City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 733-3700
F: (248) 733-3170
www.rochestermi.org

CITY COUNCIL

REGULAR MEETING AGENDA

Mayor Stuart Bikson
Mayor Pro Tem Nancy Salvia
Council Members Christian Hauser, Debbie Jones,
Sara King, Steve Sage and Marilyn Trent

400 Sixth Street	**November 26, 2024**	**7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
   - A. Election of Mayor.
   - B. Election of Mayor Pro Tem.
5. Approval of Minutes
   - A. Consideration of the Minutes of the Regular Meetings of October 14, 2024, October 28, 2024, November 11, 2024 and Special Meeting of November 11, 2024.
6. Approval of the Consent Agenda
   - A. Consideration to approve the 2025 Downtown Rochester Frost Festival
7. Old Business/Tabled Items
8. Public Hearings
   - A. Public Hearing regarding CDBG reprogramming for Program Year 2025.
9. Legislative Deliberation
10. Reports and Regular Business

ROCHESTER
Where you live.

A. Consideration of a request to appoint Anthony Moggio as the designated streets administrator.

B. Consideration of a request to award the contract to Spohn Ranch Inc. to design and build the Skateboard Park, not to exceed $500,000.

C. Consideration to approve the purchase of a 2025 Chevrolet Equinox from Fox Chevrolet for $32,768.00

D. Receipt of a the Check Register Report.

11. Receive a Report from the Various Boards and Commissions

A. Receipt of a report from the City Beautiful Commission.

B. Receipt of a report from the Budget & Finance Committee.

C. Receipt of a report from the Rochester Community House.

D. Receipt of a report from the Paint Creek Trailways Commission.

E. Receipt of a report from the Rochester Avon Recreation Authority.

F. Receipt of a report from the DDA.

G. Receipt of a report from the Historical Commission.

12. Public Comment

13. General Miscellaneous

14. Adjourn

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-733-3700 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary arrangements to provide necessary reasonable accommodations, including auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting.

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Procedure for Hybrid Public Meeting

The City has returned to in-person public meetings as of March 14, 2022, with limited online capabilities. The public bodies (our boards and commissions) are meeting in-person; however, some staff, consultants, and guests will still be able to participate remotely. While in-person audience seating is now available, with limited COVID-19 procedures in place, staff asks that anyone who feels sick not attend in-person.

If you choose to participate virtual, please follow the links and information below:

- Live stream audio and video content on two (2) separate streaming platforms available at the City's YouTube and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)

- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: bdannunzio@rochestermi.org.)

- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 822 9263 9087**. When prompted, enter a participant number or just touch the # key. During the call, use *9 to raise hand and you will be "called on" by the last 3-digits of your phone number. (For example, my last digits are 8029. Callers will be asked to speak by referencing the last 4-digits of their phone number.) Note: Phone participants will have their numbers masked, for privacy.

- To provide additional opportunity to participate, members of the public are welcome to join the meeting by copying and pasting the following link in their browser: https://us02web.zoom.us/j/82292639087 (Downloading Zoom is required.)

- We appreciate your understanding as staff will do our best to assist everyone; but, **please be advised for virtual meetings there is a three (3) minute limit for public comments**.

For assistance, or questions accessing and/or making public comment during the meeting, or other support, please reach out to our Deputy City Clerk, Mr. Brian D'Annunzio by email: **bdannunzio@rochestermi.org.**

ROCHESTER
Where you live.

REGULAR MEETING
OCTOBER 14, 2024
7:00 P.M.

1. CALL TO ORDER

Mayor Bikson at 7:00 p.m.

2. ROLL CALL

PRESENT: Mayor Stuart Bikson, Mayor Pro Tem Nancy Salvia, Councilmembers Debbie Jones, Steve Sage and Marilyn Trent.

ABSENT: Councilmembers Christian Hauser and Sara King.

3. PLEDGE OF ALLEGIANCE

Mayor Bikson led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS

4A. Presentation from Rochester Area Youth Assistance (RAYA). The presentation was postponed to the next meeting.

Public Comment. NONE.

5. MINUTES

5A. Consideration of the Minutes of the Regular Meetings of August 26, September 9, and September 23, 2024.

MOTION: Salvia moved, Jones seconded,
To approve the Minutes of the Regular Meetings of August 26, September 9, and September 23, 2024.
VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

6. CONSENT AGENDA

6A. Special Event Application from the Principal Shopping District to hold the annual Lagniappe event on Monday, November 25, 2024 from 6:00 p.m. to 9:00 p.m. in downtown.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit for the Principal Shopping District to hold the annual Lagniappe event on Monday, November 25, 2024 from 6:00 p.m. to 9:00 p.m. in downtown.
VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

6B. Special Event Application from the Rochester Regional Chamber Foundation to hold the 2024 Rochester Area Hometown Christmas Parade on Sunday, December 8, 2024 beginning at 2:00 pm on Main Street.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit for the Rochester Regional Chamber Foundation to hold the 2024 Rochester Area Hometown Christmas Parade on Sunday, December 8, 2024 beginning at 2:00 pm on Main Street.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

6C. Special Event Application from the Rochester Band & Orchestra Boosters to hold the Inaugural Reindeer Classic 1 Mile Dash on Sunday, December 8, 2024 at 1:40 p.m. on Main Street.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit for the Rochester Band & Orchestra Boosters to hold the Inaugural Reindeer Classic 1 Mile Dash on Sunday, December 8, 2024 at 1:40 p.m. on Main Street.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

6D. Appointment of Election Inspectors for the November 5, 2024 General Election for Early Voting, Early Voting Tabulation, Absentee Counting Board, Election Day and Receiving Board.

MOTION: Sage moved, Trent seconded,
To approve the Appointments of Election Inspectors for the November 5, 2024 General Election for Early Voting, Early Voting Tabulation, Absentee Counting Board, Election Day and Receiving Board.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

7. OLD BUSINESS/ TABLED ITEMS.
NONE.
8. PUBLIC HEARINGS
NONE.

9. LEGISLATIVE DELIBERATIONS

NONE.

10. REPORTS AND REGULAR BUSINESS

10A. Agreement with the Road Commission for Oakland County for 2024-25 Winter Maintenance for roads with reimbursement to the City of $21,365.21.

MOTION: Sage moved, Trent seconded,
To approve the Agreement with the Road Commission for Oakland County for 2024-25 Winter Maintenance for roads with reimbursement to the City of $21,365.21.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

10B. Request from DPW to approve the quote from Hutch Paving for mill and fill of Ironwood Court at a cost of $60,000 with $10,000 contingency.

MOTION: Salvia moved, Jones seconded,
To approve the Request from DPW to approve the quote from Hutch Paving for mill and fill of Ironwood Court at a cost of $60,000 with $10,000 contingency.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

10C. Contract with Michigan Department of Transportation for State Trunkline Maintenance for 2024 – 2029.

MOTION: Salvia moved, Jones seconded,
To approve the Contract with Michigan Department of Transportation for State Trunkline Maintenance for 2024 – 2029.

VOTE: YES: Bikson, Salvia, Jones, Sage and Trent.
NO: None.
ABSENT: Hauser and King.
Motion Carried.

10D. Check Register Reports for September 18 and 27, 2024.

11. BOARDS AND COMMISSIONS REPORTS.

11A. Historical Commission- Sage reported they continue to sell historical plaques and DUR books and that they will be doing a financial assessment and revisions to the Heritage Days Festival.

11B. Rochester Area Youth Assistance (RAYA)- Jones announced there will be a fundraising spaghetti dinner on October 19 and a MOD Pizza fundraiser October 22.

