticized calls for recusal, and argued that existing ordinances can address potential problems.

Marla Parial, Amherst, thanked the council for sidewalk improvements benefiting her daughter's mobility and expressed opposition to allowing chickens in Beverly Hills. Parial argued that chickens differ from pets like cats and dogs due to their livestock status and potential neighborhood impact, and urged the issue be put to a public vote out of respect for community input and council time.

Claudette Buck, Glencoe, voiced strong opposition to allowing chickens in Beverly Hills, emphasizing that the issue is too divisive and important to be decided solely by the council. Buck believes her rights as a resident are not being represented and urged the council to put the matter on the ballot for a public vote and expressed concern about the fairness and transparency of the process.

Linda Remington, Lincolnshire East, opposed the chicken ordinance and urged the council to put it on the ballot. She expressed doubts about enforcement and warned it could undermine neighborhood associations like hers.

Alan Study, Dunblaine, stated that he is opposed to the chicken ordinance and urges that the decision be put to a public vote. Study questioned the legitimacy of the Council making a unilateral decision on such a contentious issue.

Matt Roberts, Riverside, urged Council to put the chicken ordinance to a public vote so residents can decide and questioned why the council won't place it on the ballot directly, instead of making residents gather signatures.

Diane Brody, Sunset, reflected on her long involvement with the chicken issue since 2018 and expressed disappointment with last-minute changes to the chicken ordinance. Brody stated despite frustrations, she appreciates how the issue brought the community together and encouraged civic engagement.

Bill Whalen, Amherst, questioned why the Council hasn't put the chicken issue on the ballot yet, stating that it's clear the community wants that. Whalen also mentioned that Katie Maxwell asked

about some communication with Mr. Gorman regarding opposition data, noting she never got a response.

Mark Melendy, Kinross, voiced support for putting the chicken ordinance on the ballot, emphasizing that infrastructure projects benefit the broader community, unlike chickens, which may negatively affect neighbors. He questioned why Ryan didn't push for a ballot vote and asked the Village Manager why meeting minutes take so long to appear online.

Matt Ziegele, Waltham, voiced opposition to the chicken ordinance and strongly urged that Article 3 be put to a public vote.

Todd Wilms, Waltham, urged Council to put the issued on the ballot

Motion by Kecskemeti, second by Hrydziusko, to amend section 8-60, keeping of chickens, striking sub paragraph B, minimum lot size, and renumbering the paragraph accordingly.

Roll Call Vote:

Abboud	no
Drummond	no
George	yes
Hrydziusko	yes
Kecskemeti	yes
Mercer	no
O’Gorman	no

Motion failed (3-4)

Motion by Mercer, second by Drummond, to adopt Ordinance No. 392B.

Roll Call Vote:

Abboud	yes
Drummond	yes
George	no
Hrydziusko	no
Kecskemeti	no
Mercer	yes
O’Gorman	no

Motion failed (3-4)

Motion by O’Gorman, second by Kecskemeti, to amend section 8-60, keeping of chickens, striking sub paragraph B, minimum lot size, and changing that to 15 permits and no sunset associated with that.

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

Roll Call Vote:

Abboud	no
Drummond	no
George	yes
Hrydziusko	yes
Kecskemeti	yes
Mercer	no
O’Gorman	yes

Motion passed (4-3)

Motion by Kecskemeti, second by Hrydziusko, to adopt Ordinance No. 392A as modified.

Roll Call Vote:

Abboud	no
Drummond	no
George	yes
Hrydziusko	yes
Kecskemeti	yes
Mercer	no
O’Gorman	yes

Motion passed (4-3)

VILLAGE ATTORNEY SEARCH UPDATE

President George gave an update on the Personnel Committee’s comprehensive search to find a Village Attorney. Council and Rothe discussed the candidates and the process for conducting future interviews with the top three finalist firms. Rothe will send Council all of the RFPs received for legal services and circulate an online scheduling poll for Council to determine a special meeting date to conduct interviews.

PUBLIC COMMENTS

Allie Schutz, Dunblaine, expressed gratitude to the council for their hard work and support of the chicken ordinance, calling the 15-permit system an inclusive step forward. She also praised recent infrastructure improvements like sidewalks and new parks.

David Tobaben, Orchard Way, commented on the origins of the chicken ordinance debate, and asked Hrydziusko whether she agrees to and will comply with all elements of the newly passed ordinance, expressing that many in the Village would like to hear her response.

Mark Melendy, Kinross, acknowledged the strong passion surrounding the chicken ordinance and predicted that further legislative developments would likely occur before the next election

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

Todd Schafer, Sunset, criticized the Council’s decision to pass Article 3 of the animal ordinance, calling it rushed and lacking transparency. He argued that Articles 1 and 2 could have been approved while taking more time to properly develop Article 3. He also raised concerns about unresolved details like how the 15 chicken permits will be allocated, fees, renewal processes, and enforcement—calling the process incomplete and disappointing.

Tony Lott, Riverside, criticized the Council for passing the ordinance without putting it to a public vote and warned that Council members will ultimately be held accountable by voters in future elections.

MANAGER’S REPORT

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

COUNCIL COMMENTS

Keckskemeti shared that she and Mr. Rothe met with the Public Services director and HRC regarding the Oakland County Infrastructure Grant and that the project will focus on basement backup education and outreach. Keckskemeti stated team is planning website content and community materials, and they await a proposal from HRC.

O’Gorman thanked the community for remaining respectful and civil during the discussion and expressed appreciation for the responsible behavior shown, emphasizing it reflects positively on Beverly Hills and contrasts with more chaotic public discourse seen elsewhere.

Hrydziuszko thanked both those deeply invested in the chicken ordinance discussion and those less involved who were nonetheless affected by it. Hrydziuszko emphasized that they have not and do not intend to break any ordinances going forward and intend to abide by the law. Hrydziuszko shared a personal story about attending wrestling tournament with her daughter, highlighting the intense competition but also the sportsmanship and respect displayed between competitors and she hopes that the lessons of respect and unity from the wrestling tournament would carry forward into future community conversations.

Abboud emphasized the importance of freedom of speech and said elected officials must truly represent the people, including those who can’t attend meetings. Abboud was disappointed that the chicken ordinance wasn’t on the ballot and want fair representation for residents. Abboud informed everyone that the Tigers loss 8 to 4.

George congratulated Erlin on her wrestling match and shared fond memories of wrestling despite knee issues. George discussed the safe routes to school program and suggested coordinating with principals and Public Safety to organize bike safety classes and helmet distribution. George highlighted a \$600,000 grant for infrastructure improvements and acknowledged the challenges of Council work but stressed the importance of addressing unfinished issues. George affirmed their commitment to ethical governance, referenced the code review process, and thanked everyone involved, including village staff. Finally, George mentioned Groves High School’s homecoming week and wished the kids well for the big game Friday.

THESE DRAFT MINUTES HAVE NOT BEEN APPROVED BY COUNCIL.

ADJOURNMENT

Motion by Abboud, second by Kecskemeti, to adjourn the meeting at 10:36 p.m.

Motion passed.

John George
Village President

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 10/06/2025 THROUGH 10/20/2025.

ACCOUNT TOTALS:

101	GENERAL FUND	\$114,057.01
202	MAJOR ROAD FUND	\$3,078.27
203	LOCAL STREET FUND	\$17,672.99
205	PUBLIC SAFETY DEPARTMENT FUND	\$104,602.49
208	PARK IMPROVEMENT FUND	\$0.00
226	RUBBISH COLLECTION	\$42,099.67
271	LIBRARY FUND	\$0.00
401	CAPITAL PROJECTS FUND	\$0.00
592	WATER/SEWER OPERATION FUND	\$620,875.52
701	TRUST & AGENCY FUND	\$1,190.00
730	RETIREE HEALTH CARE FUND	\$0.00
	TOTAL	<u>\$903,575.95</u>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<u>\$903,575.95</u>
	GRAND TOTAL	<u><u>\$903,575.95</u></u>

10/17/2025 03:48 PM
User: ADAM
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS
CHECK DATE FROM 10/20/2025 - 10/20/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank COM COMERICA					
10/20/2025	COM	91112	60785	21ST CENTURY MEDIA - MICHIGAN	146.50
10/20/2025	COM	91113	60217	AMAZON CAPITAL SERVICES	1,495.17
10/20/2025	COM	91114	31164	APOLLO FIRE APPARATUS	285.40
10/20/2025	COM	91115	02000	BADGER METER INC	600.96
10/20/2025	COM	91116	51409	BEVERLY HILLS ACE	549.52
10/20/2025	COM	91117	30861	BLUE CARE NETWORK	58,668.82
10/20/2025	COM	91118	59779	CANFIELD EQUIPMENT SERVICE INC	5,819.45
10/20/2025	COM	91119	61328	CATHERINE H NAU TRUSTEE	26.99
10/20/2025	COM	91120	38913	CHET'S RENT ALL	357.81
10/20/2025	COM	91121	60873	CHRISTINA COSTA	360.00
10/20/2025	COM	91122	61322	CHRISTOPHER AND SUZANNE LEONARD	27.39
10/20/2025	COM	91123	59347	CINTAS CORPORATION #31	539.89
10/20/2025	COM	91124	60670	CIVICPLUS LLC	2,701.13
10/20/2025	COM	91125	30909	CMP DISTRIBUTORS	3,526.85
10/20/2025	COM	91126	31925	COALITION OF PUBLIC SAFETY	20,250.70
10/20/2025	COM	91127	51439	COMCAST	198.80
10/20/2025	COM	91128	04500	COMEAU EQUIPMENT CO INC.	16,697.15
10/20/2025	COM	91129	32507	CONCENTRA MEDICAL CENTERS	1,856.00
10/20/2025	COM	91130	50826	CONSUMERS ENERGY	61.99
10/20/2025	COM	91131	61131	CONTRACTORS CLOTHING	5,222.18
10/20/2025	COM	91132	61327	COSTCO WHOLESALE	4,833.92
10/20/2025	COM	91133	58648	CTS-COMPANIES	488.20
10/20/2025	COM	91134	61325	DAVID PARKER	250.00
10/20/2025	COM	91135	61160	DEER SOLUTIONS OF OAKLAND COUNTY	100.70
10/20/2025	COM	91136	61124	DETROIT AIR COMPRESSOR	422.43
10/20/2025	COM	91137	52025	DETROIT SALT COMPANY	3,413.46
10/20/2025	COM	91138	61326	ELYSE OYER	250.00
10/20/2025	COM	91139	61140	GOJCAJ LEGAL GROUP, PLCC	1,190.00
10/20/2025	COM	91140	53583	GUARDIAN	9,426.53
10/20/2025	COM	91141	59010	HUNT SIGN COMPANY	160.00
10/20/2025	COM	91142	39070	J.H. HART URBAN FORESTRY	12,940.64
10/20/2025	COM	91143	61034	JAKE TOWNSEND	340.00
10/20/2025	COM	91144	59423	JAMES HEALY	560.00
10/20/2025	COM	91145	61194	JENNIEFR RUPRICH	70.88
10/20/2025	COM	91146	59582	JOHNSON THERMOL-TEMP INC.	3,936.00
10/20/2025	COM	91147	MISC	KATHRYN WILDNER	250.00
10/20/2025	COM	91148	09300	KELLER THOMA	875.00
10/20/2025	COM	91149	53316	LANG'S ON-SITE SERVICES	600.00
10/20/2025	COM	91150	51792	LEXISNEXIS RISK SOLUTIONS	200.00
10/20/2025	COM	91151	MISC	LIVIN SPACES LLC	155.54
10/20/2025	COM	91152	49556	MELISSA RINGEY	250.00
10/20/2025	COM	91153	60774	METRO DETROIT INTEGRATED SYSTEMS	1,725.20
10/20/2025	COM	91154	59330	MIKE SAVOIE CHEVROLET	216.80
10/20/2025	COM	91155	61043	MSTS RECEIVABLES LLC	3,699.04
10/20/2025	COM	91156	51182	NELSON BROTHERS SEWER &	273.00
10/20/2025	COM	91157	59112	NEXT	51,712.00
10/20/2025	COM	91158	51799	NYE UNIFORM EAST	1,250.30
10/20/2025	COM	91159	59533	NYHART	6,000.00
10/20/2025	COM	91160	51540	O'REILLY AUTO PARTS	26.72
10/20/2025	COM	91161	51751	O.C.W.R.C.	78,282.00
10/20/2025	COM	91162	59735	OAKLAND COMMUNITY COLLEGE/CREST	300.00
10/20/2025	COM	91163	50830	OAKLAND COUNTY TREASURER'S	448,813.44
10/20/2025	COM	91164	16500	S.O.C.R.R.A	40,638.00
10/20/2025	COM	91165	16600	S.O.C.W.A.	91,614.07
10/20/2025	COM	91166	61008	SCOTT GLOWINSKI	5,400.00
10/20/2025	COM	91167	60926	STAPLES	345.08
10/20/2025	COM	91168	17700	SUNSET MAINTENANCE SERVICE	2,800.00
10/20/2025	COM	91169	MISC	THE MARILYN ELLISON TRUST	169.76
10/20/2025	COM	91170	61323	TRAFFIC SAFETY STORE	1,627.54
10/20/2025	COM	91171	60555	VERSADIAL SOLUTIONS	1,500.00
10/20/2025	COM	91172	61015	WANNA COOKIE	210.00
10/20/2025	COM	91173	20900	ZIP ETC INC	6,867.00

COM TOTALS:

Total of 62 Checks:	903,575.95
Less 0 Void Checks:	0.00
Total of 62 Disbursements:	903,575.95



Agenda Item Summary

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

Re: ***Consent Agenda - C. Approve DTE Streetlight Replacement Proposal***
Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

Upon request, DTE Energy has provided the village with a proposal to replace four suspended streetlights, three of which span over 13 Mile Rd. and one over Greenfield Rd. with LED streetlights. The new street lights will connect directly to a utility pole with a support arm instead of being suspended over the road with a cable.

Financial Impact:

Funds are available in account #202-474-934.28 The installation of the LED lighting will also greatly reduce the monthly cost of running these lights.

Recommendation:

BE IT RESOLVED, that the Beverly Hills Village Council approves the proposal submitted by DTE Energy to update the current suspended streetlights within the Village of Beverly Hills with LED streetlights for the amount totaling \$6,520.16 and authorizes the Village Manager to sign the Master and Purchase Agreement.

Attachments:

1. Streetlight Replacement Supporting Graphics
2. DTE Master and Purchase Agreement - Suspended Lights

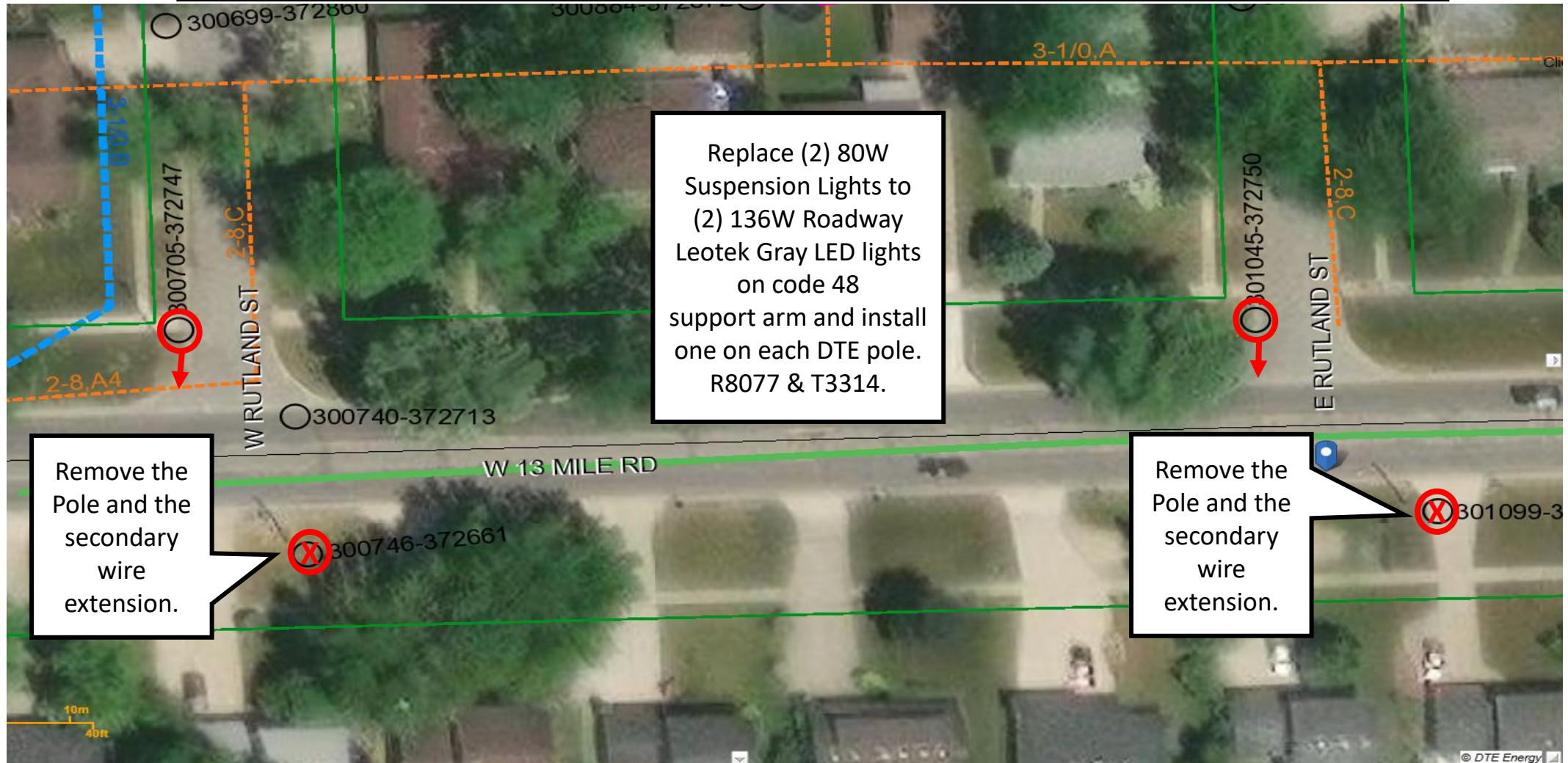


Village of Beverly Hills
W 13 Mile Rd W Rutland St and E Rutland St
Auburn Dr & Greenfield Rd
Pierce St & W 13 Mile Rd
September 30th, 2025

Luminaire	Pole	Wattage	Quantity of Luminaire	Quantity of Poles	Rate Category	Monthly Charges		Annual Charges	
						Average Lamp Charge Each	Total Lamp Charges	Lamp Charge Each	Total Lamp Charges
Roadway	N/A	130-139 LED	4	0	LED135SLOH	\$ 30.54	\$ 89.51	\$ 366.46	\$ 1,074.15
N/A	N/A	N/A	0	0	N/A	\$ -	\$ -	\$ -	\$ -
N/A	N/A	N/A	0	0	N/A	\$ -	\$ -	\$ -	\$ -
N/A	N/A	N/A	0	0	N/A	\$ -	\$ -	\$ -	\$ -
Totals			4	0			\$ 89.51		\$ 1,074.15
Retrofit/Construction costs:						Total			
Total Construction costs					\$	6,721.40			
Credit for three times the annual revenue (DTE contribution to construction costs)					\$	201.24			
CUSTOMER'S CIAC AMOUNT (Contribution In Aid of Construction)					\$	6,520.16			
Estimated Monthly lamp Charges (taxes & surcharges not included)					\$	89.51			



Serial numbers: R8077 & T3314.
W Rutland St & W 13 Mile Rd, Franklin, MI, 48025





Replace (2) 80W
Suspension Lights to (2)
136W Roadway Leotek
Gray LED lights
on code 48
support arms and install
one on each DTE pole.
R8077 & T3314.

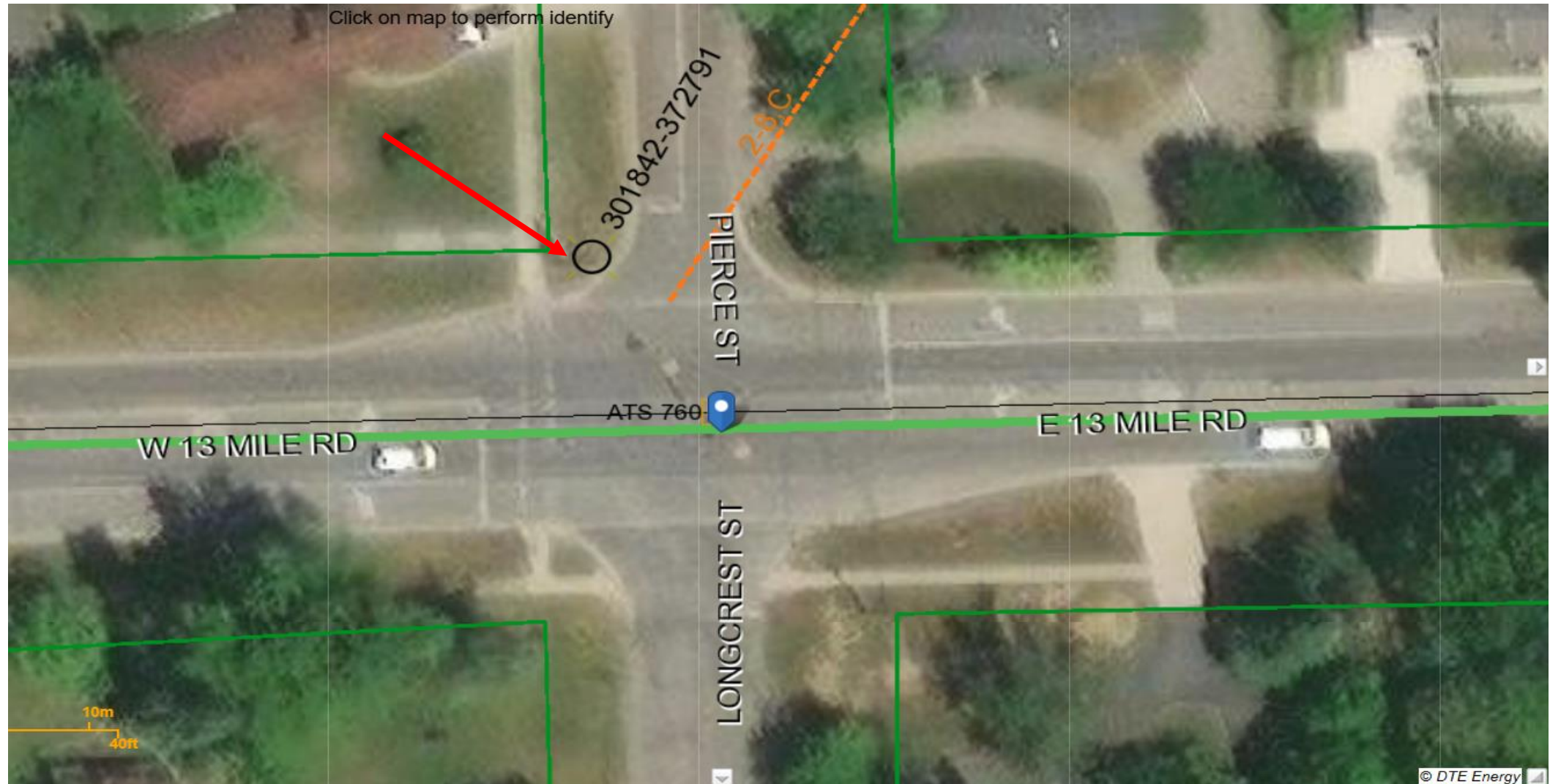


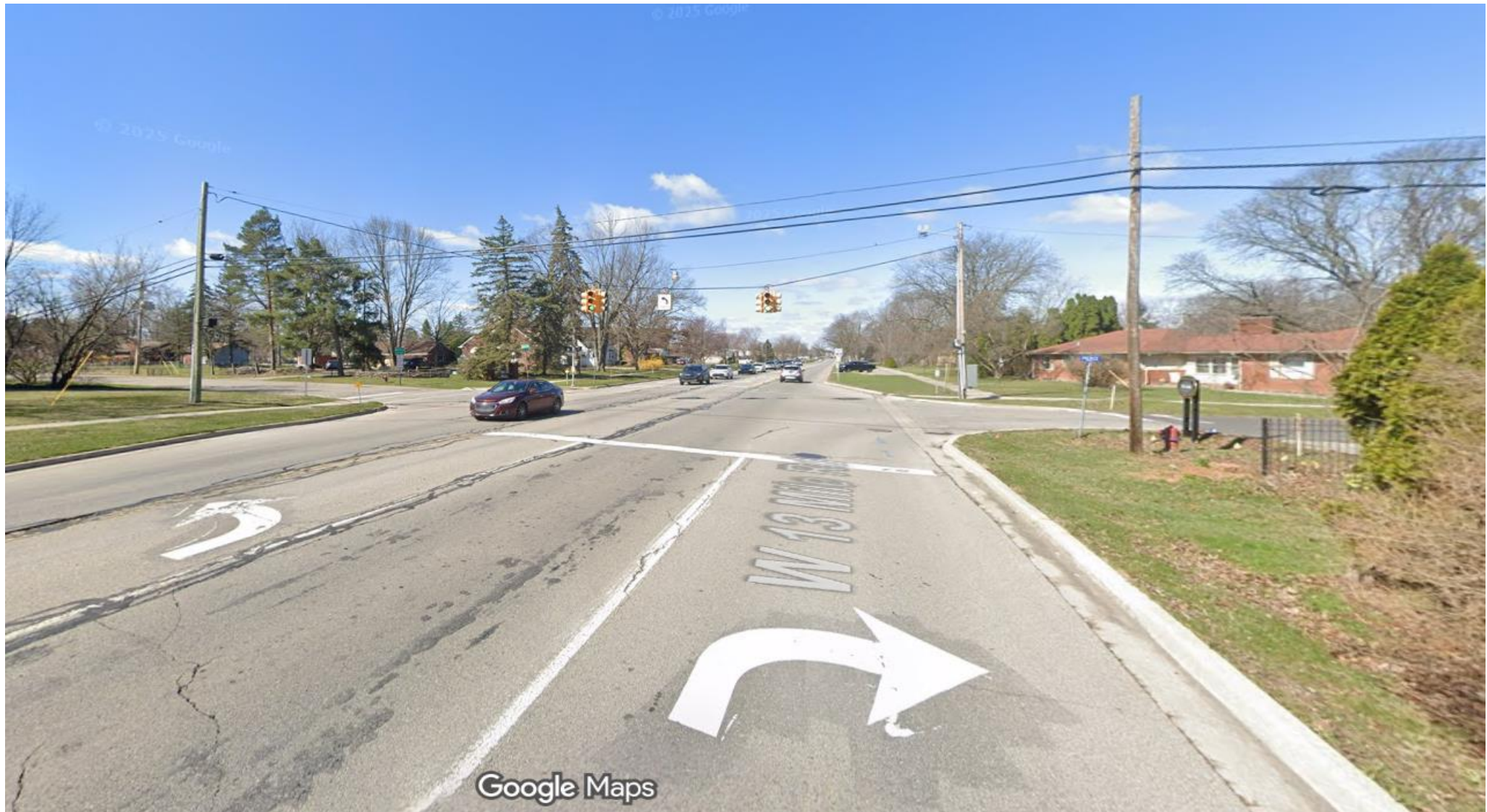
Serial number: OL900 Auburn Dr & Greenfield Rd





Serial number: R8078 Pierce St & W 13 Mile Rd





MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and Village of Beverly Hills ("Customer") (collectively referred to as the "Parties") as of October 1, 2025.

RECITALS

A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Master Agreement and any Purchase Agreement, the terms of the applicable Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a Contribution In Aid of Construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is

modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).

6. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "Street Lighting Rate"), the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

9. Contract Term. This initial term of this Master Agreement shall commence upon date of installation and terminate on the later of: (a) five (5) years from the date hereof; or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the initial term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase

Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Master Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party

10. Customer Obligations upon Termination. In the event that this Master Agreement is terminated before the end of the initial term by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company, which shall include all of the following:

- a. If applicable, the un-recouped portion of the Company Capital Investment pro-rated for the remainder of the initial three-year period;
- b. If applicable, the aggregate total of remaining Post Charge payments that would have come due over the remainder of the applicable period ten (10) years for Post Charge.
- c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
- d. Any Company costs and expenses associated with disconnecting and de-energizing the Equipment from Company power supply sources; and
- e. The cost incurred by the Company to remove Company's Lighting System and restoration of impacted property as commercially reasonable as possible to its original condition.

11. Design Responsibility for Street Light Installation. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.

12. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.

13. Force Majeure. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of

acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

14. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.

15. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

16. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

17. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

18. Miscellaneous.

a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

Company and Customer have executed this Master Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

Village of Beverly Hills

By: _____

Name: _____

Title: _____

Date: _____

 SIGN HERE

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of October 1, 2025 between DTE Electric Company ("Company") and Village of Beverly ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated October 1, 2025 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	1. 76665587	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	W Rutland St & W 13 Mile Rd, Auburn Dr & Greenfield, and Pierce St & W 13 Mile Rd, as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	4	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Replace (4) 80W Suspension Lights LED with (4) 136W Roadway Leotek Gray LED on code 48 support arms and install one on each DTE pole.	
5. Estimated Total Annual Lamp Charges	<u>\$1,074.15</u>	
6. Estimated Total Annual Post Charges if selected	<u>\$ N/A</u>	
7. Annual Finance Charge if selected	See paragraph 14 below	<u>\$ 0.00</u>
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	<u>\$6,721.40</u>
	Revenue credit:	<u>\$201.24</u>
	CIAC Amount (cost minus revenue)	<u>\$6,520.16</u>
	Credit for Post Charge, if selected	<u>\$ N/A</u>
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <u>\$6,520.16</u>	
10. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
Special Financing Options are available – Please read stipulations within agreement and if	If Post Charge "box" is checked the Customer agrees to following term:	

desired check the appropriate box below: Post Charge Option ☐ Finance Option ☐	10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____ 
12. Customer Address for Notices:	Village of Beverly Hills 18500 W 13 Mile Rd Neil Johnston

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is Special Order Materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used. Customer has up to twenty-four (24) months from the time Company uses, or takes possession of, such Customer SOM to seek reimbursement from Company.

B. Customer will maintain an inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to Customer's inventory site must be provided between the hours of 9:00a.m. to 4:00p.m., Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company: (i) shall be relieved from any obligation or commitment to complete the work as scheduled; and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to

reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the Customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective February, 6 2025 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$84.96**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the Customer and the Company, the Customer will pay an additional annual charge of the Company's weighted average cost of capital (7.05%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

Village of Beverly Hills

By: _____

Name: _____

Title: _____

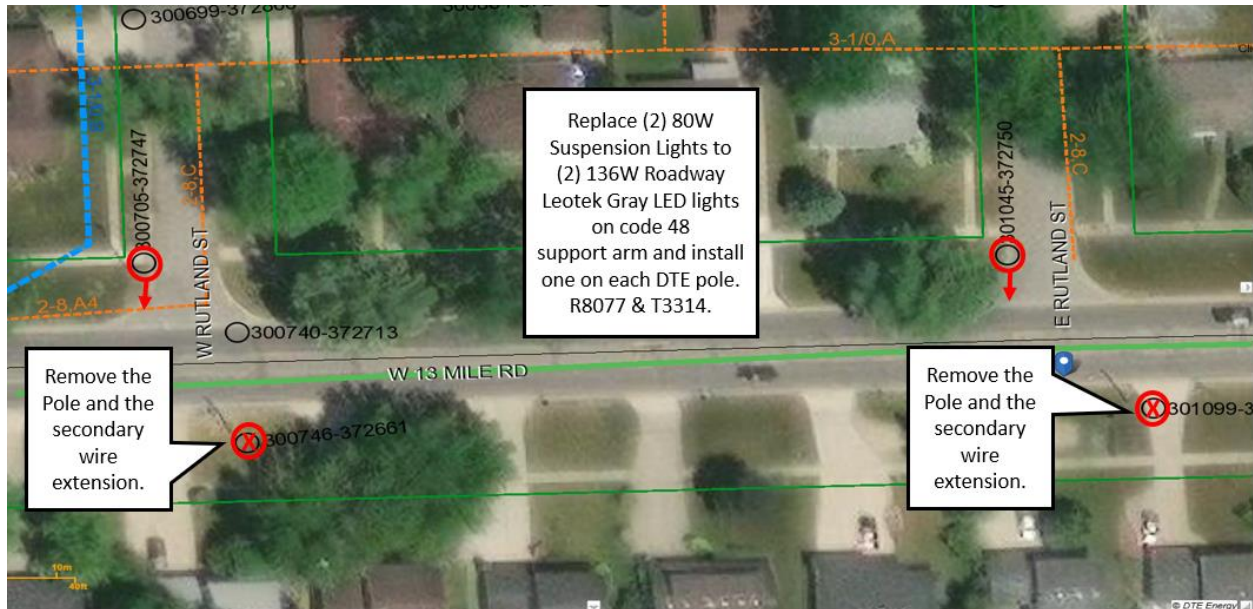
Date: _____

 SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location

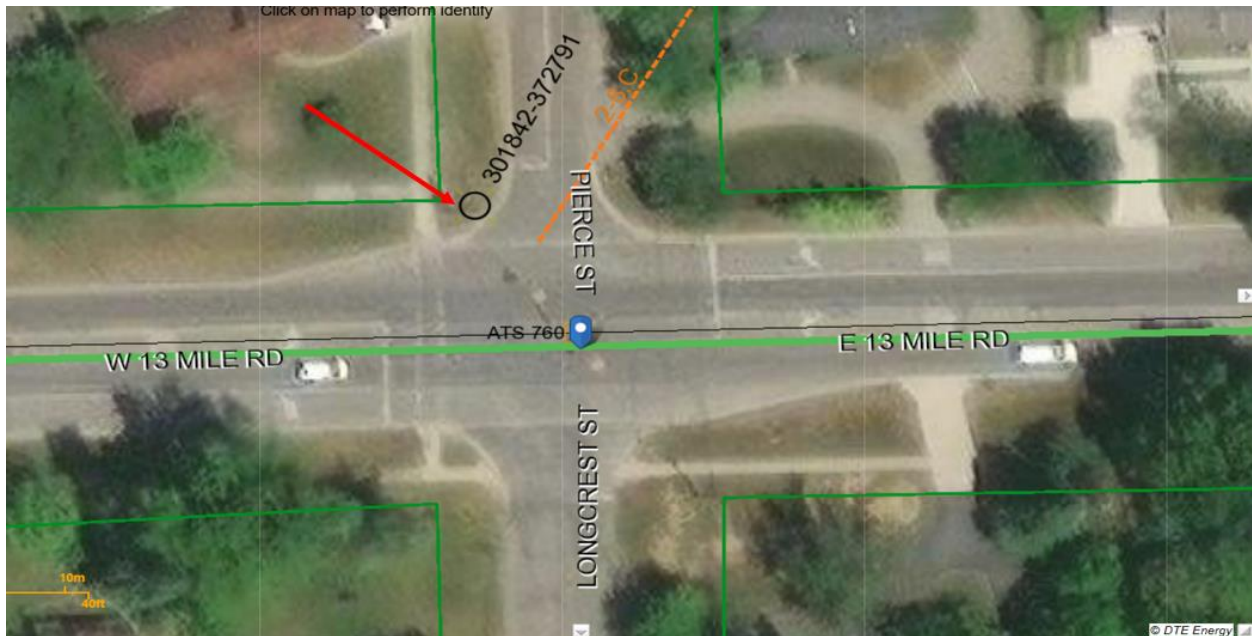
Serial numbers: R8077 & T3314 - W Rutland St & W 13 Mile Rd, Franklin, MI, 48025