11C. Zoning Board of Appeals- City Manager Banda stated that the Board has approved a request for 624 Quarter Street to construct a detached garage.

11D. Sister City Committee– Trent stated they had a discussion with Pat McKay from the Van Hoosen Farm Museum.

Cat Committee – Trent reported there has been a total of 20 cats cared for in the Griggs area by cat rescues.

Dinosaur Nature Preserve – Trent announced there is an open seat on the Board and that they will be reviewing the current contract with the City.

11E. Planning Commission– Mayor Bikson noted they had considered a payment in lieu of parking request from 107 E. Second; they had reviewed and postponed site plan approval for 339 East Stret; and they set two Public Hearings for 223 S. Main and 630 N. Main Street.

11F. City Beautiful Commission– City Manager Banda stated they are continuing review of their projects and working on their Goals and Objectives.

PUBLIC COMMENT.

NONE.

12. GENERAL MISCELLANEOUS.

City Manager Banda congratulated Jeremy Peckens on receiving the Pinnacle Award from the Chamber of Commerce and he noted the dining platforms will be removed soon.

City Clerk O'Connor gave an election update.

Salvia commented on the City's health care open enrollment.

Jones commented on the Dinosaur Hill Nature Preserve 50th anniversary event, the Pinnacle Award and the skate park.

Trent commented on the Dinosaur Hill Nature Preserve 50th anniversary event and the Pinnacle Award.

Mayor Bikson also congratulated Jeremy on receiving the Pinnacle Award.

13. ADJOURN

Mayor Bikson adjourned the meeting at 7:51 p.m.

_____ _____

Lee Ann O'Connor, City Clerk Stuart Bikson, Mayor

CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

REGULAR MEETING
OCTOBER 28, 2024
7:00 P.M.

1. CALL TO ORDER

Mayor Bikson at 7:00 p.m.

2. ROLL CALL

PRESENT: Mayor Stuart Bikson, Mayor Pro Tem Nancy Salvia, Councilmembers Christian Hauser, Debbie Jones, Sara King, Steve Sage and Marilyn Trent.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE

Mayor Bikson led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS

4A. Presentation from Rochester Area Youth Assistance (RAYA) representative Lindsey Wood.

4B. Presentation of Quarterly Financial Report for period ending September 30, 2024 from Finance Department.

MOTION: Sage moved, Trent seconded,
To accept the Quarterly Financial Report for period ending September 30, 2024 and approve the recommended budget amendments.

VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

Public Comment. NONE.

5. MINUTES

5A. Consideration of the Minutes of the Regular Meeting of October 14, 2024 will be at a future meeting.

6. CONSENT AGENDA

6A. Special Event Application from the Principal Shopping District to hold the 2024 Kris Kringle Market December 6 and 7, 2024 on West Fourth Street and Walnut Boulevard.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit for the Principal Shopping District to hold the 2024 Kris Kringle Market December 6 and 7, 2024 on West Fourth Street and Walnut Boulevard.

VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

7. OLD BUSINESS/ TABLED ITEMS.
NONE.

8. PUBLIC HEARINGS
NONE.

9. LEGISLATIVE DELIBERATIONS
9A. Ordinance Amendment to the City Code, Chapter 32 Offenses, Article VI Offenses against public safety, Division 2 Weapons to add Section 32-315 Disclosure of Concealed Pistol – Introduction and First Reading.

MOTION: Salvia moved, Hauser seconded,
To give Introduction and First Reading to an Ordinance Amendment to the City Code, Chapter 32 Offenses, Article VI Offenses against public safety, Division 2 Weapons to add Section 32-315 Disclosure of Concealed Pistol.
VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

9B. Council considered an amendment to the City's Blight Ordinance. Council held lengthy discussion regarding the amendment and heard comments from seven residents. In conclusion, Council decided to form a subcommittee of City Council to further review the amendment and the circumstances brought by the residents and report back to the full Council in the future.

10. REPORTS AND REGULAR BUSINESS
10A. Contract extension with Priority Waste for trash hauling for a 5 year period.

MOTION: Salvia moved, Sage seconded,
To approve the contract extension with Priority Wast for trash hauling for a 5 period through November 2029.
VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

10B. Quote from Peerless Midwest to complete cleaning and motor overhaul of water Well #3 at the Water Treatment Plant in an amount not to exceed $65,038.00.

MOTION: Sage moved, Trent seconded,
To approve the Quote from Peerless Midwest to complete cleaning and motor overhaul of water Well #3 at the Water Treatment Plant in an amount not to exceed $65,038.00.
VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

10C. Recommendation from City Engineer AEW to award a contract to Superior Excavating Inc. for DPW Stormcepter Structures Installations in the amount of $134,651.00 ($88,290.00 base bid with $34,120.00 contingency).

MOTION: Trent moved, Hauser seconded,
To approve the request from Councilmember Sara King to abstain from voting on this item due to her employment.

VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

MOTION: Trent moved, Salvia seconded,
To approve the Recommendation from City Engineer AEW to award a contract to Superior Excavating Inc. for DPW Stormcepter Structures Installations in the amount of $134,651.00 ($88,290.00 base bid with $34,120.00 contingency).

VOTE: YES: Bikson, Salvia, Hauser, Jones, Sage and Trent.
NO: None.
ABSTAIN: King.
Motion Carried.

10D. Recommendation From Finance Director Moggio to approve the Agreement with Municipal Employees Retirement System (MERS) to extend the amortization period for the Unfunded Accrued Liability (UAL) from 9 years to 14 years to ensure that the 115 Trust does not deplete funds as quickly.

MOTION: Salvia moved, Hauser seconded,
To approve the Recommendation From Finance Director Moggio to approve the Agreement with Municipal Employees Retirement System (MERS) to extend the amortization period for the Unfunded Accrued Liability (UAL) from 9 years to 14 years to ensure that the 115 Trust does not deplete funds as quickly.

VOTE: YES: Bikson, Salvia, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

10E. Check Register Reports for October 10 and 17, 2024.

11. BOARDS AND COMMISSIONS REPORTS.

11A. Paint Creek Trailway Commission- Sage stated they continue working on their Master Plan and advised that there will be a budget increase of 3%.

11B. Rochester Avon Recreation Authority – King stated they worked on their budget.

11C. Parking Advisory Committee- Mayor stated they discussed new technology, a collections vendor for parking fines, rate increases for permits and not having additional EV charging stations in the decks.

11D. Downtown Development Authority– Trent stated that Rewold and Sons will be the contractor for The Graham.

11E. Budget and Finance Committee– Trent stated they reviewed the Master Fee Schedule and that they will be reviewing the contracts with Dino Hill, Community House and the Clothes Closet.

11F. Rochester Area Youth Assistance– Jones stated there will be a class on communication.

11G. Historical Commission – Sage announced that Founders' Day will be March 22, 2025.

PUBLIC COMMENT.
Police Chief Rouhib reminded the public that Trick Or Treat hours are 6pm to 8pm on Thursday, October 31, 2024.

Public Comment. NONE.

12. GENERAL MISCELLANEOUS.
City Manager Banda noted that leaf pick up will begin and chipping would be suspended.

City Clerk O'Connor gave an election update.

Salvia commented on the State Funding for the Community House renovations.

Jones reminded that the budget SWOT exercise is Monday, November 11 at 6:00 pm.

Trent commented on attending a SEMCOG seminar.

Mayor Bikson stated there will be a meeting Thursday regarding the Library.

13. ADJOURN
Mayor Bikson adjourned the meeting at 9:49 p.m.

_____ _____

Lee Ann O'Connor, City Clerk Stuart Bikson, Mayor

CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

SPECIAL MEETING
NOVEMBER 11, 2024
6:00 P.M.