Serial number: OL900 Auburn Dr & Greenfield Rd



Serial number: R8078 Pierce St & W 13 Mile Rd





Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager

Re: ***Consent Agenda - D. Adopt Chicken Permit Fees***
Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

Section 8-61(b) of the recently adopted animal ordinance requires that the Village Council establish a permit fee. Village administration is proposing the following fee structure, with the intention of recovering costs associated with issuing and enforcing permits. For example, the current fee for a fence permit (which requires a similar site-plan/sketch review and field inspections) is \$75.00. A draft permit application is attached. Once the fee schedule is adopted, the Village will begin processing permits.

<u>Fee Type</u>	<u>Fee Amount</u>
Initial Permit	\$120.00
Renewals — prior to expiration	\$100.00
Renewals — after expiration	\$150.00

Financial Impact:

The fees will have a positive impact on Village finances.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby adopts the following fee schedule pursuant to Sec. 8-61(b) of the Village Code:

<u>Fee Type</u>	<u>Fee Amount</u>
Initial Permit	\$120.00
Renewals — prior to expiration	\$100.00
Renewals — after expiration	\$150.00

BE IT FURTHER RESOLVED, this schedule of fees may be updated or amended from time to time by resolution of the Village Council.

Attachments:

1. Draft Chicken Permit Application



CHICKEN PERMIT APPLICATION

Ordinance #392 Article III- Chickens

PROPERTY ADDRESS: _____ DATE: _____

ZONING DISTRICT: _____ PARCEL ID: _____

APPLICANT INFORMATION

Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Email: _____

RECEIPT STAMP

PAID DATE: _____

Non-Refundable fee

APPROVAL DATE: _____

REQUIRED INFORMATION:

- Plot Plan showing proposed structure and distance of structure from lot lines, accessory buildings, and neighbors' homes – *blank form provided on pg. 2*
- Construction plans or sketch (*specification sheet, if constructed from a kit*) showing material to be used, and method for preventing predator, insect, and rodent protection. *Attach additional documentation as needed.*
- Please describe your approach to feed and manure storage:

- Size of Proposed Coop/Pen _____ (freestanding: max. 80 sq ft., within accessory structure: max 40 sq ft.)

GENERAL INFORMATION:

- A maximum of two (2) accessory buildings are permitted (i.e. garage, shed, etc.).
- Coop shall not exceed 8' in height at the point half-way between the peak and the eaves of the roof
- Coop shall be located in rear yard, and be no closer than ten (10) feet to a side or rear lot line and at least thirty (30) feet from any principal residential structure on adjacent property.
- You have 30 days from time of permit issuance to call for initial Chicken Coop Inspection. An additional inspection will be performed at least one additional time during the permit term.
- All Chicken Permits will expire one year from the date on which it was issued unless revoked.
- Only FOUR (4) egg laying hens are allowed at any one time. **(NO ROOSTERS)**
- Permits are non-transferable and site specific.



CHICKEN PERMIT APPLICATION

Ordinance #392 Article III- Chickens

REQUIRED SKETCH

Please attach a dimensioned drawing, or sketch below, indicating the location of the chicken coop in relation to all property lines, adjacent buildings & structures, zoning districts, and street corners. The dimensions of the coop and run will also need to be shown in addition to distances from any neighboring adjacent structure (i.e. garages, sheds, etc.)

Street Name: _____

Rear

**Please indicate if you are a corner lot.

Neighbors House

House

Neighbors House

Front

Street Name: _____

Street Name: _____

If this is a renewal application, answer the following question:

Has the location/size/material of your chicken coop changed? YES or NO (please circle one)

*If yes, please attach new detailed and dimensioned site plan.



CHICKEN PERMIT APPLICATION

Ordinance #392 Article III- Chickens

ACKNOWLEDGEMENTS

By initialing next to each item, you acknowledge that you have reviewed and will comply with the requirements as enumerated in Chapter 8, Article III:

- _____ I will keep no more than four (4) hens. Roosters and other fowl are prohibited.
- _____ Chickens are for personal use only- sales, breeding, or commercial activities are prohibited.
- _____ All chickens will be contained in a coop or pen at all times and secured inside the coop from sunset to sunrise.
- _____ No slaughtering of chickens will occur on the property.
- _____ Feed will be stored in metal containers with tight-fitting lids; no feed will be left outside overnight.
- _____ Manure will be stored in a rodent-proof, covered container (max 3 cubic ft) or removed promptly.
- _____ Coop and pen will be cleaned regularly and maintained to prevent odor, noise, and nuisance conditions.
- _____ I will allow Village inspections upon request and understand that failure to comply may result in suspension or revocation of this permit.

***I certify that the above information is correct. I agree to comply with all applicable Ordinances and Zoning Codes of the State of Michigan and the Village of Beverly Hills. I further certify by signing below that I intend in good faith to keep and maintain chickens on my property and understand my permit may be revoked if found to be obtained or maintained in bad faith.**

***This application is only considered complete when all required documentation is provided, and the application fee is paid. Incomplete applications will not be accepted or processed.**

Signature of Applicant

Date

Signature of Property Owner if different than Applicant

Date

Completed forms may be submitted to the Zoning Department.

Questions: (248)646-6404



Agenda Item Summary

To: Village Council

From: Carissa Brown, Village Clerk

Re: ***Consent Agenda - E. Approve Parks & Rec Board Special Events for 2026***

Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

The Parks & Recreation Board formally request the continuation of the Village-sponsored events program for the calendar year 2026. The array of events hosted by the Village have consistently contributed to the enhancement of community engagement, promotion of local culture, and the stimulation of the local economy.

EVENT	DATE
Park Clean Up	May 2 nd & July 13 th
Memorial Day Parade & Carnival	May 25 th
Food Truck Mondays	May 4 th - August 31 st on Mondays
Concerts in the Park	June 5 th , July 17 th & August 14 th
Movie in the Park	August 20 th
Halloween Hoot	October 24 th
Java & Jazz Series	Third Sunday from May- September
Sculptures in the Parks	-----

Per Sec. 28-22. Amusement for gain of the Municipal Code, “[n]o amusement for gain or for which a charge is made can be conducted in a park without consent of the Village Council. . .”

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

At their September 17, 2025, meeting, the Board recommended that the Village Council waives sales restrictions at Beverly Park for Village-sponsored events in the calendar year 2026.

Financial Impact:

Sponsorships have helped offset program costs. The Village will actively explore sponsorship opportunities with local businesses and community partners. Village funding for events is established as part of the annual budget process with calendar year 2026 events being funded by both the 2026 and 2026 fiscal year budgets.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council approves the continuation of the Village-sponsored events program for the calendar year 2026, waives sales restrictions at Beverly Park for these Village sponsored events and authorizes the expenditure of funding to support these events in accordance with the Village's adopted budget.

Attachments:

None



Agenda Item Summary

To: Village Council

From: Neil Johnston, Public Services Director

Re: ***Business Agenda - A. Award Bid for Public Safety Carport Project***

Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

The 2026 Fiscal Year budget included funding for the construction of additional carports and an overhead canopy at the Department of Public Safety. The carports would specifically offer additional protection for patrol vehicles, several of which currently sit outside as there are not enough existing carports to accommodate them all. Additionally, a canopy will be installed over the utilities area of the Public Safety Building. This canopy will help protect exterior mechanical equipment, as well as alleviate water leaks into the basement of the building.

HRC prepared detailed bid specifications under a contract that was approved by the Village Council at its April 15th meeting. Two bids were received, and Village administration recommends awarding the bid to Ross & Barr Classic Carports of Warren for the Division 1 Alternate, and Division 2 Base Bid, for a total cost of \$88,000.

Financial Impact:

Fund	Account #	Project Budget	Encumbered	Request	Remaining Budget	Within Budget
205	205-900-975.05	\$150,000.00	\$9,849.00	\$88,000.00	\$52,151.00	Yes

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby awards the bid (Division 1 Alternate & Division 2 Base) for the Public Safety Carport Project to Ross & Barr in the amount of \$88,000, with a 10% contingency for a total not to exceed amount of \$96,800. Funds are available in account #205-900-975.05.

Attachments:

1. Carport Bid Recommendation Letter and Tabulation

October 3, 2025

Beverly Hills Village Hall, Purchasing Division
 18500 13 Mile Rd,
 Beverly Hills, MI 48025

Attn: Neil Johnston, Public Services Director

Re: Review for Award and Bid Tabulation
 Beverly Hills Public Safety Carport and Equipment Awning

HRC Job No. 20250053

Dear Mr. Johnston:

We have reviewed the bids that were received electronically by the Village on Wednesday September 17, 2025, for the Beverly Hills Public Safety Carport and Equipment Awning project and have found them to be in order. There were two (2) official bids received. The lowest bidder is Ross & Barr Classic Carports of Warren, MI for the Division 1 Alternate, Division 2 Base Bid. Please refer to the attached Bid Tabulation for an itemized bid breakdown of the bid.

While the bidder did not submit references for other projects completed, they have completed similar work on the property in the past. HRC conducted a quality check of the carport on site and was satisfied with the quality of workmanship. The company appears to be well suited to provide the proposed work for the Beverly Hills Public Safety Carport and Equipment Awning project.

Based on the above information, HRC takes no exceptions to the award of Ross & Barr Classic Carports of Warren, Michigan with a total bid of **\$88,000.00**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications.

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Adrianna M. Melchior, AIA, LEED AP BD+C
 Associate

Attachment: Bid Tabulation

pc: Village of Beverly Hills: N. Johnston
 HRC; File

10/3/2025

BID TABULATION BEVERLY HILLS PUBLIC SAFETY CARPORT AND EQUIPMENT AWNING VILLAGE OF BEVERLY HILLS OAKLAND COUNTY, MICHIGAN HRC Project Number - 20250053				Vesta Companies 31400 Kendall Avenue Fraser MI 48026 (586)-747-1460		Ross & Barr Classic Carports 11800 E 9 Mile Rd, Warren, MI 48089 (586) 754-2840	
Item	Quantity	Unit		Total Cost		Total Cost	
BASE BID							
DIVISION 1, BASE BID – CARPORT, SINGLE POST STYLE							
1. Demolition and Disposal	1	LS		\$ 3,750.00		\$ -	
2. Carport Foundations	1	LS		\$ 6,250.00		\$ 21,700.00	
3. Carport, Complete	1	LS		\$ 33,375.00		\$ 37,400.00	
4. Field Paint Steel Beams & Columns	1	LS		\$ 2,250.00		\$ 2,400.00	
5. Miscellaneous	1	LS		\$ 3,125.00		\$ -	
6. Allowance for Permit Fees	1	LS		\$ 4,000.00		\$ 4,000.00	
7. Optional Deduction - Remove Above Grade Piers	1	LS		\$ -		\$ (8,200.00)	
SUBTOTAL				\$ 52,750.00		\$ 65,500.00	
VOLUNTARY ALTERNATE SUBTOTAL				N/A		\$ 57,300.00	
DIVISION 1, ALTERNATE 1 – CARPORT, TWO POST STYLE							
1. Demolition and Disposal	1	LS		\$ 3,500.00		\$ -	
2. Carport Foundations	1	LS		\$ 8,125.00		\$ 11,500.00	
3. Carport, Complete	1	LS		\$ 24,625.00		\$ 23,000.00	
4. Field Paint Steel Beams & Columns	1	LS		\$ 5,000.00		\$ 2,400.00	
5. Miscellaneous	1	LS		\$ 2,500.00		\$ -	
6. Allowance for Permit Fees	1	LS		\$ 4,000.00		\$ 4,000.00	
SUBTOTAL				\$ 47,750.00		\$ 40,900.00	
DIVISION 2, BASE BID – EQUIPMENT CANOPY							
1. Demolition and Disposal	1	LS		\$ 2,500.00		\$ -	
2. Carport Foundations	1	LS		\$ 4,750.00		\$ 9,600.00	
3. Carport, Complete	1	LS		\$ 19,625.00		\$ 19,500.00	
4. Field Paint Steel Beams & Columns	1	LS		\$ 1,250.00		\$ 2,000.00	
5. Miscellaneous	1	LS		\$ 1,875.00		\$ -	
6. Allowance for Permit Fees	1	LS		\$ 4,000.00		\$ 4,000.00	
7. Communications Equipment Relocation	1	LS		\$ 12,000.00		\$ 12,000.00	
SUBTOTAL				\$ 46,000.00		\$ 47,100.00	
TOTAL AMOUNT DIVISION 1 AND 2, BASE BID				\$ 98,750.00		\$ 112,600.00	
TOTAL AMOUNT DIVISION 1 ALTERNATE, DIVISION 2 BASE BID				\$ 93,750.00		\$ 88,000.00	
TOTAL AMOUNT VOLUNTARY ALTERNATE DIVISION 1 AND 2 BASE BID				N/A		\$ 104,400.00	



Agenda Item Summary

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

Re: ***Business Agenda - B. Approve Grant Agreement with EGLE for Erity Dam Feasibility Study***
Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

At the February 4, 2025 Village Council Meeting, the Council approved an application to EGLE's Dam Risk Reduction Grant Program (DRRGP) to perform a study on the Erity Dam. The Village was awarded the grant and on October 9th received the DRRGP Grant Program Agreement from EGLE. Approval of the grant agreement is necessary to proceed with the project. Attorney Ryan has reviewed the agreement and approved of its form.

Financial Impact:

The total cost of the project is \$200,000. The grant is \$180,000, leaving the Village responsible for covering the remaining \$20,000.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council approves the DRRGP Grant Program Agreement with the Michigan Department of Environment, Great Lakes, and Energy, and authorizes Neil Johnston to sign the agreement.

Attachments:

1. Draft Grant Agreement - Erity Dam



DAM RISK REDUCTION GRANT PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
VILLAGE OF BEVERLY HILLS

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (State), and the Village of Beverly Hills (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 121 of 2024. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Erity Dam Feasibility Study

Project #: 2025-DRRGP-049

Amount of Grant: \$180,000.00

% of Grant State 100 / % of Grant Federal 0

Amount of Match: \$20,000.00

PROJECT TOTAL: \$200,000.00 (grant plus match)

Start Date: 5/1/2025

End Date: 12/31/2027

GRANTEE CONTACT INFORMATION:

Name and Title: Neil Johnston, Public Services Director

Organization: Village of Beverly Hills

Address: 18500 West 13 Mile Road

City, State and ZIP: Beverly Hills, Michigan 48025

Phone Number: 248-632-2647

Email Address: NJohnston@VillageBeverlyHills.com

Federal ID Number (Required for Federal Funding): N/A

Grantee UEI Number (Required for Federal Funding): PVLDPD7ZJZ8F5

SIGMA Vendor Number: CV0048766

STATE CONTACT INFORMATION:

Name and Title: Mason Manuszak, Dam Risk Reduction Grant Program Coordinator, Dam Safety Unit

Division: Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 989-370-1528

Fax Number: 517-241-9003

Email Address: ManuszakM@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Neil Johnston, Public Services Director Village of Beverly Hills	Date
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FOR THE STATE:

Signature	Jerrold Sanders, Director Water Resources Division	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1 of this Agreement. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A of this Agreement. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A of this Agreement.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of designs, drawings, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at www.SAM.gov to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185,

Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website (<https://SIGMA.Michigan.gov/PRDVSS1X1/Advantage4>).

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A of this Agreement. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A of this Agreement.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, the rules promulgated thereunder, or other applicable laws or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(D) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(E) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(F) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice with a statement of reimbursement request for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.

(G) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice with a statement of reimbursement request for the respective reporting period and including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A of this Agreement and the final reimbursement request.
- (2) Corresponding narrative progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (4) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction.

People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

PROJECT-SPECIFIC REQUIREMENTS

I. Project Scope:

The Village of Beverly Hills (Village) received a dam inspection report from EGLE on 6/6/23 which summarized the condition of the dam as "poor" and recommended actions. It is a priority because the dam was constructed in 1913 and has exceeded its useful life. The Village would like to explore options and strategies to determine the future of the Erity Dam to address deficiencies noted in the current inspection report, ensure safety of the surrounding residents, mitigate environmental impacts, promote fiscal responsibility and potentially leverage this project to support additional funding from other grant programs.

II. Project Description:

This project intends to review and analyze the different courses of action the Village can take to address the failing condition of the Erity Dam and the environmental, social and fiscal impacts of the Erity Dam, on the community. The most current inspection report for the dam indicated the dam was in poor condition and provided recommendations to address the deficiencies noted during the inspection. The recommended improvements come at a significant cost to the Village and due to the age, access issues and operation and maintenance costs associated with the dam and the expected useful life of any repairs, the time has come for the Village to take a comprehensive look at a cost/benefit analysis for future actions involving the dam.

The alternatives analysis will review the feasibility, costs, risk mitigation and environmental impacts of each of the following options/actions; dam replacement, major repairs, dam maintenance and monitoring, do nothing (i.e. prepare for failure) and dam removal. The final deliverable will be a report outlining the benefits, risks, costs and steps required to implement each option, conceptual designs to help Village management better understand the scope of each alternative project, an impact analysis on alternatives that remove the dam and visuals on how the project area would look without the dam. The report would be used as a decision-making tool for Village management and the basis for final study and subsequent design and permitting.

III. Work Plan, Tasks, and Deliverables:

The Village would develop an alternative analysis that may incorporate the five (5) options detailed above, that will be explored:

1. Dam Replacement
 - a. Provide an engineer's estimate for complete dam replacement
2. Major Repairs
 - a. Provide an engineer's estimate for work to repair recommendations in the most recent inspection report
3. Dam Maintenance and Monitoring
 - a. Provide an anticipated schedule for future dam maintenance and an engineer's estimate for maintenance and monitoring.

4. Do Nothing or prepare for Failure
 - a. Investigate effects of dam failure and ways to prevent damage down stream
5. Dam Removal
 - a. Topographic, Bathymetric and Boundary Surveys
 - Perform topographic survey up and downstream of the dam
 - Perform bathymetric survey of the impoundment including probing for sediment depth
 - Perform property research and boundary survey
 - b. Sediment removal volume estimates
 - Using the data collected, a volume of sediment will be estimated
 - c. Sediment transport analysis
 - Using industry-accepted methods, an estimated sediment transport rate will be determined.
 - d. Hydraulic Modeling
 - Model Pre- and Post-removal hydraulic profiles for future floodplain permitting.
 - Model Pre- and Post-removal stream velocities for future fish passage evaluation.
 - Model Pre- and Post-removal shear stresses for bank protection, toe of slope protection, and future sizing of potential in-stream structures.
 - Prepare hydraulic analysis in accordance with EGLE Standards for future permitting.
 - Determine Pre- and Post-removal scour depths for Riverside bridge.
 - Determine Pre- and Post-removal water surface profile at the Riverside Bridge.
 - e. Geomorphic Assessment of the Rogue River
 - Evaluate bank stability, cross section, streambed materials and other geomorphic variables of the stream upstream and downstream of the impoundment.
 - Predict channel types that should occupy the area of the impoundment upon dam removal.
 - f. Environmental Impact Assessments
 - Review Michigan Natural Features Inventory for Threatened and Endangered Species potentially impacted by Dam Removal (for future consultation)
 - Analyze and delineate wetland impacts
 - Analyze floodplain impact
 - Review potential impacts from downstream with Michigan Department of Natural Resources – Fisheries
 - Develop inventory of potential stream impacts
 - g. Conceptual Design and Cost Estimate
 - Develop a conceptual design for the site post-dam removal
 - Provide an engineer's estimate for dam removal and stream restoration
 - h. Community engagement
 - Organize informational workshop for Council, Village staff, directly impacted stakeholders and the general public.
 - Provide additional community engagement platform for public feedback.
 - Attend an additional council meeting to discuss results of the report.

IV. Project Schedule:

Tasks/Milestones	Quarter (Q) 3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027
Grant Application and Award									
Grant Agreement									
Consultant Agreements									
Community Engagement									
Dam Replacement Cost Estimate									
Dam Major Repair Cost Estimate									
Dam Maintenance Monitoring Schedule									
Prepare for Failure Analyze									
Topographic, Bathymetric and Boundary Surveys									
Sediment Removal Volume Estimate									
Sediment Transport Analysis									
Hydraulic Modeling									
Environmental Impact Assessment									
Conceptual Design									
Dam Removal Cost Estimate									
Final Deliverable									

V. Project Budget:

See attached budget



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
DAM SAFETY PROGRAM
PROJECT BUDGET

Organization Name: Village of Beverly Hills
Project Name: Erity Dam Feasibility Study
Project Number: 2025-DRRGP-049

Staffing					
Name and Title of Staff	Hours	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Staffing Subtotal		\$ -	\$ -	\$ -	\$ -
Fringe Benefits					
Fringe		Rate	Grant Amount	Local Match Amount	Total
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -
Fringe Benefits Subtotal		0%	\$ -	\$ -	\$ -
Staffing and Fringe Benefits Subtotal			\$ -	\$ -	\$ -
Contractual Services					
Name of Contractor	Hours or Units	Rate or Total	Grant Amount	Local Match Amount	Total
Engineering Firm	1.00	\$ 200,000.00	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Contractual Services Subtotal		\$ -	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00
Supplies and Materials					
Itemized Supplies and Materials	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Supplies and Materials Subtotal		\$ -	\$ -	\$ -	\$ -

Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Equipment Subtotal			\$ -	\$ -	\$ -

Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Travel Subtotal			\$ -	\$ -	\$ -

Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Other Subtotal			\$ -	\$ -	\$ -

Project Subtotal			
	Grant Amount	Local Match Amount	Total
Project Subtotal	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00

Indirect					
Indirect Approach	No Indirect Expenses Requested				
Rate	0.00%				
Indirect Subtotal		\$ -	\$ -	\$ -	\$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?					

Grant and Match Budget			
Grant and Match Total	\$ 180,000.00	\$ 20,000.00	\$ 200,000.00
Project Percentage Split	90%	10%	

Sources of Match				
Organization		Dollar Value Committed		
		In Kind	Cash	Total
Village of Beverly Hills		\$ -	\$ 20,000.00	\$ 20,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Subtotal		\$ -	\$ 20,000.00	\$ 20,000.00
Total Match Must Equal Local Match Amount in Budget Sheet Above				\$ 20,000.00

If you need this information in an alternate format, call 800-662-9278 or contact: EGLE-Accessibility@Michigan.gov

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This form and its contents are subject to the Freedom of Information Act and may be released to the public.



Agenda Item Summary

To: Village Council

From: Neil Johnston, Public Services Director

Re: ***Business Agenda - C. Approve Engineering Services Proposal: Erity Dam Feasibility Study***

Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

HRC's has prepared a proposal to complete a feasibility study on the Erity Dam. Their proposal discusses the project services, timeline, and costs. This study will give the Village insight into how to move forward with the dam in its current condition. Detailed options for repair, replacement, removal, and preparation for future failure will all be included in the analysis.

The feasibility study is projected to kickoff with community engagement in January 2026 and will be completed by June 2027.

Financial Impact:

90% of this project's cost will be reimbursed by the DRRPG Grant, and 10% will be the responsibility of the Village. The total project cost will not exceed \$200,000.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby approves the proposal from HRC to conduct a feasibility study on the Erity Dam.

Attachments:

1. 20251001_Erity_Dam_Feasibility_Study_proposal_complete

October 1, 2025

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

Attn: Mr. Warren Rothe, Village Manager

Re: Proposal for Professional Engineering Services
Erity Dam Feasibility Study

HRC Job No. 20230916

Dear Mr. Rothe:

As requested, Hubbell, Roth and Clark, Inc. (HRC) is pleased to present this proposal to prepare a Feasibility Study to review and analyze the different courses of action the Village of Beverly Hills can take to address the failing condition of the Erity Dam and the environmental, social and fiscal impacts of the Erity Dam, on the community. Our scope of work is based on the general information provided in the Application for the Michigan Department of Environment, Great Lakes, and Energy's (EGLE's) Dam Risk Reduction Grant Program (DRRGP), for which HRC previously provided the Village with assistance on the grant application.

PROJECT UNDERSTANDING

In June of 2023, the Village of Beverly Hills received a dam inspection report from EGLE which summarized the condition of the Erity Dam as "poor" and provided recommendations to address the deficiencies noted during the inspection. The recommended improvements come at a significant cost to the Village and due to the age, access issues and Operations and Maintenance (O&M) costs associated with the dam and the expected useful life of any repairs, the Village decided it was time to take a comprehensive look at a cost/benefit analysis for future actions involving the dam. This dam is considered a priority because the dam was constructed in 1913 and has exceeded its useful life.

With HRC's assistance, the Village was successful in receiving a DRRGP grant for a Feasibility Study to assess alternatives for the future of the Erity Dam. As part of this Feasibility Study, the Village would like to explore options and strategies to determine the future of the Erity Dam to address deficiencies noted in the current inspection report, ensure safety of the surrounding residents, mitigate environmental impacts, promote fiscal responsibility and potentially leverage this project to support additional funding from other grant programs.

SCOPE OF SERVICES

The alternatives analysis will review the feasibility, costs, risk mitigation and environmental impacts of each of the following options/actions;

- Dam Replacement,
- Major Repairs,
- Dam Maintenance and Monitoring,
- Do Nothing (i.e. prepare for failure) and
- Dam Removal.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

The following scope of services will provide information necessary to analyze the identified alternatives and follows the items contained in the DRRGP application:

- 1) Engineer's Opinion of Probable Cost**
 - a. Estimate capital and life cycle costs of all alternatives.
- 2) Investigate Effects of Dam Failure and Downstream Damage Prevention**
- 3) Topographic, Bathymetric, and Boundary Surveys**
 - a. Perform topographic survey up and downstream of the dam.
 - b. Perform bathymetric survey of the impoundment including probing for sediment depth.
 - c. Perform property research and boundary survey.
- 4) Sediment Removal Volume Estimates**
- 5) Sediment Transport Analysis**
- 6) Hydraulic Modeling**
 - a. Model Pre- and Post-removal hydraulic profiles for future floodplain permitting.
 - b. Model Pre- and Post-removal stream velocities for future fish passage evaluation.
 - c. Model Pre- and Post-removal shear stresses for bank protection, Toe Of Slope (TOS) protection, and future sizing of potential in-stream structures.
 - d. Prepare hydraulic analysis in accordance with EGLE Standards for future permitting.
 - e. Determine Pre- and Post-removal scour depths for Riverside bridge.
 - f. Determine Pre- and Post-removal water surface profile at the Riverside Bridge.
- 7) Geomorphic Assessment of Rouge River**
 - a. Evaluate bank stability, cross section, streambed materials and other geomorphic variables of the stream upstream and downstream of the impoundment.
 - b. Predict channel types that should occupy the area of the impoundment upon dam removal.
- 8) Conceptual Site Design for Post-Dam Removal**
 - a. Develop a conceptual design and site rendering for the post-dam removal.
 - b. Provide an engineer's estimate for dam removal and stream restoration.
- 9) Community Engagement**
 - a. Organize one (1) informational workshop for Council, Village staff, directly impacted stakeholders and the general public.
 - b. Provide additional community engagement platform for public feedback.
 - c. Attend one (1) additional council meeting to discuss results of Report.

Please note, it is important that this Study remains focused on scope of the work that was presented to EGLE for their evaluation in determining awards for the Dam Risk Reduction Grant. Significant deviations from the original scope of the Study may be cause for EGLE to rescind funding as a breach of contract. However, additional scope could be considered should the Village fund the efforts directly.

The results of this Feasibility Study are not intended to select a design alternative or move forward with a particular design process but is meant to provide information and analysis for future decision makers to develop a plan for the future of the Erity Dam. There are several methods to replace a dam and numerous possibilities of what can be done with the land made available by dewatering the impoundment. This study will provide concepts of what could be accomplished with dam removal but is not intended to be an exhaustive study of the possibilities of dam removal nor does it recommend any particular use of the land.

ANTICIPATED PROJECT SCHEDULE

Grant Agreement & Authorization to Proceed	November 1, 2025
Stakeholder/Community Engagement	January 6, 2026 – June 30 2027
Dam Repair & Replacement Cost Estimates	January 6, 2026 – April 30, 2026
Damage Prevention/Preparation for Failure Analysis	February 2, 2026 – June 30, 2026
Topographic, Bathymetric and Boundary Surveys	April 1, 2026 – December 15, 2026
Sediment Removal Volume Estimates	June 1, 2026 – September 30, 2026
Sediment Transport Analysis	July 1, 2026 – October 31, 2026
Hydraulic Modeling	July 1, 2026 – December 15, 2026
Geomorphic Assessment of Rouge River	July 1, 2026 – December 15, 2026
Environmental Impact Analysis	July 1, 2026 – December 15, 2026
Conceptual Site Design for Post-Dam Removal	January 5, 2027 – May 15, 2027
Dam Removal/Stream Restoration Cost Estimates	March 8, 2027 – May 30, 2027
Final Deliverable	June 30, 2027

FEES FOR SERVICES

A breakdown of the items of work within each task of the project along with our estimated hours and associated fees are provided on the attached Table 1. As shown, our proposed total not-to-exceed engineering fee for this project is \$200,000.00, which is inline with the amount awarded for the Dam Risk Reduction Grant. This proposal includes services to complete a Feasibility Study in accordance with the Grant application and facilitate stakeholder and community engagement, as defined in the Proposal, throughout this process.

Bradley Shepler, P.E., Vice President will be the Principal In-Charge and we propose utilizing Jack Nagle, P.E., as Project Manager. Other key team members include Jennifer Morreale, PE, Manager, Fatemeh Babakhani, Ph.D, Manager and Adam Mansfield, E.I.T., Graduate Engineer II as specialists in environmental engineering, water resources, hydraulic modeling and low-impact development. All five members are familiar with this project and have extensive experience with water resources, environmental analysis and open channel hydraulics. We believe you are familiar with all of these individuals but can provide detailed resumes upon request.

If you have any questions or require any additional information, please contact the undersigned. Thank you again for the opportunity to submit this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley W. Shepler, P.E.
Vice President

pc: Village of Beverly Hills; Neil Johnston, Elizabeth Kutey
HRC; J. Nagle, A. Mansfield, J. Morreale, F. Babakhani, File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

**VILLAGE OF BEVERLY HILLS
ERITY DAM FEASIBILITY STUDY**

**TABLE 1
ESTIMATED HOURS AND FEES**

October 1, 2025

HRC Job No. 20230916

Task Description	Vice President	Manager (CIVIL)	Manager (HYDR)	Structural Project Engineer	Manager (ENV)	Graduate Architect	Graduate Engineer II	Designer (GIS/CADD)	Survey Dept. Project Manager	Total Hours
ERITY DAM FEASIBILITY STUDY										
Preliminary Engineering (Study Phase)										
1 Stakeholder/Community Engagement	40	40	-	-	-	-	24	24	-	128
2 Dam Repair & Replacement Cost Estimates	2	8	-	32	-	-	24	8	-	74
3 Damage Prevention/Preparation for Failure Analysis	2	8	16	16	-	-	16	8	-	66
4 Topographic, Bathymetric and Boundary Surveys	-	8	-	-	8	-	8	-	120	144
5 Sediment Removal Volume Estimates	-	8	8	-	8	-	16	16	-	56
6 Sediment Transport Analysis	-	8	40	-	8	-	-	-	-	56
7 Hydraulic Modeling	-	8	160	-	24	-	24	24	-	240
8 Geomorphic Assessment of Rouge River	4	8	-	-	119	-	36	2	40	209
9 Environmental Impact Analysis	2	16	16	-	16	-	36	8	-	94
10 Conceptual Site Design for Post Dam Removal	4	16	16	-	16	80	8	-	-	140
11 Dam Removal/Stream Restoration Cost Estimates	4	8	-	24	-	16	16	-	-	68
12 Final Deliverable	12	16	40	-	24	8	20	8	-	128
PROJECT TOTALS	70	152	296	72	223	104	228	98	160	1,403

ESTIMATED FEE SUMMARY

PERSONNEL	HOURS	RATE	TOTAL
Vice President	70	\$ 180.00	\$ 12,600.00
Manager (CIVIL)	152	\$ 140.00	\$ 21,280.00
Manager (HYDR)	296	\$ 168.00	\$ 49,730.00
Structural Project Engineer	72	\$ 140.00	\$ 10,080.00
Manager (ENV)	223	\$ 148.00	\$ 33,020.00
Graduate Architect	104	\$ 110.00	\$ 11,440.00
Graduate Engineer II	228	\$ 116.00	\$ 26,450.00
Designer (GIS/CADD)	98	\$ 110.00	\$ 10,780.00
Survey Dept. Project Manager	160	\$ 154.00	\$ 24,640.00

TOTAL ESTIMATED HRC LABOR COST \$ 200,000.00



Agenda Item Summary

To: Village Council

From: Neil Johnston, Public Services Director

Re: ***Business Agenda - D. Approve Design Engineering Proposal: FY 2027-2030 Water Main Improvement Projects***

Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

The recently completed water and sewer rate study established a sustainable capital investment target of approximately **\$2 million annually** (adjusted for inflation) for the Water and Sewer Fund. A significant portion of this program is dedicated to **ongoing water main replacement**, ensuring reliability, fire protection, and compliance with asset management best practices. The Village has recently completed the Pierce Road Water Main Project and is now preparing for the next phase of planned system renewal.