1. CALL TO ORDER

Mayor Bikson at 6:00 p.m.

2. ROLL CALL

PRESENT: Mayor Stuart Bikson, Mayor Pro Tem Nancy Salvia, Councilmembers Christian Hauser, Debbie Jones, Steve Sage (arrived at 6:30 p.m.) and Marilyn Trent.

ABSENT: Councilmember Sara King.

3. PUBLIC COMMENT

Public Comment. NONE.

4. REVIEW, DISCUSS AND RANK FYE ANNUAL SWOT

Council conducted the annual SWOT ranking exercise.

5. MISCELLANEOUS

NONE.

6. ADJOURN

Mayor Bikson adjourned at 6:44 p.m.

Lee Ann O'Connor, City Clerk

Stuart Bikson, Mayor

CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

REGULAR MEETING
NOVEMBER 11, 2024
7:00 P.M.

1. CALL TO ORDER
Mayor Bikson at 7:00 p.m.

2. ROLL CALL
PRESENT: Mayor Stuart Bikson, Mayor Pro Tem Nancy Salvia, Councilmembers Christian Hauser, Debbie Jones, Steve Sage and Marilyn Trent.
ABSENT: Councilmember Sara King.

3. PLEDGE OF ALLEGIANCE
Mayor Bikson led the Pledge of Allegiance.

Mayor Bikson commented on the successful Election.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS
4A. Presentation of a Civilian Award from Police Chief Rouhib to Amanda Drodowski for saving the life of an unconscious man on Main Street.

4B. Legislative update from State Senator Michael Webber.

4C. Presentation of the Community Garden Report from Emily Williams of Dinosaur Hill Nature Preserve.

Public Comment. NONE.

5. MINUTES
5A. Consideration of the Minutes of the Regular Meeting of October 14 and October 28, 2024 will be at a future meeting.

6. CONSENT AGENDA
6A. Special Event Application from the Rochester Goodfellows to hold their annual paper sale December 6 and 7, 2024 at Main Street and University Drive.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit from the Rochester Goodfellows to hold their annual paper sale December 6 and 7, 2024 at Main Street and University Drive.

VOTE: YES: Bikson, Salvia, Hauser, Jones, Sage and Trent.
NO: None.
ABSENT: King.

Motion Carried.

7. OLD BUSINESS/ TABLED ITEMS.

NONE.

8. PUBLIC HEARINGS

NONE.

9. LEGISLATIVE DELIBERATIONS

9A. Ordinance Amendment to the City Code, Chapter 32 Offenses, Article VI Offenses against public safety, Division 2 Weapons to add Section 32-315 Disclosure of Concealed Pistol – Second Reading and Adoption.

MOTION: Salvia moved, Hauser seconded,
To give Second Reading and Adoption to Ordinance 2024-06 an Ordinance Amendment to the City Code, Chapter 32 Offenses, Article VI Offenses against public safety, Division 2 Weapons to add Section 32-315 Disclosure of Concealed Pistol.

VOTE: YES: Bikson, Salvia, Hauser, Jones, Sage and Trent.
NO: None.
ABSENT: King.
Motion Carried.

10. REPORTS AND REGULAR BUSINESS

10A. Recommendation from Police Chief Rouhib to approve the agreement with Universal Fidelity to serve as Rochester's parking program collection agency vendor with a 23.5% fee on collections.

MOTION: Jones moved, Trent seconded,
To approve the Recommendation from Police Chief Rouhib to approve the agreement with Universal Fidelity to serve as Rochester's parking program collection agency vendor with a 23.5% fee on collections.

VOTE: YES: Bikson, Salvia, Hauser, Jones, Sage and Trent.
NO: None.
ABSENT: King.
Motion Carried.

10B. Resolution for Master Fee Schedule. Council postponed consideration of this item and requested Administration provide additional information.

10C. Check Register Reports for October 24 and 31, 2024.

11. BOARDS AND COMMISSIONS REPORTS.

11A. Planning Commission- Hauser stated they held Public Hearing for payment in lieu of parking at 223 S. Main; a site plan for a pergola at 630 Main; and a covering for the walkway at 500 E. Second, they also continued review for 339 East Street.

11B. Principal Shopping District- Jone stated they reviewed all the holiday event.

11C. Older Persons' Commission – Salvia said they approved a rolling strategic plan, approved their meeting schedule and had a walk through of the transportation building.

12. PUBLIC COMMENT.
Jane Turner, Parkdale, asked about City staff.

13. GENERAL MISCELLANEOUS.
City Manager Banda thanked the Fire Department for the Veterans' Day ceremony and said that the Holiday Expo had 1,000 attendees.

Salvia asked if the Park millage would provide funds for the Clinton River Trail repairs and she thanked the Fire Department for the Veterans' Day ceremony.

Trent commented on the Holiday Expo.

Hauser commented on working the election.

Mayor Bikson stated that Councilmembers Trent, Jones and Hauser will be on the Blight Committee and reminded that Langiappe is in 2 weeks.

13A. Request to go into Closed Session to consider Attorney Client Privileged Opinion Letter.

MOTION: Salvia moved, Hauser seconded,
To approve the Request to go into Closed Session to consider Attorney Client Privileged Opinion Letter.

VOTE: YES: Bikson, Salvia, Hauser, Jones, Sage and Trent.
NO: None.
ABSENT: King.
Motion Carried.

14. ADJOURN
Mayor Bikson adjourned the meeting at 8:47 p.m.

_____ _____

Lee Ann O'Connor, City Clerk Stuart Bikson, Mayor

ROCHESTER POLICE DEPARTMENT

400 SIXTH STREET
ROCHESTER, MICHIGAN 48307
PHONE (248) 651-9621
FAX (248) 651-3607
http://www.rochestermi.org

GEORGE T. ROUHIB JR.
CHIEF OF POLICE

MEMORANDUM

Date: November 20, 2024
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Downtown Rochester Frost Festival 2025

Issue: Request to hold the 2025 Downtown Rochester Frost Festival

Analysis: The Rochester PSD has submitted a special event application to host the 2025 Downtown Rochester Frost Festival on January 17th (5 pm-9 pm) and 18th, 2025 (10 am-6 pm) in the downtown area. The event will host ice sculptures, a carving competition, and the Lions tent will be located on E. Third for marshmallow roasting. There will also be downtown shopping bingo. **The following streets will be closed.**

- E. Third from Main to E. Alley (7 am on January 17 and reopen on the 19th at 7 am).
- W. Fourth between Main and W. Alley. (7 am January 17,2025 and reopen January 19, 2025, at 7 am).

The event application has been reviewed by department heads. The only costs are from the DPW with an estimate of $5,700 for barriers, signs, and cleanup. A hold harmless agreement and proof of liability insurance shall be submitted prior to the event.

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

Complete & sign this form and return to City of Rochester Police Chief along with a non-refundable check made to the City of Rochester
Application fee for first time event $100, 2nd and subsequent years $75

Date/Hours of Event: Jan 17 & 18, 2025

Date/Hours of Event: Jan. 17 5-9pm
Jan 18 10am-6pm

Name of Event:
Downtown Rochester Frost Festival

Description of Event: Downtown merchants will sponsor ice sculptures, this year's theme is "Frozen in time". A carving competition will take place on sat. Jan 18 on W 4th street. Lions tent will be located on ~~E 3rd for marshmallow roasting and we are bringing back~~ Downtown Shopping Bingo.

Location Requested:
Downtow Rochester, E 3rd St, W 4th Street

NOTE: Reservations for the Kiwanis and Lion's Shelters are handled under a separate permit available at City Hall. Please Check availability first by calling City Hall at (248) 733-3700.