To proactively manage costs and maintain construction continuity, the Village proposes to have **four years of water main improvement projects designed in advance**. This will ensure that multiple project phases are “shovel ready,” allowing the Village to respond strategically to fluctuating bid conditions while maintaining the goal of completing one major replacement project each construction season.

Attached is a proposal from **Hubbell, Roth & Clark, Inc. (HRC)** to provide engineering design services for the FY 2027–2030 Water Main Improvement Program. The design encompasses approximately **14,000 linear feet** of new 8-inch water main along Locherbie, Kinross, Buckingham, Birwood, Norchester, Bedford, Hillcrest, Warwick, and the east side of Southfield Road. All locations were identified through the **Asset Management Decision Support Tool**, representing the highest-priority mains based on age, condition, and service reliability. The Southfield Road segment is coordinated with the **Road Commission for Oakland County’s** planned paving project in 2029.

Advantages of a Multi-Year Design Approach

Designing all project phases concurrently offers several strategic benefits:

1. **Cost Efficiency:** Completing all design work at once reduces duplication of survey, modeling, and permitting efforts, resulting in an estimated **\$80,000 savings** compared to separate annual design contracts. HRC's combined proposal represents **5.5% of total construction cost**, versus the typical 7%.
2. **Bidding Flexibility and Cost Control:** Having several projects fully designed provides the Village flexibility to **advance or defer phases** depending on construction pricing, budget availability, or workload. This readiness allows the Village to pursue **favorable bid climates** and maintain consistent investment levels each year.
3. **Regional and Utility Coordination:** The design schedule aligns with **RCOC's 2029 Southfield Road rehabilitation**, ensuring that water main installation is completed in advance to avoid costly pavement cuts or utility conflicts. Early permitting also facilitates coordination with **EGLE** and other utilities.
4. **Consistency and Long-Term Asset Management:** Designing consecutive phases ensures uniform design standards, materials, and hydraulic modeling across the Village, supporting **long-range infrastructure planning** and data-driven reinvestment.
5. **Scheduling Certainty and Staff Efficiency:** With all design work completed by late 2026, the Village can maintain predictable **winter bid cycles** and reduce annual project start-up time for both DPS staff and consultants.

Financial Impact:

Fund	Account #	Budget	Encumbered	Request	Remaining Budget	Within Budget
592	592-900-973.99	\$1,000,000	\$0	\$340,000	\$660,000	Yes

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council hereby approves the design engineering proposal from HRC for Fiscal Years 2027-2030 Water Main Improvement Projects in an amount not to exceed \$340,000, authorizing the Village Administration to execute all necessary agreements. Funds are available in account #592-900-973.99.

Attachments:

1. FY 2027-2030 Water Main Design Engineering Proposal

October 17, 2025

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

Attn: Mr. Neil Johnston, Director, Department of Public Services

Re: Proposal for Design Engineering Services
FY27 to FY30 Water Main Improvements

HRC Job No. 20250726

Dear Mr. Johnston:

As requested, Hubbell, Roth and Clark, Inc. (HRC) is pleased to present this budgetary estimate for consulting engineering services for the design of water main improvement projects to be constructed in successive years from FY27 through FY30. Our scope of work is based on information provided by the Village of Beverly Hills (The Village), planning discussions with your office, extensive knowledge of the area, extensive knowledge of the Village's water system and our experience with similar water system improvement projects. In summary, our services would include the necessary activities to design the installation of approximately 13,760 linear feet of 8-inch diameter water main, separated into four (4) projects of between 3,300 and 4,000 linear feet each and assist the Village with permitting and communicating the work. This work is anticipated for construction in FY27, FY28, FY29 (ahead of the Southfield Rd. paving project), and FY30.

PROJECT UNDERSTANDING

Portions of the Village's water system (mainly east of Evergreen Rd and north of Beverly Rd) were constructed prior to the mid-1940's and have had a recent history of breaks. In addition, many of the water mains in these areas are 6-inch in diameter which is less than current industry standards. Village administration approached HRC to develop a systematic approach to begin the replacement of these older water mains as their useful life diminishes, knowing that most of the remainder of the Village's water system was constructed in the 1960's and will be approaching the end of its useful life in the next 20 years.

The Village provided HRC with a projected budget of \$1.2 million to \$1.5 million per year for construction and construction engineering costs. Using conceptual estimates of \$375-\$400 per linear foot of water main installed, based on recent projects, this budget would allow for between 3,000 linear feet and 3,500 linear feet of new water main installation per year depending on project area conditions.

To avoid construction fatigue, HRC focused its proposed local water main improvement projects in the area between Southfield Rd. and Evergreen Rd., north of Beverly as areas east of Southfield Rd. have been inundated with construction projects recently. In addition, the proposed water main improvements are planned to coordinate with the paving of Southfield Rd. between 13 Mile and 14 Mile in the summer of 2029. HRC utilized the Village's new Asset Management Decision Support Tool to select the local water main improvements in this project area which scored highest on the scoring matrix.

Water main replacement design and bidding services are anticipated to be completed to provide for construction of the first phase of this project to begin in the Spring of 2027.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

The following water main improvement areas have been preliminarily outlined and fall into the above-described water system scoring matrix criteria and budgetary boundaries. Please refer to the project area map below:

- Locherbie Ave.; Southfield Rd. to Riverside Dr. (~ 525 lft)
- Kinross Ave.; Southfield Rd. to Riverside Dr. (~ 800 lft)
- Buckingham Ave.; Southfield Rd. to Riverside Dr. (~ 1,050 lft)
- Birwood Ave.; Southfield Rd. to Riverside Dr. (~ 1,200 lft)
- Norchester Dr.; Beverly Rd. to 14 Mile Rd. (~ 3,000 lft)
- Bedford Dr.; Norchester Dr. to Riverside Dr. (~ 1,500 lft)
- Hillcrest Ave.; Norchester Dr. to Riverside Dr. (~ 1,700 lft)
- Warwick Ave.; (Riverside Dr. to Norchester Dr. (~ 1,350 lft)
- East Side of Southfield Rd.; 14 Mile Rd. to Beverly Rd (~ 3,340)

Total: 14,465 linear feet

Figure 1: Proposed Project Area



SCOPE OF SERVICES

It is our understanding that the Village plans to competitively bid each phase of the water main replacement work in separate packages. However, to gain an economy of scale advantage for the design work, the Village would like all three phases of the project designed at one time. A scope of work for the design of the water main improvement projects has been developed and separated into preliminary and design development engineering. This scope of services is attached to this proposal. This scope of work has been developed based on our experience designing and constructing distribution system improvement projects, understanding the level of detail necessary for the Village water system design projects, our familiarity with the Village and County standards for design and construction, and the expectations of the Village for these types of projects.

ANTICIPATED PROJECT SCHEDULE

Topographic Survey	December 1, 2025 – January 30, 2026
Design Phase Kickoff Meeting	March 3, 2026
75% Contract Document Submittal	July 14, 2026
75% Design/Owner's Review Meeting	July 21, 2026
Part 399 Permitting	August 18, 2026 – November 18, 2026
Final Contract Documents	December 15, 2026
Project Procurement (Phase 1)	January 5, 2027 – February 2, 2027
Project Award (Phase 1)	February 16, 2027
Project Construction (Phase 1, FY27)	March 22, 2027 – June 30, 2027
Project Procurement (Phase 2)	April 6, 2027 – May 4, 2027
Project Award (Phase 2)	May 18, 2027
Project Construction (Phase 2, FY28)	August 2, 2027 – November 12, 2027
Project Procurement (Phase 3)	January 11, 2028 – February 8, 2028
Project Award (Phase 3)	March 7, 2028
Project Construction (Phase 3, FY29)	July 3, 2028 – October 13, 2028
Project Procurement (Phase 4)	January 11, 2029 – February 8, 2029
Project Award (Phase 4)	March 7, 2029
Project Construction (Phase 4, FY30)	July 3, 2029 – October 13, 2029

OPINION OF PROBABLE CONSTRUCTION COSTS

A budgetary cost estimate for the project was developed for each phase of the project with the assumption of patching any roadway that is disturbed during construction. Attached to this Proposal is the Engineer's Opinion of Probable Cost worksheet that details preliminary construction costs for each phase with a total estimate of approximately \$5,690,000, which includes inflationary adjustments for these future phases of work. In addition, construction engineering, which includes full-time field observation, contract administration and materials testing, is estimated at 15% of the construction costs. Therefore, the proposed total construction cost estimate for the project scope as described above would be approximately \$6,540,000. We note that this estimate is \$500,000 higher than the Village's anticipated budget ceiling, however, the project scope can be modified in Phase 2 and Phase 4 to bring the total construction costs in line with Village budget should it be necessary.

FEES FOR SERVICES

A breakdown of the items of work within each task of the project along with our estimated hours and associated fees are provided on the attached Table 1. Typically, for individual projects of the size and complexity of each phase, our proposed total not-to-exceed design fee would be approximately 7% of the estimated construction cost (or around \$398,250). However, by completing the design of all four (4) water main improvement projects up front and at one time our proposed total not-to-exceed design fee would be \$320,000 or just over 5.5% of the estimated construction cost. This proposal includes services to design and permit the water main project, assist the Village with competitively bidding each of the project phases and coordinate with RCOC during the anticipated Southfield Rd. paving project. We also request an allowance of \$20,000 for a subcontractor to collect soil borings in the project area.

Bradley Shepler, P.E., Vice President will be the Principal In-Charge. We propose utilizing Jack Nagle, P.E., as the Project Manager and Adam Mansfield, E.I.T., Graduate Engineer II as the lead design engineer. All three members are familiar with this project and have extensive experience with the municipal water systems in the area. We believe you are familiar with all of these individuals but can provide detailed resumes upon request.

If you have any questions or require any additional information, please contact the undersigned. Thank you again for the opportunity to submit this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley W. Shepler, P.E.
Vice President

pc: Village of Beverly Hills; Warren Rothe, Elizabeth Kutey
HRC; J. Nagle, A. Mansfield, File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

**Village of Beverly Hills Water System
FY27 through FY30 Water Main Design
West Beverly Water Main Improvements**

SCOPE OF WORK

October 17, 2025

Preliminary Engineering (Study Phase)

Task 1 – Project Scoping Confirmation

HRC will prepare a draft proposal of the proposed project to confirm the scope, budgetary cost estimate and anticipated schedule. Upon receipt of comments and discussion with the Village, HRC will finalize said proposal which will be used to memorialize the preliminary scope, budget and schedule of the project.

Task 2 – Topographic Survey

HRC will conduct strategic topographic survey along the portions of the roadways identified in the Proposal letter where necessary including structure drops where accessible. HRC will review and utilize the topographic survey obtained from other projects within the area to reduce fieldwork and costs.

Task 3 – Review of Background Documentation

HRC will review all available background information related to the project area including water service line location records and Sanitary Sewer CCTV records previously obtained through the Stormwater, Asset Management and Wastewater (SAW Grant).

Task 4 – Basis of Design, Modeling and Reporting

This project is primarily a water main replacement project, so modeling efforts will be minimal. All water main will either be replaced in kind or upgraded from 6-inch diameter to 8-inch diameter. A modeling analysis will be run to document the need for any additional water main installations that may be beneficial for looping, water quality or fire protection benefits. Water main installation methods will be discussed and memorialized, but either open-cut ductile iron water main or HDPE water main installed utilizing trenchless technologies (i.e. HDD or pipe bursting) presumed to be installed along the residential streets within the project limits.

Task 5 – Easement/ROW Review & Recommendations

HRC will review the conceptual alignments and report to The Village any areas which may require easements to complete the work. Preliminarily, it appears that the proposed water main can be installed completely within Village of Beverly Hills right-of-way and therefore should not require the acquisition of any temporary construction or permanent easements. However, the presence of significant utilities may require an alignment adjustment in some areas. Nevertheless, it is assumed that should any right-of-way or easement acquisition tasks be needed, they will be performed by HRC.

Task 6 – Existing Utility Review/Miss Dig Request

HRC will submit a Miss Dig ticket to notify the private utility companies in the project area of the upcoming project and collect, record and review quarter-section and/or record drawings from the utilities. HRC will compare the submitted drawings with the topographic survey and field investigation.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
801 Broadway NW
Suite 215
Grand Rapids, MI 49504
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

Task 7 – Existing Utility Confirmation Plans/Correspondence

HRC will draw the existing utilities on the base plans and send these plans to the companies with known utilities in the area for confirmation on location and accuracy.

Task 8 – Permit Investigation

HRC will investigate the permits necessary for the project. For this project it appears that a Water System Supply Permit (Part 399) from the State will be necessary as well as a Soil Erosion & Sedimentation Control Permit from the Oakland County Water Resources Commissioner (WRC) and a right-of-way permit from the Road Commission for Oakland County (RCOC). Further investigation will provide information on any other permits that may be necessary.

Design Development Phase

Task 1 – Design Phase Kickoff Meeting

HRC will conduct and memorialize one (1) meeting to review base plans, commence design and discuss the next steps in the design phase. HRC will provide base plans that include, at a minimum, topographic survey, right-of-way lines, street layout, plan view of existing utilities, service line information (where available) and a preliminary horizontal alignment for the water main for review at the meeting. Base plans will be submitted to The Village at least one (1) week prior to the meeting.

Task 2 – Perform Additional Investigations, Calculations and Modeling

Based on the results of the design kickoff meeting, HRC will perform any additional investigations and complete additional requests for modeling and calculations as deemed necessary.

Task 3 – Site Walkthrough Meeting

HRC will conduct a walkthrough of the project area with the base plans and preliminary design notes to review the projected alignment and identify any site constraints or roadblocks to the project scope and collect any additional information that the topographic survey may have overlooked. It is often prudent to conduct this walkthrough after the geotechnical investigation has been completed so that Miss Dig markings are visible.

Task 4 – Submit 75% Complete Construction Drawings & Specifications

HRC will submit 75% complete construction drawings and technical specifications to The Village for review and comment. Preliminary technical specifications, special provisions, price proposal sheet, bid item description and details will be provided. All documents for the proposed projects shall be prepared to industry standard including traffic control, surface/pavement restoration and SESC measures. Plan sheets will be developed on 22" x 34" sized sheets.

Task 5 – Submit 75% Cost Estimate and Project Schedule

HRC will submit an opinion of probable cost and anticipated project schedule based on the 75% complete construction drawings.

Task 6 – 75% Design/Owner's Review Meeting

HRC will conduct and memorialize an Owner's review meeting within a week after submittal of the 75% complete construction drawings, technical specifications, opinion of probable cost and project schedule to discuss comments from the document review.

Task 7 – Finalize Easement/ROW Recommendations

HRC will review any new information discovered during design development to determine if any easements are necessary to complete the proposed work. Additional easements requests will be forwarded to The Village for review and acquisition.

Task 8 – Permitting

HRC will prepare all permit applications for the Village signature and provide supplemental information needed for the submittal package. HRC is familiar with Environment, Great Lakes and Energy (EGLE) preferences for drawing content and appearance and will update drawings in accordance with Village standards prior to submittal to EGLE. HRC will also submit for a Soil Erosion and Sedimentation Control permit from the WRC on the WRC Permit Portal and Right-of-Way permit to RCOC on the behalf of the Village.