Date/Hours of Event: Jan 17 & 18, 2025 FRI, 5-9pm SAT, 10am-6pm

Date/Hours of Set-up and Tear Down: Jan 17 7am - Jan 19 7am

Organization Name:
Rochester PSD

Organization Address (include street address, city, state & zip):
431 S. Main Street Rochester, MI 48307

Organization Phone Number: 248 656 0060

Name of Contact Person and Phone Number: Jenna 248 835 7205

Contact Person E-Mail (must be provided): jenna@downtownrochestermi.com

On-Site Event Manager/Contact Person Name & Phone Number: Jenna 248 835 7205

ACKNOWLEDGEMENT

The Rochester City Council shall have sole and complete discretion whether to issue a permit.
Nothing contained in the City Code shall be construed to require the City to issue a permit to an applicant, and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to the event as determined by the City and will comply with all local, state and federal rules, regulations and laws.

Jenna ODell
Signature of Applicant

11-8-24
Date

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

EVENT LAYOUT: Please attach all sketches of the layout to the completed Application.

Organization Type: [X] Government [X] Non-Profit [ ] For-Profit

List any additional Sponsors or Participants:

TBD

Is this event a fundraiser? [ ] YES [X] NO

If yes, indicate beneficiary information:

Is this the first time the event is being held in Rochester? [ ] YES [X] NO

Describe:

Was this even previously held outside of Rochester? [ ] YES [X] NO

Describe:

Total estimated attendance each day:

What parking arrangements will be necessary to accommodate attendance?

Describe:

Public Parking

Is amplification of music or speakers planned or anticipated? [X] YES [ ] NO

If yes, describe: DDA sound system

Will volunteer staff be provided to assist with safety, security and maintenance: [ ] YES [X] NO

Will alcoholic beverages be served? [ ] YES [X] NO

If yes, describe:

Will food/beverages be sold? ☐ YES ☒ NO *NOTE: Peddler & Vendor permits are required. Also, Health Department approval required for food sales.*

If yes, describe:

Will merchandise be sold? ☐ YES ☒ NO

If yes, describe:

Will the event require the use of any of the following municipal equipment?

Picnic Tables	☐ YES	☒ NO	If yes, number requested: _____
Trash Receptacles	☒ YES	☐ NO	If yes, number requested: 6-8 additional
Dumpsters	☐ YES	☒ NO	If yes, number requested: _____
Electrical Connections	☒ YES	☐ NO	If yes, number requested: W 4th / E. 3rd
Meter Bags	☐ YES	☒ NO	If yes, number requested: _____
Barricades	☐ YES	☒ NO	If yes, number requested: _____
Traffic Cones	☐ YES	☒ NO	If yes, number requested: _____
Other	☐ YES	☒ NO	If yes, number requested: _____

Will you be requesting City safety personnel to be assigned to this event (Police/Fire): ☐ YES ☒ NO

Describe:

Will street closures be necessary? ☒ YES ☐ NO

If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down.

Describe: E. 3rd → Main - E. Alley (7am Jan 17 - 7am Jan 19)

W. 4th → Main - W. Alley (7am Jan 17 - 7am Jan 19)

PLEASE INDICATE IF YOU WILL BE REQUIRING, CONSTRUCTING OR LOCATING ANY OF THESE ITEMS IN THE AREA OF THE EVENT:

Kiwanis and/or Lion's Shelter ☐ YES ☒ NO

Reservations for the Kiwanis and Lion's Shelters are handled under separate permits available at City Hall.
Please check availability first by calling City Hall at (248) 733-3700.

Booths ☐ YES ☒ NO
If yes, indicate number of booths and size of each.

Tents ☒ YES ☐ NO
If yes, indicate number of tents and size of each. ice carving comp. W. 4th Street Lions' tent on E. 3rd

**The City requires inspection of all tents larger than 10' x 10'. If any of the tents for your event are larger than 10' x 10', please provide the date and time the tent is assembled so an inspection may be scheduled:*

Date: _____ *Time:* _____

Awnings ☐ YES ☒ NO
If yes, number of awnings and size of each:

Canopies ☐ YES ☒ NO
If yes, number of canopies and size of each:

Tables ☐ YES ☒ NO
If yes, number of tables and size of each:

Portable Restrooms ☐ YES ☒ NO
If yes, number of portable restrooms requested and locations:

Other Items Requested ☐ YES ☒ NO
If yes, describe:

Rochester Downtown
Development Authority

Downtown Collaboration Studio
431 S. Main Street
Rochester, MI 48307
248.656.0060
DowntownRochesterMI.com

MEMORANDUM

DATE: November 8, 2024

TO: City Council

FROM: PSD Board

SUBJECT: Request for Recommendation – 2025 Frost Festival

We respectfully request City Council's approval of the 2025 Frost Festival on the following dates:

Friday, January 17, 5:00 – 9:00pm
Saturday, January 18, 10:00 am – 6:00 pm

Ice sculptures will be placed outside of sponsoring businesses throughout Downtown Rochester. This year's ice sculpture theme is 'Frozen in Time' – Each sculpture will take you on a nostalgic journey, showcasing iconic relics of the past like 8-track tapes, rotary phones, iPods, and more! A warming station hosted by the Lions' Club will be located on E. Third between Main and the East Alley, which includes hot beverages and marshmallow roasting.

On Saturday, January 18, there will be a carving competition located on W. Fourth Street. Along with ice sculptures in town, live carvings, ice corn hole and Frost Fest Bingo. Shoppers can participate by completing tasks on their bingo cards at downtown businesses, such as purchasing a sweet treat or spending $25 at a business. Businesses will have an official Frost Festival stamp to stamp your bingo cards once tasks are completed. Once a bingo is achieved, participants can text their bingo card to 866-603-4005 for a chance to win a Downtown Rochester shopping spree. The drawing will take place on Tuesday, January 22, 2025.

We will communicate with DPW, the Police Department and Fire Department to coordinate street closures and all details prior to the event.

2025 Rochester Event Calender

Tenative Events

Month	Time	Event	Location
January			
17-18	10am-6pm	Downtown Rochester Forst Festival	Downtown Rochester
19	9 am-11am	Frozen Paw 5K	Downtown Rochester
February			
		No Events Scheduled	
March			
April			
May			
10	6am-2pm	Walk MS Rochester 2025	Municipal Park
June			
July			

August			
9		Detroit Congenital Heart Walk	Municipal Park
September			
27	0800-1100	Hometown Hustle	Downtown Rochester
October			
November			
December			

Frost Fest

(For Internal Use Only: City of Rochester Department Review/Comments)

Department	Name	Comments	Costs Expected
City Manager			
DPW/Parks & Recreation	Till Gaffke	Barricades, signs cleanup	5,700
Police Department	Chief Rouhib	NO Issues	0
Fire Department	Chief Cieslik	NO ISSUES	0
Building Department			
Finance Department			
Clerk			
DDA (*If in the district)			

City Of Rochester
400 Sixth Street
Rochester, MI 48307
P: (248) 733-3700
F: (248) 733-3170
www.rochestermi.org

City Council

NOTICE OF PUBLIC HEARING

400 Sixth Street	November 26, 2024	7:00 pm

NOTICE IS HEREBY GIVEN THAT THE ROCHESTER CITY COUNCIL will hold a Public Hearing on the use of Community Development Block Grant Funds. The public hearing is scheduled for **Tuesday, November 26, 2024, at 7:00 p.m**. at the Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48307, to hear public comments on the CDBG Program Year 2025 application in the approximate amount of $27,931 to fund eligible projects.