Task 9 – Submit Final Construction Drawings & Specifications

HRC will submit final construction drawings, details, technical specifications and all special provisions for Village review. Comments received from the 75% design review will be incorporated into the drawings and specifications as well as the continued design development.

Task 10 – Update Cost Estimate and Project Schedule

HRC will update the opinion of probable cost and project schedule documents based on the final construction drawings and specifications.

Task 11 – Develop Comprehensive List of Submittals

Upon finalizing the Contract Documents, HRC will review the technical specifications and develop a comprehensive list of submittals that will be required of the contractor during the construction phase.

Task 12 – Package Contract Documents for Bidding

HRC will review and prepare final sets of construction drawings and Contract Documents acceptable for bidding purposes. It is our understanding that the Village anticipates setting up three (3) separate bid packages so that one (1) construction project would take place in each Fiscal Year starting in 2027. HRC will deliver a reproducible set of the Contract Documents to the Village in PDF format and one (1) hard copy of the drawings and specifications for use in the office during each bidding period.

Task 13 – Design Phase Deliverables

HRC will package together a final Design phase package of deliverables for each Fiscal Yearbid package, that includes the following at a minimum;

- Final Contract Documents for Bidding Purposes
- Final Construction Schedule
- Final Cost Estimate
- Submittals List
- Meeting Summaries
- A record of comments from The Village and utility company reviews.
- A summary of decisions made through the study and design process.

Task 14 – Attend Pre-Bid Meeting and Prepare Meeting Summary

HRC will organize, attend and memorialize a Pre-Bid Meeting, if necessary, for each project.

Task 15 – Address Questions During Bidding & Prepare Addenda

HRC will address questions during the bidding process for each project that are directed to our attention and prepare addenda.

Task 16 – Bid & Qual Review, Bid Tab and Pre-Award Conference

HRC will attend the bid opening of each project, review the proposals and bid pricing, create formal bid tabulations and provide the Village with bid evaluations and review letters for the Village's review. If necessary HRC will organize, attend and memorialize one (1) Pre-Award Conference with the selected contractor.

Task 17 - Prepare Issued for Construction Documents

Upon Contract award, HRC will prepare issued for construction sets of Contract documents for each project that incorporates the complete proposal from the awarded contractor(s), all signed bonds and accepted insurance certificates, all addenda developed as part of the bidding process and any work change directives prepared after the bidding process. HRC will provide up to three (3) full-size and three (3) half-size copies of the construction drawings to The Village as well as a reproducible set of drawings and specifications in PDF format.

**VILLAGE OF BEVERLY HILLS
FY27 THROUGH FY30 WATER MAIN DESIGN
SOUTHFIELD RD. & WEST BEVERLY WM IMPROVEMENTS**

**TABLE 1
ESTIMATED HOURS AND FEES**

October 16, 2025

HRC Job No. 20250726

Task Description	Partner	Manager	Graduate Engineer	Designer (GIS/CADD)	Survey Crew (Two-Person Crew)	Total Hours
FY27 TO FY30 WATER MAIN IMPROVEMENTS						
<i>Preliminary Engineering (Study Phase)</i>						
1 Project Scoping Confirmation	2	6	6	-	-	14
2 Full Topographic Survey		16	12	60	224	312
3 Review of Background Information	4	10	20	-	-	34
4 Basis of Design Modeling and Reporting	4	6	12	16	-	38
5 Easement/ROW Review & Recommendations	-	2	4	8	-	14
6 Existing Utility Review/Miss Dig Request	-	8	12	40	-	60
7 Existing Utility Confirmation Plans/Correspondence	-	8	20	40	-	68
8 Permit Investigation	2	8	16	-	-	26
Subtotal	12	64	102	164	224	566
<i>Design Phase</i>						
1 Design Phase Kickoff Meeting	4	8	8	-	-	20
2 Perform Add'l Investigations, Calculations and Modeling	16	4	8	-	-	28
3 Site Walkthrough Meeting	8	12	16	12	-	48
4 Submit 75% Complete Construction Drawings & Specifications	40	140	180	600	-	960
5 Submit 75% Cost Estimate and Project Schedule	2	10	20	-	-	32
6 75% Design/Owner's Review Meeting	4	6	10	-	-	20
7 Finalize Easement/ROW Recommendations	2	8	16	-	-	26
8 Permitting	12	32	32	-	-	76
9 Submit Final Construction Drawings & Specifications	32	32	80	220	-	364
10 Update Cost Estimate and Project Schedule	4	8	16	-	-	28
11 Develop Comprehensive List of Submittals	-	12	32	-	-	44
12 Package Contract Documents for Bidding	-	16	20	40	-	76
13 Design Phase Deliverables	4	8	16	16	-	44
14 Attend Pre-Bid Meeting and Prepare Meeting Summary	8	32	32	16	-	88
15 Address Questions During Bidding & Prepare Addenda	8	24	32	16	-	80
16 Bid & Qual Review, Bid Tab and Pre-Award Conference	8	16	32	16	-	72
17 Prepare Issued for Construction Documents	4	4	32	32	-	72
Subtotal	156	372	582	968	-	2,078
PROJECT TOTALS	168	436	684	1,132	224	2,644

ESTIMATED FEE SUMMARY W/ STANDARD ROADWAY REPLACEMENT

PERSONNEL	HOURS	RATE	TOTAL
Partner	168	\$ 180.00	\$ 30,240.00
Manager	436	\$ 140.00	\$ 61,040.00
Graduate Engineer	684	\$ 120.00	\$ 82,080.00
Designer (GIS/CADD)	1,132	\$ 90.00	\$ 101,880.00
Survey Crew (Two-Person Crew)	224	\$ 200.00	\$ 44,800.00

TOTAL ESTIMATED HRC LABOR COST \$ 320,000.00

TOTAL SUBCONSULTANT FEES \$ 20,000.00

TOTAL LUMP SUM NOT-TO-EXCEED \$ 340,000.00

**PRELIMINARY OPINION OF
PROBABLE COST**

PROJECT: FY2027-2030 Water Main Projects
LOCATION: Village of Beverly Hills
WORK: Installation of new water main along Bedford, Birwood,
Buckingham, Hillcrest, Kinross, Locherbie, Norchester, Warwick
and Southfield Rd.

DATE: October 16, 2025
PROJECT #: 20250726
ESTIMATOR: AWM
CHECKED BY: JTN
CURRENT ENR CCI: 13927.75

Item	Qty	Unit Price	Total
FY 2027 Water Main Improvement Project (Birwood, Buckingham, Kinross, and Locherbie from Riverside to Southfield)			
1 Mobilization	1 lsum	@ \$56,000.00	= \$ 56,000.00
2 Color Audio-Video Route Survey	1 lsum	@ \$4,000.00	= \$ 4,000.00
3 HMA Surface, Rem	360 syd	@ \$10.00	= \$ 3,600.00
4 Sidewalk, Rem	445 syd	@ \$10.00	= \$ 4,450.00
5 Sign, Remove, Salvage And Reinstall	3 ea	@ \$200.00	= \$ 600.00
6 Fire Hydrant Assembly, Rem	4 ea	@ \$700.00	= \$ 2,800.00
7 Water Main, HDPE SDR 11, 8 Inch, Pipe Bursting	3,215 lft	@ \$125.00	= \$ 401,875.00
8 Water Main, DIWM CI 54, 8 Inch, OC W/ Restrained Joints	360 lft	@ \$140.00	= \$ 50,400.00
9 Gate Valve And Well, 8 Inch	9 ea	@ \$9,500.00	= \$ 85,500.00
10 Fire Hydrant Assembly, Complete	6 ea	@ \$9,000.00	= \$ 54,000.00
11 Water Service Connections and Transfers	64 ea	@ \$3,750.00	= \$ 240,000.00
12 Concrete Restraining Block	8 ea	@ \$1,750.00	= \$ 14,000.00
13 Connection to Existing Water Main System	16 ea	@ \$5,500.00	= \$ 88,000.00
14 Abandon Existing Water Main	3,575 lft	@ \$7.00	= \$ 25,025.00
15 Exploratory Excavation and Utility Locating	192 ea	@ \$225.00	= \$ 43,200.00
16 Aggregate Base, 21AA, Special	170 ton	@ \$45.00	= \$ 7,650.00
17 Hand Patching, 4EML, Mod	130 ton	@ \$225.00	= \$ 29,250.00
18 Sidewalk, Conc, 4 inch	3,200 sft	@ \$10.00	= \$ 32,000.00
19 Curb Ramp, Conc, 6 Inch	800 sft	@ \$15.00	= \$ 12,000.00
20 Detectable Warning Surface	40 lft	@ \$75.00	= \$ 3,000.00
21 Turf Restoration	1,700 syd	@ \$12.00	= \$ 20,400.00
22 Maintaining Traffic	1 lsum	@ \$10,000.00	= \$ 10,000.00
23 Soil Erosion And Sedimentation Control	1 lsum	@ \$6,000.00	= \$ 6,000.00
SUBTOTAL FY 2027 ESTIMATED CONSTRUCTION COST:			\$ 1,193,800.00
CONTINGENCY (20%)			\$ 238,800.00
CONST. COST INDEX INFLATION FROM OCT. 2025 (4%)			\$ 57,400.00
CONSTRUCTION ENGINEERING (ADMIN., OBSERVATION, TESTING)			\$ 223,500.00
TOTAL PROJECT COST FOR FY 2027			\$ 1,713,500.00

**PRELIMINARY OPINION OF
PROBABLE COST**

PROJECT: FY2027-2030 Water Main Projects
LOCATION: Village of Beverly Hills
WORK: Installation of new water main along Bedford, Birwood,
Buckingham, Hillcrest, Kinross, Locherbie, Norchester, Warwick
and Southfield Rd.

DATE: October 16, 2025
PROJECT #: 20250726
ESTIMATOR: AWM
CHECKED BY: JTN
CURRENT ENR CCI: 13927.75

Item	Qty	Unit Price	Total
FY 2028 Water Main Improvement Project (Bedford and Hillcrest from Riverside to Norchester and Norchester from Riverside to Saxon)			
1 Mobilization	1 lsum	@ \$61,000.00 = \$	61,000.00
2 Color Audio-Video Route Survey	1 lsum	@ \$4,000.00 = \$	4,000.00
3 HMA Surface, Rem	480 syd	@ \$10.00 = \$	4,800.00
4 Sidewalk, Rem	416 syd	@ \$10.00 = \$	4,160.00
5 Sign, Remove, Salvage And Reinstall	3 ea	@ \$200.00 = \$	600.00
6 Fire Hydrant Assembly, Rem	3 ea	@ \$700.00 = \$	2,100.00
7 Water Main, HDPE SDR 11, 8 Inch, Pipe Bursting	3,645 lft	@ \$125.00 = \$	455,625.00
8 Water Main, DIWM CI 54, 8 Inch, OC W/ Restrained Joints	405 lft	@ \$140.00 = \$	56,700.00
9 Gate Valve and Well, 8 inch	12 ea	@ \$9,500.00 = \$	114,000.00
10 Fire Hydrant Assembly, Complete	7 ea	@ \$9,000.00 = \$	63,000.00
11 Water Service Connections and Transfers	63 ea	@ \$3,750.00 = \$	236,250.00
12 Concrete Restraining Block	6 ea	@ \$1,750.00 = \$	10,500.00
13 Connection to Existing Water Main System	13 ea	@ \$5,500.00 = \$	71,500.00
14 Abandon Existing Water Main	4,050 lft	@ \$7.00 = \$	28,350.00
15 Exploratory Excavation and Utility Locating	189 ea	@ \$225.00 = \$	42,525.00
16 Aggregate Base, 21AA, Special	225 ton	@ \$45.00 = \$	10,125.00
17 Hand Patching, 4EML, Mod	175 ton	@ \$225.00 = \$	39,375.00
18 Sidewalk, Conc, 4 Inch	3,150 sft	@ \$10.00 = \$	31,500.00
19 Curb Ramp, Conc, 6 inch	600 sft	@ \$15.00 = \$	9,000.00
20 Detectable Warning Surface	30 lft	@ \$75.00 = \$	2,250.00
21 Turf Restoration	2,000 syd	@ \$12.00 = \$	24,000.00
22 Maintaining Traffic	1 lsum	@ \$10,000.00 = \$	10,000.00
23 Soil Erosion And Sedimentation Control	1 lsum	@ \$6,000.00 = \$	6,000.00

SUBTOTAL DIVISION II ESTIMATED CONSTRUCTION COST: \$ 1,287,400.00
CONTINGENCY (20%) \$ 257,500.00
CONST. COST INDEX INFLATION FROM OCT. 2025 (4%) \$ 61,800.00
CONSTRUCTION ENGINEERING (ADMIN., OBSERVATION, TESTING) \$ 241,100.00
TOTAL PROJECT COST FOR FY 2028 \$ 1,847,800.00

**PRELIMINARY OPINION OF
PROBABLE COST**

PROJECT: FY2027-2030 Water Main Projects
LOCATION: Village of Beverly Hills
WORK: Installation of new water main along Bedford, Birwood,
Buckingham, Hillcrest, Kinross, Locherbie, Norchester, Warwick
and Southfield Rd.

DATE: October 16, 2025
PROJECT #: 20250726
ESTIMATOR: AWM
CHECKED BY: JTN
CURRENT ENR CCI: 13927.75

Item	Qty	Unit Price	Total
FY 2029 Water Main Improvement Project (Southfield Rd. Beverly to 14 Mile Rd.)			
1 Mobilization	1 Isum	@ \$40,000.00	= \$ 40,000.00
2 Color Audio-Video Route Survey	1 Isum	@ \$4,000.00	= \$ 4,000.00
3 HMA Surface, Rem	450 syd	@ \$10.00	= \$ 4,500.00
4 Sidewalk, Rem	600 syd	@ \$10.00	= \$ 6,000.00
5 Sign, Remove, Salvage And Reinstall	18 ea	@ \$200.00	= \$ 3,600.00
6 Fire Hydrant Assembly, Rem	3 ea	@ \$700.00	= \$ 2,100.00
7 Water Main, HDPE SDR 11, 8 Inch, HDD	2,280 lft	@ \$125.00	= \$ 285,000.00
8 Water Main, DIWM CI 54, 8 Inch, OC W/ Restrained Joints	360 lft	@ \$140.00	= \$ 50,400.00
8 Water Main, DIWM CI 54, 8 Inch, OC	700 lft	@ \$130.00	= \$ 91,000.00
9 Gate Valve And Well, 8 Inch	9 ea	@ \$9,500.00	= \$ 85,500.00
10 Fire Hydrant Assembly, Complete	8 ea	@ \$9,000.00	= \$ 72,000.00
13 Connection to Existing Water Main System	9 ea	@ \$5,500.00	= \$ 49,500.00
15 Exploratory Excavation and Utility Locating	36 ea	@ \$225.00	= \$ 8,100.00
16 Aggregate Base, 21AA, Special	189 ton	@ \$45.00	= \$ 8,510.00
17 Hand Patching, 4EML, Mod	150 ton	@ \$225.00	= \$ 33,750.00
Driveway, Non-Reinf Conc, 6 inch	25 syd	@ \$75.00	= \$ 1,875.00
18 Sidewalk, Conc, 4 inch	4,680 sft	@ \$10.00	= \$ 46,800.00
19 Curb Ramp, Conc, 6 Inch	720 sft	@ \$15.00	= \$ 10,800.00
20 Detectable Warning Surface	60 lft	@ \$75.00	= \$ 4,500.00
21 Turf Restoration	1,670 syd	@ \$12.00	= \$ 20,040.00
22 Maintaining Traffic	1 Isum	@ \$20,000.00	= \$ 20,000.00
23 Soil Erosion And Sedimentation Control	1 Isum	@ \$6,000.00	= \$ 6,000.00
SUBTOTAL FY 2027 ESTIMATED CONSTRUCTION COST:			\$ 854,000.00
CONTINGENCY (20%)			\$ 170,800.00
CONST. COST INDEX INFLATION FROM OCT. 2025 (8.16%)			\$ 83,700.00
CONSTRUCTION ENGINEERING (ADMIN., OBSERVATION, TESTING)			\$ 166,300.00
TOTAL PROJECT COST FOR FY 2029			\$ 1,274,800.00

**PRELIMINARY OPINION OF
PROBABLE COST**

PROJECT: FY2027-2030 Water Main Projects
LOCATION: Village of Beverly Hills
WORK: Installation of new water main along Bedford, Birwood,
Buckingham, Hillcrest, Kinross, Locherbie, Norchester, Warwick
and Southfield Rd.