All interested citizens are requested to attend the Hearing. Public comments may be submitted in writing or presented orally at the time of the meeting. To submit written comments in advance, or for assistance and questions about accessing and/or making public comment during the meeting, our Planning Coordinator can provide assistance; please reach out to Jeremy Peckens at (248) 733-3700 or by email: **Jpeckens@rochestermi.org**.

If you are unable to be present at the Public Hearing, please submit your written comments to the Office of the City Manager, Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48307, PRIOR to the scheduled Public Hearing.

For further information, please contact **Jeremy Peckens, Planning and Zoning Administrator, at 248-733-3700**. See City Council Agenda Packet for Zoom participation information.

Publish: Oakland Press: ***Publish on or before*** *November 11, 2024*

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-733-3700 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary arrangements to provide necessary reasonable accommodations, including auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting.

ROCHESTER
Where you live.

City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 733-3700
F: (248) 733-3170
www.rochestermi.org

From: Jeremy Peckens, Planning and Zoning Administrator

Date: 11/20/2024

RE: CDBG Cover Letter

This letter is an administrative request of programming 2025 CDBG funds for the City of Rochester to a new project for program year 2025. This project will continue to improve the ADA accessibility of the Rochester municipal park by replacing a section of the existing park pathway. The city continues to maintain the pathways in the municipal park as part of our ongoing maintenance plan. This ensures that the quality of services that the city provides stays consistent with our standards.

Jeremy Peckens, MPA
Planning & Zoning Administrator

ROCHESTER
Where you live.

Address: 400 Sixth Street, Rochester, MI 48307
Office Phone: (248) 733-3700 Ext. 356
Cell Phone: (286) 961-1044
Email: Jpeckens@rochestermi.org
Website: www.rochestermi.org

NEIGHBORHOOD & HOUSING DEVELOPMENT

Applications Due By 5:00 PM Friday, December 6, 2024

NO EXCEPTIONS

PROGRAM YEAR 2025

(July 1, 2025 - June 30, 2026)

Oakland County, MI
Community Development Block Grant (CDBG) Application

A guide designed to assist participating communities to complete their annual application for Community Development Block Grant (CDBG) funds. The guide outlines the application process and provides specific instruction on proper completion. The PY 2025 CDBG Application Workshop was held virtually on Friday, September 27, 2024.

PREVIOUS EDITIONS OBSOLETE

oakgov.com/community/neighborhood-housing-development/about/publications

Catalog of Federal Domestic Assistance (CFDA) # 14.218
UEI #HZ4EUKDD7AB4
CAGE# 39SZ3

HEALTH & HUMAN SERVICES
Leigh-Ann Stafford • Director

NEIGHBORHOOD & HOUSING DEVELOPMENT DIVISION
Khadija Walker-Fobbs • Housing Officer

OAKLAND COUNTY NEIGHBORHOOD & HOUSING DEVELOPMENT

1200 N Telegraph Rd • Bldg. 34E
Pontiac, Michigan 48341

t: (248) 858-0493 • f: (248) 858-5311

EQUAL HOUSING OPPORTUNITY

OAKLAND COUNTY MICHIGAN

CDBG PROGRAM RULES

1. MINIMUM ALLOCATION (THRESHOLD) - Participating communities that generate less than $7,000 by formula will receive a $7,000 allocation. These threshold communities are allowed 1 Public Service activity at $7,000 (procurement required) or 2 Public Service activities at $3,500 each.

2. MINIMUM PROJECT ALLOCATION (NON-THRESHOLD) - Participating communities that generate more than $7,000 by formula will receive a formula allocation. These non-threshold communities are allowed up to 4 CDBG projects per program year and must allocate a minimum of $3,500 for each project**.**

3. PUBLIC SERVICE CAP (NON-THRESHOLD) - Oakland County will allow non-threshold communities to spend a **maximum of 15% of their annual allocation on Public Services.**

4. MULTIPLE AGENCY PUBLIC SERVICE CONTRACTS - Multiple public service contracts providing the same type of service are not permitted within the same activity.

5. PUBLIC SERVICE CONTRACT DURATION - Public service contracts may have 18-month duration and start on July 1.

6. PROJECT SERVICE DELIVERY COSTS - Communities may seek reimbursement for eligible Project Service Delivery Costs. These costs include all eligible items related to the delivery of project services.

7. INELIGIBLE USES - CDBG funds may not be used for maintenance of public facilities. The purchase of equipment, fixtures, motor vehicles, furnishings, or other property that is not an integral structural fixture is generally ineligible. CDBG funds may be used to purchase such items when necessary for use in the administration of activities assisted with CDBG funds when such items constitute all or part of a Public Service. For information on the all project eligibility including Fire Station Equipment, contact Planning & Evaluation at (248) 858-5312.

8. REQUIRED DRAWS - Draws are required on a monthly basis per activity from Letter to Spend date in the HUD Integrated Disbursements and Information System (IDIS).

9. REQUIRED EXPENDITURES - All funds per year per activity must be spent in 18 months from Letter to Spend date in IDIS. After two years, all unobligated funds will be evaluated for possible recapture.

10. MICRO-PURCHASE - Goods or services $10,000 or less are considered a micro-purchase and no procurement is required.

RESIDUAL BALANCE REPROGRAMMING POLICY

Goal - To help participating communities improve spending performance by expediting the reprogramming of residual balances of $1,000 or less per activity without administrative burden.

Policy - CDBG funded community projects with a residual balance of $1,000 or less in any program year may be administratively reprogrammed.

An administrative reprogramming must be discussed with your community monitor before submittal.

An administrative reprogramming does not require advertising or hosting of a public hearing.

Funds may be administratively reprogrammed to one of the following:

- One active account within the same program year
- One new account in a program year related to an active account in another program year
- Oakland County Home Improvement Program (HIP)
- Oakland County Housing Counseling (subject to the Public Service Cap)

Funds must be accounted for in the program year where they were originally allocated and cannot be transferred from one program year into another

Procedures- Communities must contact Ashley Hinton at (248) 858-5312 to:

- Confirm that they reviewed the administrative reprogramming with their community monitor
- Determine if the account balance is eligible for the administrative reprogramming process
- Obtain instruction on required documentation to be submitted for final approval

Required documentation - Communities must submit to Ashley Hinton:

- An original cover letter on official letterhead signed by the community's authorized Community Development representative
- The cover letter must request the administrative reprogramming and specify program year, account name (FROM) and (TO), amount to be reprogrammed and a detailed project description

CDBG APPLICATION PROCESS

Application Process - As an urban county entitlement community, Oakland County distributes funds to participating communities through a formula grant application process. The County administers the CDBG Program through the Neighborhood & Housing Development Division of the Health & Human Services Department.

Record Retention - Each participating community must maintain all application documents for at least four years.

Application Steps - The annual application process begins by attending the Annual Application Workshop. The attached application is to be used by communities requesting CDBG funds.

The **deadline for all CDBG applications is Friday, December 6, 2024 by 5:00 P.M.** Neighborhood & Housing Development staff provide technical assistance with applications and present the draft Annual Action Plan to its Citizens' Advisory Council for recommendation to the Oakland County Board of Commissioners. The following steps describe the application process:

1. Attend the PY 2025 CDBG Application Workshop

2. Determine Local Needs

3. Schedule required Public Hearing

4. Advertise Public Hearing Notice(s) as Required

5. Host Public Hearing

6. Complete Application Materials (Use most recently approved Project Summaries as a guide)
   - Application
   - Environmental Review Record
   - Conflict of Interest Certification

7. Prepare Citizen Participation Materials
   - Public Hearing Affidavit of Publication
   - Meeting Minutes OR Governing Body Resolution

8. Submit Application

Information Updates Oakland County strives to maintain the latest information available. If any information in this guide is incorrect or any additional information is needed, please contact Grant Compliance Coordinator at (248) 858-5312.

CDBG APPLICATION INSTRUCTIONS

Application Assistance - For assistance with the application process, please call Ashley Hinton in the Neighborhood & Housing Development Division (248) 858-5312 or Toll Free (888) 350-0900 x 85312, or email at hintona@oakgov.com

Application Materials - Applications must be fully completed to be considered. Forms are available from Neighborhood & Housing Development staff and/or online.

All applications must be received by Friday, December 6, 2024 at 5:00 p.m.

All materials can be delivered electronically (PDF only) to CDBG@oakgov.com

PLEASE REMEMBER

DO NOT USE old applications to complete PY 2025 application.

Use PY 2024 approved project summaries as a guide.

Contact Ashley Hinton at (248) 858-5312 for assistance

CDBG APPLICATION PART 1 - CHECKLIST

Place this checklist on top of the application. Submit the following pages in the order outlined below plus required attachments.

PART 2 - COMPLETE ONCE PER APPLICATION

- ☑ A - Applicant Contact Information
- ☑ B - Proposed Projects
- ☑ C- Affidavit of Compliance with Federal, State, Local Regulations
- ☑ D - Conflict of Interest Certification

PART 3 - COMPLETE PER PROJECT

- ☑ A- Project Type

PART 4 - COMPLETE PER PROJECT

- ☑ A - CDBG National Objective
- ☑ B - Project Description
- ☑ C - Code Enforcement
- ☑ D - Project Location
- ☑ E - Project Purpose
- ☑ F - Project Duration
- ☑ G - Project Administration
- ☑ H - Additional Resources
- ☑ I - Environmental Review Record

PART 5 - COMPLETE ONCE PER APPLICATION

- ☑ A - Public Hearing Notice
  - □ Option #1 Affidavit of Publication
  - □ Option #2 Web Posting and Certification

- ☐ B - Public Hearing Minutes
  - □ Option #1 True Copy
  - □ Option #2 Governing Body Resolution

CDBG APPLICATION PART 2 - APPLICANT INFORMATION

A - APPLICANT CONTACT	
Community:	Rochester
CDBG Planning Allocation:	
Contact Person:	Jeremy Peckens
Telephone:	586-961-1044
Best time to contact:	9am-5pm
UEI #:	
Copy of current SAMS attached:	Yes ✔ If No, Explain:
Is community subject to Single Audit?	Yes No ✔

B - PROPOSED PROJECT(S)	
Project # 1 Name: ADA Municipal Park Paths Allocation: $ 27,378.00	
Project # ____ Name: _____ Allocation: _____	
Project # ____ Name: _____ Allocation: _____	
Project # ____ Name: _____ Allocation: _____	
Total # of Projects:	1
# of Public Service Projects:	0
Public Service %:	0.00%

C - AFFIDAVIT OF COMPLIANCE

The undersigned certifies that the information in this application is true and correct. In applying for CDBG funds, the applicant has read, understands and agrees to comply with all the provisions of all federal regulations issued thereto by the U.S. Department of Housing and Urban Development (HUD), state and local regulations and laws.

Name of Highest Elected Official or Designee:	
Title of Highest Elected or Designee:	
Signature:	

CDBG APPLICATION PART 2 - CONTINUED

D - CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3 Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD
Part 570 Community Development Block Grants
Subpart K Other Program Requirements
Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;(ii) Whether an opportunity was provided for open competitive bidding or negotiation;(iii) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

Community Name:	Rochester
Name of Highest Elected Official or Designee:	
Title of Highest Elected or Designee:	
Signature:	

CDBG APPLICATION - PART 3 PROJECT TYPE

(Please ✓ one box per project) **Project #** 1 **Allocation: $** $ 27,378.00

PROJECT TYPE						
	Account	**Account #**	**Objective**	**Goal**	**Indicator**	**Outcome**
✓	**ACQUISITION AND DISPOSITION**					
	Acquisition of Real Property	172170-730003	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Disposition of Real Property	172170-730536	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Clearance and Demolition	172170-730345	Suitable Living Environment	Strengthen Communities	Slum Blight	Sustainability
	Cleanup of Contaminated Sites		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Relocation		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
✓	**PUBLIC FACILITIES AND IMPROVEMENTS**					
	Senior Center	172170-731696	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Facilities for Persons with Disabilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Homeless Facilities (not operating costs)		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Youth Centers		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Neighborhood Facilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Parks, Recreational Facilities	172170-731332	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Parking Facilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Solid Waste Disposal Improvements	172170-730744	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Flood Drainage Improvements	172170-730744	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Water/Sewer Improvements	172170-732114	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Street Improvements	172170-731864	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Sidewalks	172170-731745	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Child Care Centers		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Tree Planting	172170-732021	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Fire Stations/Equipment	172170-730733	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Health Facilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Facilities for Abused and Neglected Children		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Asbestos Removal		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Facilities for AIDS Patients (not operating costs)		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
✓	Other Public Improvements Not Listed in 03A-03T	172170-731498	Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Remove Architectural Barriers	172170-731619				
	Special Assessments	172170-731815				

CDBG APPLICATION - PART 3 PROJECT TYPE CONTINUED

(Please ✓ one box per project) **Project #** 1 **Allocation: $** $ 27,378.00

PROJECT TYPE CONTINUED						
	Account	**Account #**	**Objective**	**Goal**	**Indicator**	**Outcome**
✓	**PUBLIC FACILITIES AND IMPROVEMENTS CONTINUED**					
	Interim Assistance		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Privately Owned Utilities		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
	Non-Residential Historic Preservation	172170-731280	Suitable Living Environment	Strengthen Communities	Slum Blight	Sustainability
	Tornado Shelters Serving Private Mobile Home Parks		Suitable Living Environment	Strengthen Communities	# of LMI HH with new/improved access	Sustainability
✓	**PUBLIC SERVICES**					
	Homeless/AIDS Patients Programs		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Senior Services	172160-731712				
	Services for Persons with Disabilities	172160-730535	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Legal Services	172160-731073	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Youth Services	172160-732185	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Transportation Services	172160-732011	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Substance Abuse Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Services for victims of domestic violence/ dating violence/sexual assault/stalking	172160-730137	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Employment Training	172160-731941	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Crime Awareness/Prevention		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Fair Housing Activities (subject to PS cap)	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Tenant/Landlord Counseling		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Child Care Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Services for Abused and Neglected Children		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Mental Health Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Screening for Lead Poisoning		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Subsistence Payments	172160-730571	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Homebuyer Downpayment Assistance - Excluding Housing Counseling under 24 CFR 5.100		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Rental Housing Subsidies		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Security Deposits		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility

CDBG APPLICATION - PART 3 PROJECT TYPE CONTINUED

(Please ✓ one box per project) **Project #** 1 **Allocation: $** $ 27,378.00

PROJECT TYPE CONTINUED

	Account	Account #	Objective	Goal	Indicator	Outcome
✓	**PUBLIC SERVICES CONTINUED**					
	Housing Counseling only, under 24 CFR 5.100	132210-702010	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Neighborhood Cleanups		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Food Banks		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Housing Information and Referral Services		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Housing Counseling Supporting Homebuyer Downpayment Assist (05R)		Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
	Other Public Services Not Listed in 03T and 05A-05Y (Housekeeping/Safety & Repair/Yard)	172160-730880 172160-731665 172160-732170	Suitable Living Environment	Improve Quality of Life	# of LMI persons with new access	Availability/Accessibility
✓	**HOUSING**					
	Loss of Rental Income		Decent Affordable Housing			Affordability
	Construction of Housing		Decent Affordable Housing			Affordability
	Housing Counseling for Homeownership Assist (13B)		Decent Affordable Housing			Affordability
	Homeownership Assistance – ex Housing Counseling		Decent Affordable Housing			Affordability
	Rehabilitation: Single-Unit Residential	132290-730898	Decent Affordable Housing	# of units brought to code		Affordability
	Emergency Rehab	172170-730569	Decent Affordable Housing	# of units brought to code		Affordability
	Minor Home Repair	172170-731227	Decent Affordable Housing	# of units brought to code		Affordability
	Mobile Home Repair		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Multi-Unit Residential		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Public Housing Modernization		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Other Publicly Owned Res Buildings	172160-731602	Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Energy Efficiency Improvements		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Acquisition		Decent Affordable Housing	# of units brought to code		Affordability
	Rehabilitation: Administration	132280-731605	N/A	N/A	N/A	N/A
	Lead-Based Paint/Lead Hazards Testing/Abatement		Decent Affordable Housing			Affordability
	Housing Services, Excluding Housing Counseling		Decent Affordable Housing			Affordability
	Housing Counseling Support HOME Hsg Activities		Decent Affordable Housing			Affordability
	Housing Counseling in Conjunction with CDBG Assisted Housing Rehab		Decent Affordable Housing			Affordability
	Code Enforcement (See Part 4 C)	172170-730310	Suitable Living Environment	Strengthen Communities	# of LMI persons served	Sustainability

CDBG APPLICATION - PART 3 PROJECT TYPE CONTINUED

(Please ✓ one box per project) **Project #** 1 **Allocation: $** $ 27,378.00

PROJECT TYPE CONTINUED						
	Account	**Account #**	**Objective**	**Goal**	**Indicator**	**Outcome**
✓	**HOUSING CONTINUED**					
	Residential Historic Preservation		Decent Affordable Housing			Affordability
	Operation and Repair of Foreclosed Property ("In-Rem Housing")		Decent Affordable Housing			Affordability
✓	**ECONOMIC DEVELOPMENT**					
	Rehabilitation: Publicly or Privately Owned Commercial/Industrial					
	Commercial/Industrial: Acquisition/Disposition					
	Commercial/Industrial: Infrastructure Development					
	Commercial/Industrial: Building Acquisition, Construction, Rehabilitation					
	Commercial/Industrial: Other Improvements					
	Economic Development: Direct Financial Assistance to For-Profit Business					
	Economic Development: Technical Assistance					
	Economic Development: Microenterprise Assistance					
✓	**GENERAL ADMINISTRATION**					
	General Program Administration					
	Fair Housing Activities (subject to Admin cap)					
	CDBG Funding of HOME Admin					
	CDBG Funding of HOME CHDO Operating Expenses					
✓	**OTHER**					
	CDBG Non-Profit Capacity Building					

CDBG APPLICATION - PART 4

Project # 1 **Allocation: $** $ 27,378.00

A - CDBG NATIONAL OBJECTIVE Which one of the National Objectives will this project target?		
✓	**Code/Description**	**24 CFR**
Benefits low and moderate income persons		
For the National Objective that **principally benefits low- and moderate-income persons** is selected, describe how the activity will address ONE of the subcategories listed below:		
☑	**1) Area Benefit Activity -** Those projects carried out in a neighborhood consisting predominantly of LMI persons and providing services for such persons yet could be available to other non-income eligible persons in the area. This information can be documented by documenting that the area is primarily residential (e.g., zoning map); and that the income characteristics of households in the service area (i.e., Census data)	570.208(a))
☐	**2) Limited Clientele Activity -** Those that benefit a specific group of people (rather than all the residents in a particular area) who are, or presumed to be, income eligible. In order to meet the LMI Limited Clientele criteria, the activity must: serve at least 51% LMI, as evidenced by documentation and data concerning beneficiary family size and income; have income eligibility requirements which limit the service to persons meeting the LMI income requirements, as evidenced by procedures, intake/application forms, income limits and other sources of documentation; serve a specific group presumed by HUD to be income-eligible include: abused children, battered persons, elderly persons, handicapped adults, homeless persons, illiterate persons, migrant farm workers and persons living with AIDS; and be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.	
☐	**3) Income Eligible Housing Activity -** These projects add or improve a permanent residential structure wherein, upon completion, income eligible persons will occupy 51% or more of the housing units.	
☐	**4) Job Creation or Retention Activity -** A project which creates or retains permanent jobs, of which at least 51% are either taken by or available to income eligible persons.	
JUSTIFICATION: This project benefit the area by increasing the ADA connections from the parking lot to the park paths.		
Aids in the prevention or elimination of slums or blight		
For the National Objective that principally **aids in the prevention of elimination of slums or blight** is selected, describe how the activity will address ONE of the subcategories listed below:		
☐	1) At least 25% of the properties throughout the area exhibit the following: a. Physical deterioration of buildings/improvements; b. Abandonment of properties; c. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; d. Significant declines in property values or abnormally low property values relative to other areas in the community; or e. Known or suspected environmental contamination	570.208(b))
☐	2) Public improvements throughout the area are in a general state of deterioration.	
	Documentation must be maintained by the grantee on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.	
JUSTIFICATION: This portion of the municipal park has a path that has been utilized over time but needs to be updated and formalized. This will allow for better ADA accessibility and improve the aesthetic of the park as well.		

CDBG APPLICATION - PART 4 CONTINUED

Project # 1 **Allocation: $** $ 27,378.00

B - PROJECT DESCRIPTION

Provide a detailed description of the proposed activity including how the activity will address the needs of the community:

City administration is requesting that the funding from our 2025 CDBG allocation once again, be applied toward the Municipal Park paths. The municipal park is heavliy used by residents of Rocheester as well as the surrounding communities. It is important that we continue to maintain and replace vital peices of park infustructure in order to maintain ADA compliance for all visitors of the park.

Identify who will benefit from the proposed activity (ex: homeless, abused children, seniors, etc). If your program was designed to benefit persons on L/M income, describe the process you will use to identify these persons (process for income verification if persons are not members of HUD's presumed L/M clientele):

people that will benefit from this park pathway are going to be seniors or those that would benefit from more ADA accessible pathways.

CDBG APPLICATION - PART 4 CONTINUED

Project #1 **Allocation: $**$ 27,378.00

C - CODE ENFORCEMENT PROJECT ONLY

Will any of the supportive activities offered in conjunction with the Code Enforcement Program possibly trigger displacement of any "persons"?	☐	Yes
	✔	No

If "Yes" Explain:

The grantee will be required as a special condition of the CDBG grant contract to submit a formal relocation or displacement plan for the program prior to release of grant funds.

If "No" Explain how that determination was made?

Service Area Where the Code Enforcement Program Will Be Carried Out: Provide a brief narrative of the proposed activity and service area where the Code Enforcement activity will be carried out. N/A

Severity of Problem

What level of service is needed?

- ☐ A new code enforcement program
- ☐ An existing code enforcement program to be increased currently funded by:
- ☐ An existing code enforcement program previously funded with CDBG funds

How was need determined? N/A

Service Area Identified

Census Tract/Block Groups

Census Tract	Census Tract	Census Tract	Census Tract	Census Tract
Block Group (s)	Block Group (s)	Block Group (s)	Block Group (s)	Block Group (s)

Specific streets within a service area

- ☐ Maps attached showing the area is primarily residential

Beneficiaries (People)

Specify the type of beneficiaries who will benefit from this program. Supporting documentation is required.