DATE: October 16, 2025
PROJECT #: 20250726
ESTIMATOR: AWM
CHECKED BY: JTN
CURRENT ENR CCI: 13927.75

Item	Qty	Unit Price	Total
FY 2030 Water Main Improvement Project (Norchester from Beverly to Riverside and Warwick from Norchester to Riverside)			
1 Mobilization	1 lsum	@ \$52,000.00	= \$ 52,000.00
2 Color Audio-Video Route Survey	1 lsum	@ \$4,000.00	= \$ 4,000.00
3 HMA Surface, Rem	400 syd	@ \$10.00	= \$ 4,000.00
4 Sidewalk, Rem	338 syd	@ \$10.00	= \$ 3,380.00
5 Sign, Remove, Salvage And Reinstall	3 ea	@ \$200.00	= \$ 600.00
6 Fire Hydrant Assembly, Rem	4 ea	@ \$700.00	= \$ 2,800.00
7 Water Main, HDPE SDR 11, 8 Inch, Pipe Bursting	3,150 lft	@ \$125.00	= \$ 393,750.00
8 Water Main, DIWM CI 54, 8 Inch, OC W/ Restrained Joints	350 lft	@ \$140.00	= \$ 49,000.00
9 Gate Valve and Well, 8 inch	10 ea	@ \$9,500.00	= \$ 95,000.00
10 Fire Hydrant Assembly, Complete	7 ea	@ \$9,000.00	= \$ 63,000.00
11 Water Service Connections and Transfers	45 ea	@ \$3,750.00	= \$ 168,750.00
12 Concrete Restraining Block	3 ea	@ \$1,750.00	= \$ 5,250.00
13 Connection to Existing Water Main System	16 ea	@ \$5,500.00	= \$ 88,000.00
14 Abandon Existing Water Main	3,500 lft	@ \$7.00	= \$ 24,500.00
15 Exploratory Excavation and Utility Locating	135 ea	@ \$225.00	= \$ 30,375.00
16 Aggregate Base, 21AA, Special	185 ton	@ \$45.00	= \$ 8,325.00
17 Hand Patching, 4EML, Mod	145 ton	@ \$225.00	= \$ 32,625.00
18 Sidewalk, Conc, 4 Inch	2,250 sft	@ \$10.00	= \$ 22,500.00
19 Curb Ramp, Conc, 6 inch	800 sft	@ \$15.00	= \$ 12,000.00
20 Detectable Warning Surface	40 lft	@ \$75.00	= \$ 3,000.00
21 Turf Restoration	1,700 syd	@ \$12.00	= \$ 20,400.00
22 Maintaining Traffic	1 lsum	@ \$10,000.00	= \$ 10,000.00
23 Soil Erosion And Sedimentation Control	1 lsum	@ \$6,000.00	= \$ 6,000.00

SUBTOTAL DIVISION II ESTIMATED CONSTRUCTION COST: \$ 1,099,300.00
CONTINGENCY (20%) \$ 219,900.00
CONST. COST INDEX INFLATION FROM OCT. 2025 (12.5%) \$ 164,900.00
CONSTRUCTION ENGINEERING (ADMIN., OBSERVATION, TESTING) \$ 222,700.00
TOTAL PROJECT COST FOR FY 2030 \$ 1,706,800.00

TOTAL CONSTRUCTION FY27 TO FY30 \$ 5,689,300.00
TOTAL CONSTRUCTION ENGINEERING FY27 TO FY30 \$ 853,600.00
TOTAL PROJECT COST (CONSTRUCTION ONLY) FY27 TO FY30 \$ 6,542,900.00



Agenda Item Summary

To: Village Council
From: Neil Johnston, Public Services Director
Re: ***Business Agenda - E. Consider granting an extension to Hutch Paving for the 2026 Road Program***
Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

The Department of Public Services, in coordination with the Village Engineer (Hubbell, Roth & Clark), recommends extending the existing contract with Hutch Paving Inc. to include the 2026 road program. This approach builds on the Village's recent success with Hutch's work on the 2025 road program and presents an opportunity to maintain stability in pricing. Upon request from the Village, Hutch Paving has offered to **honor its 2025 unit pricing** for grading and paving items. These two categories typically represent 90% of a construction project's value. This offer provides valuable cost stability and continuity at a time when many municipalities are experiencing significant bid increases because of the current economic climate. For example, from 2015-2023, MDOT projects have experienced a 63% increase in highway construction costs in the Detroit Metro Region ([source](#)).

Approving the extension at this stage positions the Village to finalize design, quantities, and a formal change order early in 2026, ensuring the project is ready to proceed when the construction season begins. This action does not bind the Council to final costs but rather secures an opportunity to lock in favorable pricing in advance. Once design and bid quantities are finalized, a detailed change order reflecting confirmed unit prices and total costs will be presented to Council for formal approval to complete the contract extension.

This recommendation is consistent with the Village's long-standing practice of maintaining multi-year relationships with high-performing vendors, such as those overseeing the annual tree maintenance and sidewalk cutting programs. These partnerships have delivered measurable efficiencies in pricing, scheduling, and familiarity with Village standards—advantages that extend directly to the community through improved service and reduced design engineering overhead.

Financial Impact:

Funds are included in the FY 2026 budget and will be included in the FY 2027 budget for the construction of the 2026 road program. Extending Hutch Paving's contract provides budget predictability and reduces exposure to uncertain bid conditions in 2026.

Recommendation:

Should the Village Council wish to move forward with granting the extension, the below resolution could be made. In the event the Council does not want to grant an extension, no action is needed, and the project will be bid after the completion of design.

BE IT RESOLVED, the Village Council hereby grants the requested contract extension to Hutch Paving for the 2026 road program, subject to Council approval of an official change order once final quantities are determined.

Attachments:

1. 2026 Line Item Extension Letter Hutch



3000 East Ten Mile Rd. Warren, MI 48091

Date: October 16, 2025

Warren Rothe
Village Manager
The Village of Beverly Hills, MI

Subject: Pricing Commitment for 2026 Paving Project - Village of Beverly Hills

Thank you for providing the details regarding the proposed 2026 paving project for the Village of Beverly Hills. Hutch Paving Inc. is pleased to confirm our intent to hold current contract pricing on grading and paving items.

We understand the proposed cross section along Pierce St. and the similarities to this year's project for Kirkshire and Birwood. We are committed to maintaining pricing consistency and transparency as well as keeping the option available for any pricing adjustments as needed for economy of scale and special project conditions, once the plans are approved and finalized.

Please consider this letter as our formal statement of intent. We appreciate the opportunity to continue our partnership with the Village of Beverly Hills, MI and look forward to another successful project.

If a signed copy or additional documentation is required ahead of the October 21st meeting, please let us know.

Sincerely,

Colton Oedy
Hutch Paving Inc.



Agenda Item Summary

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

Re: ***Business Agenda - F. First Reading of Ordinance #393***
Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

At the Joint Planning Commission and Village Council meeting on February 12, 2025, one of the priorities identified by staff was to draft and adopt zoning ordinance standards for generators, air conditioners, and other similar mechanical equipment that is maintained outside. During this meeting, it was noted that standards had previously been considered; however, they were part of a larger package of amendments that were not adopted. It was further noted that the primary concern with these types of mechanical systems is noise abatement. The Planning Commission spent the following months discussing the topic and associated concerns. The intent of the proposed standards is to provide guidance as to where mechanical units (i.e. air conditioning units, generators, etc.) may be located on a property, acceptable decibel levels, and the treatment of existing mechanical units that may be considered legal non-conformities following the adoption of the proposed standards. The newly proposed standards would be incorporated into the Zoning Ordinance, Section 46-170 Accessory Buildings, Structures, and Uses in Residential Zone Districts.

Particularly as it relates to noise abatement, the Planning Commission considered a variety of different placement locations, such as on the side of the house without windows, adjacent to the street, or with a significant setback between the unit and adjacent neighbors. The Planning Commission also considered vegetative screening as a noise abatement method. Ultimately, it was determined that new and/or expanded units should be located in the rear yard to adequately abate any noise produced, and while vegetative screening is desirable, they did not want to make it a requirement. Additionally, the Planning Commission considered decibel levels as a way to mitigate noise. They considered decibel levels of neighboring communities and common manufacturer specifications. Originally, 65 dbA was proposed. Upon further discussion, the proposed maximum was increased to 70dbA which would better accommodate the larger mechanical units required for the larger housing stock of the community.

At their September 24th meeting, the Planning Commission held a public hearing, as required

by the Zoning Enabling Act, to receive comments on the proposed zoning ordinance language. No members of the public commented on the proposed amendments during the meeting, nor were any written comments received. The Planning Commission voted 4–3 to forward a recommendation of adoption to Village Council, with those voting against being in favor of a lower decibel threshold.

Financial Impact:

N/A

Recommendation:

Hold the first reading of Ordinance #393 as presented.

Attachments:

1. Ordinance #393

VILLAGE OF BEVERLY HILLS
ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 46, ZONING, SECTION 170 –
ACCESSORY BUILDINGS, STRUCTURES AND USES IN RESIDENTIAL ZONE
DISTRICTS, OF THE VILLAGE MUNICIPAL CODE

The Village of Beverly Hills Ordains:

Section 1.01. Chapter 46, Section 170 – Accessory buildings, structures and uses in residential zone districts, be amended to add Section (j) Mechanical units (i-iv) to read as follows:

Chapter 46, Section 46-170(j) Mechanical units (i-iv).

Sec. 46-170. Accessory buildings, structures and uses in residential zone districts.

(j) Mechanical units (i.e. a/c condensers, generators, or any other noise-producing mechanical system located in the yard of a residential unit) may be located as follows:

- i. Within a rear yard; provided that the unit is located at least five (5) feet from adjoining lot lines and not more than five (5) feet from the principal building;
- ii. Within a side yard which is in excess of the required side yard setback and not more than five (5) feet from the principal building;
- iii. The noise generated by such unit shall not exceed 70dBA when measured from the nearest point at the property line, as determined by the manufacturer's specifications. Testing or maintenance of generators shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
- iv. Properties with existing mechanical equipment located in the side yard may be repaired or replaced in the same location. Expansion or relocation of mechanical equipment shall be subject to the provisions of this section.

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

Section 3.01. SAVING CLAUSE. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were commenced.

Section 4.01. EFFECTIVE DATE. A public hearing having been held by the Planning Commission on September 24, 2025, the provisions of this Ordinance shall take effect upon its publication in a newspaper circulated within the Village.

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

John George, Village President

Carissa Brown, Village Clerk

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 October, 2025.

Carissa Brown, Village Clerk



Agenda Item Summary

To: Village Council
From: Warren Rothe, Village Manager
Adam Landis, Assistant to the Village Manager/ Office Manager

Re: ***Business Agenda - G. Approve Insurance Renewal with the Michigan Municipal Risk Management Authority (MMRMA)***

Date: October 21, 2025 - [Click to View Agenda](#)

Summary:

Enclosed is the renewal proposal from the Michigan Municipal Risk Management Authority (MMRMA) for the Village's liability and property insurance coverage. The policy renews on November 1, 2025, and maintains the same coverage terms as the current policy year. This includes a self-insured retention of \$75,000 for liability and, for vehicle and physical damage, a self-insured retention of \$15,000 per vehicle and \$30,000 per occurrence. The liability limit is \$10,000,000 with various other limits listed on page 3. There is also a stop-loss policy that would limit all liability in any Village fiscal year to \$150,000. This is provided at a cost of \$5,501.

Financial Impact:

The total premium, stop loss, and retention fund contribution for this year is \$209,096. Last year's total contribution was \$196,961, which equates to just over a 6% increase from last year. The Village's annual distribution payment from MMRMA will be \$13,656.

Recommendation:

BE IT RESOLVED, the Beverly Hills Village Council approves the Michigan Municipal Risk Management Authority Liability and Property Insurance renewal effective November 1, 2025, through October 31, 2026, in the amount of \$209,096. Funds are available in accounts 101-248-935.00, 205-345-935.00, and 592-540-935.00

Attachments:

1. MMRMA Coverage Proposal

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	Village of Beverly Hills	Proposal No: Q000015305
Date of Original Membership:	November 1, 2000	
Proposal Effective Dates:	November 01, 2025 To November 01, 2026	
Member Representative:	Adam Landis	Telephone #: (248) 646-6404
Regional Risk Manager:	Ibex Insurance Services	Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Village of Beverly Hills** (hereinafter "Member") is eligible to be a Member of MMRMA. **Village of Beverly Hills** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

Village of Beverly Hills is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

Village of Beverly Hills is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Village of Beverly Hills's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	\$75,000 Per Occurrence
Vehicle Physical Damage	\$1,000 Per Vehicle	\$15,000 Per Vehicle \$30,000 Per Occurrence
Fire/EMS Replacement Cost	\$1,500 Per Occurrence	N/A
Property and Crime	\$1,500 Per Occurrence	N/A
Sewage System Overflow	N/A	\$75,000 Per Occurrence

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **Village of Beverly Hills** is afforded all coverages provided by MMRMA, except as listed below:

- 1.
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

Village of Beverly Hills agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Liability	10,000,000	N/A	N/A	N/A
2	Judicial Tenure	N/A	N/A	N/A	N/A
3	Sewage System Overflows	500,000	N/A	500,000	N/A
4	Volunteer Medical Payments	25,000	N/A	N/A	N/A
5	First Aid	2,000	N/A	N/A	N/A
6	Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7	Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
	Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8	Michigan No-Fault	Per Statute	N/A	N/A	N/A
9	Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime		Limits of Coverage Per Occurrence		Annual Aggregate	
		Member	All Members	Member	All Members
1	Buildings and Personal Property	10,148,318	350,000,000	N/A	N/A
2	Personal Property in Transit	2,000,000	N/A	N/A	N/A
3	Unreported Property	5,000,000	N/A	N/A	N/A
4	Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5	Fine Arts	2,000,000	N/A	N/A	N/A
6	Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7	Money and Securities	1,000,000	N/A	N/A	N/A
8	Accounts Receivable	2,000,000	N/A	N/A	N/A
9	Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10	Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11	Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12	Dam/Dam Structures/Lake Level Controls	250,000	N/A	N/A	N/A
13	Transformers	2,500,000	N/A	N/A	N/A
14	Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15	Marine Property	1,000,000	N/A	N/A	N/A
16	Other Covered Property	20,000	N/A	N/A	N/A
17	Income and Extra Expense	5,000,000	N/A	N/A	N/A
18	Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19	Faithful Performance	Per Statute	N/A	N/A	N/A
20	Earthquake	5,000,000	N/A	5,000,000	100,000,000
21	Flood	5,000,000	N/A	5,000,000	100,000,000
22	Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.			
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim	Retroactive Date
	\$2,000,000		
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000 Each Claim	7/1/2013
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000 Each Claim	7/1/2013
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000 Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000 Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000 Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000 Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above	Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above	Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000 Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

D. Contribution for MMRMA Participation

Village of Beverly Hills

Period: November 01, 2025 To November 01, 2026

Coverages per Member Coverage Overview:	\$163,595
Stop Loss Coverage:	\$5,501
Member Loss Fund Deposit:	\$40,000
TOTAL ANNUAL CONTRIBUTIONS:	\$209,096

E. List of Addenda

- 1. Limited Liability Coverage For Use or Operations of Unmanned Aircraft
- 2. Stop Loss Program Participation Agreement

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:	Proposal No:	
Village of Beverly Hills	Q000015305	MMRMA

Member Representative

MMRMA Representative

Date

Date

ADDENDUM

STOP LOSS PROGRAM PARTICIPATION AGREEMENT

Optional

The Stop Loss Program limits the Member's cash payments during a July 1 - June 30 year for those costs falling within the Member's SIR. The Stop Loss Program responds only to cumulative Member SIR payments, including damages, indemnification, and allocated loss adjustment expenses, within a July 1 - June 30 calendar year. The paid costs include payments for any coverage provided to the Member by MMRMA provided that the costs are actually paid within the July 1 - June 30 period. On July 1 of each year, the Member's paid costs accumulate from zero.

If the Member has chosen to participate in the Stop Loss Program, and if the Member's paid costs exceed the member's entry point, the Stop Loss Program will pay, until July 1, all costs that would, in the absence of the Stop Loss Program, be paid from the Member's SIR. **Village of Beverly Hills's** entry point is **\$150,000**. Withdrawing Members do not participate in the Stop Loss Program after the date of withdrawal.

The Member agrees to be bound by MMRMA rules relating to the Stop Loss Program.

Accepted by:

Member Representative

Date: _____

MMRMA

Authorized Representative

Date: _____

ADDENDUM

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT (Optional)

This addendum modifies the Liability and Motor Vehicle Physical Damage Coverage Document

A. LIMITATIONS OF COVERAGE, PROCEDURES, EXCLUSIONS, DEFINITIONS.

1. MMRMA will pay for any loss as defined in Sections 1 and 2 of the Liability and Motor Vehicle Physical Damage Coverage Document, caused by the use or operation of an Unmanned Aircraft, the actual loss up to a \$1,000,000 limit per occurrence and subject to a \$2,000,000 annual member aggregate.
2. The Member Duties, Responsibilities, Other Conditions stated in Section 7 of the Liability and Motor Vehicle Physical Damage Coverage Document shall apply to Limited Liability Coverage for use or operations of Unmanned Aircraft.
3. As respects this Limited Liability Coverage for Use or Operations of Unmanned Aircraft Addendum, Section 7; Member Duties, Responsibilities, Other Conditions, of the Liability and Motor Vehicle Physical Damage Coverage Document is amended to include the following:

P. FAA COMPLIANCE

The terms of this Addendum apply only if the Member is in compliance with all FAA rules and regulations governing the use or operation of an unmanned aircraft, at time of occurrence.

4. The Liability and Motor Vehicle Physical Damage Coverage Document Section 4, Definitions, shall apply to this Limited Liability Coverage For Use Or Operation Of An Unmanned Aircraft Addendum.
5. As respects this Limited Liability Coverage For Use Or Operations Of Unmanned Aircraft Addendum, Section 2; Exclusion C, of the Liability and Motor Vehicle Physical Damage Coverage Document is deleted in its entirety and replaced by the following:

EXCLUSIONS

- C. Ownership, maintenance, loading or unloading, use or operation of any aircraft (other than unmanned aircraft), airfields, or runways; watercraft over 75 feet in length;

Period: 11/01/2025 to 11/01/2026

LIMITED LIABILITY COVERAGE FOR USE OR OPERATIONS OF UNMANNED AIRCRAFT
(Optional)

Accepted By:
Village of Beverly Hills

Member ID:
900

MMRMA

Member Representative

Date

MMRMA Representative

Date



Manager Report

To: President George and Village Council

From: Warren Rothe, Village Manager

Re: October 21, 2025, Manager Report

General Updates

- A **special Council meeting** will be held on **Thursday November 6th** for the purposes of **interviewing Village Attorney candidates**. This meeting is open to the public.
- Lieutenant Ginther and Director Arnold are **preparing ordinance amendments involving open burning and National Fire Prevention Association Code**. These ordinance amendments will be brought to the attention of Village Council at the November 4th Council meeting.
- The Village Council will hold its annual public hearing on the **CDBG funding program** at the **November 4th Council meeting** and consider approving the 2026 CDBG funding request.
- The Department of **Public Safety** has several **candidates** in the hiring process and is conducting initial interviews.
- Directors Stec and Johnston met with HRC to kick-off the **upcoming DDA initiative**.
- The Village has launched a **new online portal** where the community can [access](#) Village Council and other Board and Commission **agendas, minutes, and packets**. Once meeting video is available, it will be accessible directly through the portal. This is part of the Civic Clerk software the Village Council approved several months ago.
- **Budget amendments** are being prepared for Council's consideration at an upcoming November Council meeting.
- A [new page](#) dedicated to **centralizing the various communication methods** the Village offers has been created and linked on our homepage. We are creating a flyer with a QR code to begin advertising this in multiple locations, including the 2026 Village calendar.

- SRO Lawson, Detective Brewster, Clerk Brown, and I attended **the annual Birmingham Youth Assistance Appreciation Breakfast** on October 15th. It was good to learn more about the program and meet several Beverly Hills residents who work with BYA in professional and volunteer capacities.
- Village staff have prepared **draft permit, inspection, and guideline documents** for implementing the backyard chicken provisions of the recently adopted animal ordinance. Permits will begin being accepted after the Council adopts at fee at its October 21st meeting.
- At the October 16th **Parks and Rec Board meeting**, the Board discussed two proposals from its partner Wayne State University regarding sculptures in the various Village parks.
- The **Zoning Board of Appeals** met on October 13th and granted a dimensional setback variance for an attached accessory structure.
- The Village is preparing an **RFP** for the **Southfield & Beverly Intersection Study**, which is primarily funded through a grant from Oakland County.
- The Village continues to work with the DNR to receive approval to award the bid for the **Spark Grant**.
- MDOT conducted the **TAP Project** bid opening on Friday October 3rd, the verified low bidder is Toebe Construction. MDOT is actively working with Toebe on preparing contract documents. The Village has yet to receive confirmation of the final verified bid amounts, but the as-submitted bid came in at **\$3,221,886.56**.
- The Village Treasurer implemented a **new check scanner**, which allows for the Village to process and deposit checks more quickly as well as be notified of NSF payments sooner.
- **Village computers have been updated to Windows 11**, driven by the recent end of support for Windows 10. Several computer replacements were needed, which were accomplished within existing department budgets.
- 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 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 20 | 3:00 PM – 7:00 PM
 - 📍 TJ Maxx

October 25 | 1:00 PM – 6:00 PM

FY 2026 Q1 Financial Report and Major Projects

- Accompanying the Manager's Report is the Fiscal Year 2026 Q1 Financial Report showing cash balances and revenue and expenditure information from July 1 to September 30.
- For an inside look at spending on our major projects this fiscal year, please see the table below. I will be updating the dollar amounts and listed projects on a monthly basis.

Project	FY26 Budget	FY26 YTD Spending
Safe Routes to School	\$ 652,475.00	\$ 281,267.66
TAP Grant Sidewalks	\$ 1,496,000.00	\$ 14,122.75
Sidewalk Cutting - Precision Concrete	\$ 358,800.00	\$ 359,023.00
Sidewalk Slab Program - SAD	\$ 100,000.00	\$ 42,867.04
DPW & Building Official Vehicles	\$ 115,000.00	\$ 114,436.98
Code Enforcement Vehicle	\$ 57,500.00	\$ 47,768.31



**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!





HALLOWEEN HOOT!
Saturday October 25, 2025
6:00–8:00 PM
Beverly Park
18801 Beverly Road, Beverly Hills, MI 48025

**Wear a costume and bring a flashlight for trick-or-treating
around the friendly Halloween Hoot trail!**





Date: October 15, 2025

From: Elizabeth Kutey, Finance Director

Subject: Cash and Investment Summary as of September 30, 2025
Revenue and Expenditure Report for the 3 months ended September 30, 2025

Reports presented are:

Cash and Investment Summary – This report includes all cash as well as investment accounts as of September 30, 2025, for all funds. Also included is a summary of fiscal year to date interest earnings for each fund.

Revenue and Expenditure Report - This report does not include various year-end journal entries and adjustments, such as accruals, as those are only required only for the year-end audited financial statements. The budget is the original budget approved in June of 2025.

It should be noted that any departments within a fund whose expenditures exceed the approved budget for that department have not yet had project budget carryforwards approved. Carryforwards for various projects will come to the Council for approval in November.

Also, if a fund has no approved budget and/or no activity for the period, it is not included in this report.

10/11/2025

CASH SUMMARY BY FUND FOR VILLAGE OF BEVERLY HILLS
FROM 07/01/2025 TO 09/30/2025
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance	Net	Ending Balance	Fiscal YTD Interest
		07/01/2025	Increase/(Decrease)	09/30/2025	Earnings
101	GENERAL FUND	3,237,611.80	1,051,395.98	4,289,007.78	25,794.75
103	VACATION RESERVE FUND	46,458.08	(5,530.75)	40,927.33	491.15
105	SICK PAY FUND	151,876.31	1,685.63	153,561.94	1,685.63
202	MAJOR ROAD FUND	858,449.40	(731.24)	857,718.16	8,004.10
203	LOCAL STREET FUND	1,578,286.12	(837,844.38)	740,441.74	17,421.91
205	PUBLIC SAFETY DEPARTMENT	5,298,796.72	5,919,418.05	11,218,214.77	74,078.27
208	PARK IMPROVEMENT FUND	334,822.57	246,002.45	580,825.02	4,104.40
226	GARBAGE AND RUBBISH COLLECTION FUND	0.00	915,347.40	915,347.40	1,039.74
265	DRUG LAW ENFORCEMENT FUND	52,519.27	0.00	52,519.27	
271	LIBRARY FUND	72,044.32	459,340.74	531,385.06	1,154.28
401	CAPITAL PROJECTS FUND	3,038,120.05	(173,506.65)	2,864,613.40	34,019.37
592	WATER/SEWER OPERATION FUND	1,786,662.47	434,853.08	2,221,515.55	17,367.96
701	TRUST & AGENCY FUND	358,974.03	6,033.27	365,007.30	0.26
730	RETIREE HEALTH CARE TRUST FUND	145,452.79	6,400.28	151,853.07	2,703.82
737	MERS RETIREE HEALTH CARE FUND	8,088,260.28	0.00	8,088,260.28	
	TOTAL - ALL FUNDS	\$ 25,048,334.21	\$ 23,603,110.32	\$ 33,071,198.07	\$ 187,865.64

Less: Cable Board Cash

(354,523.48)

32,716,674.59

10/11/2025

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025
Fund 101 - GENERAL FUND			
Revenues			
UNCLASSIFIED	Unclassified	5,329,814.00	2,781,570.31
TOTAL REVENUES		5,329,814.00	2,781,570.31
Expenditures			
101	VILLAGE COUNCIL	33,282.00	11,663.95
171	VILLAGE MANAGER	364,396.00	80,660.68
191	VILLAGE ACCOUNTING AND FINANCE	374,457.00	81,904.62
215	CLERK	111,283.00	24,155.80
248	GENERAL ADMINISTRATION	453,208.00	65,449.49
265	BUILDING & GROUNDS MAINTENANCE	78,960.00	20,736.20
371	BUILDING INSPECTION DEPARTMENT	458,819.00	86,090.63
441	DEPARTMENT OF PUBLIC WORKS (DPW)	209,908.00	92,441.53
528	RUBBISH COLLECTION/DISPOSAL	1,151,772.00	207,671.48
540	OFFICE/ADMINISTRATION CHARGES	0.00	64.73
693	COMMUNITY ACTION PROGRAM	156,527.00	21,446.34
701	PLANNING	57,742.00	10,060.78
702	ZONING	49,516.00	9,595.73
728	ECONOMIC DEVELOPMENT	60,516.00	14,554.22
751	PARKS AND RECREATION DEPARTMENT	391,632.00	92,549.32
900	CAPITAL OUTLAY	575,500.00	133,147.50
906	DEBT SERVICE	237,463.00	0.00
966	TRANSFERS OUT TO OTHER FUNDS	2,800,000.00	0.00
TOTAL EXPENDITURES		7,564,981.00	952,193.00
Fund 101 - GENERAL FUND:			
TOTAL REVENUES		5,329,814.00	2,781,570.31
TOTAL EXPENDITURES		7,564,981.00	952,193.00
NET OF REVENUES & EXPENDITURES		(2,235,167.00)	1,829,377.31

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025
Fund 202 - MAJOR ROAD FUND			
Revenues			
UNCLASSIFIED	Unclassified	968,827.00	180,155.75
TOTAL REVENUES		968,827.00	180,155.75
Expenditures			
449	ROAD COMMISSION/STREET DEPT (ACT 5	630,432.39	2,228.82
463	ROAD/STREET MAINTENANCE	245,199.00	32,002.20
474	TRAFFIC SERVICES	65,220.00	1,804.94
478	WINTER MAINTENANCE - ROAD/STREET	85,006.00	0.00
482	GENERAL ADMIN - ROAD/STREET	11,176.00	2,487.28
900	CAPITAL OUTLAY	0.00	0.00
906	DEBT SERVICE	0.00	0.00
966	TRANSFERS OUT TO OTHER FUNDS	300,000.00	300,000.00
TOTAL EXPENDITURES		1,337,033.39	338,523.24
Fund 202 - MAJOR ROAD FUND:			
TOTAL REVENUES		968,827.00	180,155.75
TOTAL EXPENDITURES		1,337,033.39	338,523.24
NET OF REVENUES & EXPENDITURES		(368,206.39)	(158,367.49)

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025
Fund 203 - LOCAL STREET FUND			
Revenues			
UNCLASSIFIED	Unclassified	1,515,511.00	399,914.87
TOTAL REVENUES		1,515,511.00	399,914.87
Expenditures			
449	ROAD COMMISSION/STREET DEPT (ACT 5	650,000.00	977,953.77
463	ROAD/STREET MAINTENANCE	1,021,200.00	499,310.66
474	TRAFFIC SERVICES	35,106.00	8,144.09
478	WINTER MAINTENANCE - ROAD/STREET	39,035.00	0.00
482	GENERAL ADMIN - ROAD/STREET	11,000.00	116.85
485	LOAN PAYMENTS	0.00	0.00
900	CAPITAL OUTLAY	0.00	0.00
966	TRANSFERS OUT TO OTHER FUNDS	0.00	0.00
TOTAL EXPENDITURES		1,756,341.00	1,485,525.37
Fund 203 - LOCAL STREET FUND:			
TOTAL REVENUES		1,515,511.00	399,914.87
TOTAL EXPENDITURES		1,756,341.00	1,485,525.37
NET OF REVENUES & EXPENDITURES		(240,830.00)	(1,085,610.50)

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025
Fund 205 - PUBLIC SAFETY DEPARTMENT			
Revenues			
UNCLASSIFIED	Unclassified	8,317,196.00	7,586,182.64
TOTAL REVENUES		8,317,196.00	7,586,182.64
Expenditures			
345	PUBLIC SAFETY DEPARTMENT	7,720,952.00	1,242,346.01
346	SCHOOL RESOURCE OFFICER	130,150.00	28,542.47
441	DEPARTMENT OF PUBLIC WORKS (DPW)	0.00	0.00
900	CAPITAL OUTLAY	1,044,500.00	83,201.32
906	DEBT SERVICE	0.00	0.00
966	TRANSFERS OUT TO OTHER FUNDS	100,000.00	100,000.00
TOTAL EXPENDITURES		8,995,602.00	1,454,089.80
Fund 205 - PUBLIC SAFETY DEPARTMENT:			
TOTAL REVENUES		8,317,196.00	7,586,182.64
TOTAL EXPENDITURES		8,995,602.00	1,454,089.80
NET OF REVENUES & EXPENDITURES		(678,406.00)	6,132,092.84

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 25.21

GL NUMBER		DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025

Fund 208 - PARK IMPROVEMENT FUND				
Revenues				
UNCLASSIFIED		Unclassified	860,187.00	246,708.73
TOTAL REVENUES			860,187.00	246,708.73

Expenditures				
000		FUND REVENUE	0.00	0.00
751		PARKS AND RECREATION DEPARTMENT	0.00	0.00
900		CAPITAL OUTLAY	580,000.00	706.28
966		TRANSFER OUT	200,000.00	0.00
TOTAL EXPENDITURES			780,000.00	706.28

Fund 208 - PARK IMPROVEMENT FUND:				
TOTAL REVENUES			860,187.00	246,708.73
TOTAL EXPENDITURES			780,000.00	706.28
NET OF REVENUES & EXPENDITURES			80,187.00	246,002.45

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER		DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025

Fund 271 - LIBRARY FUND				
Revenues				
UNCLASSIFIED		Unclassified	655,931.00	620,615.24
TOTAL REVENUES			655,931.00	620,615.24
Expenditures				
790		LIBRARY	643,931.00	161,274.50
TOTAL EXPENDITURES			643,931.00	161,274.50
Fund 271 - LIBRARY FUND:				
TOTAL REVENUES			655,931.00	620,615.24
TOTAL EXPENDITURES			643,931.00	161,274.50
NET OF REVENUES & EXPENDITURES			12,000.00	459,340.74

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER		DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025

Fund 401 - CAPITAL PROJECTS FUND				
Revenues				
UNCLASSIFIED		Unclassified	2,230,000.00	134,019.37
TOTAL REVENUES			2,230,000.00	134,019.37
Expenditures				
900		CAPITAL OUTLAY	2,148,475.00	239,415.86
TOTAL EXPENDITURES			2,148,475.00	239,415.86
Fund 401 - CAPITAL PROJECTS FUND:				
TOTAL REVENUES			2,230,000.00	134,019.37
TOTAL EXPENDITURES			2,148,475.00	239,415.86
NET OF REVENUES & EXPENDITURES			81,525.00	(105,396.49)

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BEVERLY HILLS

PERIOD ENDING 09/30/2025

% Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET	YTD BALANCE 09/30/2025
Fund 592 - WATER/SEWER OPERATION FUND			
Revenues			
UNCLASSIFIED	Unclassified	8,907,483.00	2,063,844.09
TOTAL REVENUES		8,907,483.00	2,063,844.09
Expenditures			
228	INFORMATION TECHNOLOGY	9,000.00	0.00
536	DIRECT CHARGES - WATER/SEWER SYSTE	4,283,371.00	510,095.37
537	CAPITAL OUTLAY/SEWER REPAIR	0.00	0.00
540	OFFICE/ADMINISTRATION CHARGES	424,736.00	92,514.24
543	REPAIR & MAINTENANCE	2,030,320.00	253,365.95
550	OTHER EXPENSES	14,476.00	0.00
559	DEPRECIATION EXPENSE	581,254.00	0.00
900	CAPITAL OUTLAY	1,735,000.00	75,154.18
906	DEBT SERVICE	22,144.00	217.41
TOTAL EXPENDITURES		9,100,301.00	931,347.15
Fund 592 - WATER/SEWER OPERATION FUND:			
TOTAL REVENUES		8,907,483.00	2,063,844.09
TOTAL EXPENDITURES		9,100,301.00	931,347.15
NET OF REVENUES & EXPENDITURES		(192,818.00)	1,132,496.94