- ☐ Primarily Low/Mod (Include % of total population that is Low/Mod)

Jurisdiction's definition of *deteriorated or deteriorating* *(HCDA, Section 105(a)(3))* Define:
N/A

CDBG APPLICATION - PART 4 CONTINUED

Project # 1 **Allocation: $** $ 27,378.00

Conditions within the Service Area

Describe, in enough detail, the existing conditions in the service area that qualifies the area, as defined above by the jurisdiction, as deteriorating or deteriorated.

This portion of the park path is a heavily used portion of the pathway system and is located centrally in the park.

☐ Photos attached with any applicable reports or information

Identify problems resulting if the code enforcement program is not provided, continued or expanded:

N/A

Extent of the Solution

Explain how and to what extent the proposed activity will solve the problem:

This current protion of the path has many cracks and in cerntain portions crumbling do to grade of the slope

Provide a summary of the proposed strategy for using code enforcement together with public or private improvements or services (e.g., a homeowner rehabilitation program) that can be expected to arrest the decline of the service area.

N/a

Describe the methodology and metrics to be used to assess whether the code enforcement program and other activities will mitigate the deterioration of the service area during the time CDBG funds are expended to implement the code enforcement program.

N/a

Activity Implementation Plan

Provide a detailed plan of how the code enforcement program, together with "supportive activities" (i.e. public or private improvements, rehabilitation, or services) will mitigate deterioration and is expected to arrest the decline of the area. Also, identify any current or potential funding sources available to assist with proposed supportive activities.

N/a

CDBG APPLICATION - PART 4 CONTINUED

Project # 1 **Allocation: $** $ 27,378.00

D - PROJECT LOCATION		
Please ✓ one box	✓	
Describe Project Location	☐	City/Township/Village Wide
	☑	Area Wide Benefit Only
	☐	Specific
Parcel ID#	15-10-477-001 & 15-10-452-001	
Address	400 6th st	
City	Rochester	
Zip Code	48307	
Areawide Benefit (AWB) Projects Only	**List Census Tract**	1911
	List Block Group	
Attach AWB Map with project location indicated		
Describe service area for:		
Fire Stations/ Equipment		
Parks, Recreational Facilities	New park pathway	
Special Assessments		

E - PROJECT PURPOSE	
ALL PROJECTS Enter number of units in the appropriate type. Enter 0 for other unit types	
# of clients to be served	**Type of clients to be served**
	People
	Households
	Housing Units
	Public Facilities
PUBLIC SERVICES PROJECTS ONLY	
Help Prevent Homelessness?	☐ Yes ☑ No
Help the Homeless?	☐ Yes ☑ No
Help those with HIV/AIDS?	☐ Yes ☑ No
Help Persons with Disabilities?	☑ Yes ☐ No
PUBLIC FACILITIES & IMPROVEMENTS PROJECTS ONLY	
Will the project meet ADA standards for access?	☑ Yes ☐ No

SENIOR CENTER PROJECT DEMOGRAPHICS			
Estimated Number of Current Members			
White alone		Asian Alone	
Black or African American alone		Some other race alone	
American Indian and Alaska Native alone		Two or more races	
Native Hawaiian & Other Pacific Islander alone			

CDBG APPLICATION - PART 4 CONTINUED

Project # 1 **Allocation: $** $ 27,378.00

This is a new project	Yes ☑ No ☐
This is an ongoing project	Yes ☐ No ☑
This is an expanded project from previous years	Yes ☐ No ☑

G - PROJECT ADMINISTRATION	
Community will manage project	Yes ☑ No ☐
Community will hire a vendor to manage project	Yes ☐ No ☐
County will administer contract	Yes ☐ No ☑

Other Federal Funds	$0	State/Local Funds	$0	Other	$0

Please ✓ each box as it applies and attach all required documents

✓	Exempt Project		
☐	Project is Exempt per 24 CFR 58.34		
☐	Exempt Form Attached	☐	Project Location Map Attached

OR

✓	Categorically Excluded Project		
☐	Project is Categorically Excluded		
☐	Statutory Checklist Attached	☑	Project Location Map Attached
☐	Project is in Flood Plain	☐	8 Step Attached
☐	Flood Plain Map https://msc.fema.gov/portal/home		

OR

✓	Environmentally Assessed Project		
☐	Project is Environmentally Assessed		
☐	Environmental Assessment Attached	☐	Project Location Map Attached
☐	Project is in Flood Plain	☐	8 Step Attached
☐	Flood Plain Map https://msc.fema.gov/portal/home		

✓	Other Projects		
☐	Historic Preservation Profile (HPP) Attached	☐	Demolition Checklist Attached

CDGB APPLICATION - PART 5

A - PUBLIC HEARING OPTION #1 - AFFIDAVIT OF PUBLICATION

Participating communities are required to advertise a Public Hearing for the CDBG application. **Option #1 allows for the public hearing notice to appear in a newspaper of general local circulation at least 10 days before the hearing.**

SAMPLE PUBLIC HEARING NOTICE

(City, Township, Village)

Notice of Public Hearing - Community Development Block Grant Funds

NOTICE IS HEREBY GIVEN that the **(City, Township, Village)** will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on **(Day/Date)** at **(Time)** at the **(Meeting Location) (Address/City, Township, Village/Sate/Zip)** to hear public comments on the CDBG Program Year 2025 application in the approximate amount of **(Planning Allocation)** to fund eligible projects. All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at **(Location)** until **(Time, Date).**

Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour notice. Contact **(name)** at **(number, location)** for special services.

(Name, Title, Department)

Published (Newspaper of general circulation, date)

A - PUBLIC HEARING OPTION #2 - WEB POSTING AND CERTIFICATION

Participating communities are required to advertise a Public Hearing for the CDBG application. **Option #2 allows for the public hearing notice to appear in a posting at the city/township/village hall and on the community website at least 10 days before the hearing**. **Option #2 is acceptable only if:**

- The community has approved by ordinance/resolution the use of web posting for CDBG Public Hearings and has provided a copy of the ordinance/resolution to Oakland County Neighborhood & Housing Development
- This procedure does not violate local public hearing notice requirements

SAMPLE PUBLIC HEARING NOTICE

(City, Township, Village)

Notice of Public Hearing - Community Development Block Grant Funds

NOTICE IS HEREBY GIVEN that the **(City, Township, Village)** will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on **(Day/Date) at (Time) at the (Meeting Location) (Address/City, Township, Village/Sate/Zip)** to hear public comments on the CDBG Program Year 2025 application in the approximate amount of **(Planning Allocation)** to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at (Location) until (Time, Date).** Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour notice. Contact **(name)** at **(number, location)** for special services.

(Name, Title, Department)

Published (Website, date) Posted (Location, date)

CDBG APPLICATION – PART 5 CONTINUED

Participating communities are required to conduct a Public Hearing for the CDBG application. **The meeting minutes must clearly show an open and close of the public hearing, the planned use of CDBG funds and approval of the application. PUBLIC COMMENTS MUST OCCUR AFTER HEARING IS OPEN AND BEFORE IT IS CLOSED. STAFF/ OFFICIAL COMMENTS MUST OCCUR BEFORE OR AFTER THE HEARING.** Additional information can be added to these required clauses to meet specific local needs and to encourage participation.

B - MEETING MINUTES OPTION #1 - TRUE COPY

(CITY, TOWNSHIP, VILLAGE)
(BOARD, COMMISSION, COUNCIL) MEETING
(DAY, DATE, TIME, LOCATION)

(Highest Elected Official) called the meeting to order at **(Time)**

1. ROLL CALL PRESENT:_____ ABSENT:_____

2. PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

(Highest Elected Official) opened the Public Hearing at **(Time)**.

(Record Public Comments Here)

(Highest Elected Official) closed the Public Hearing at **(Time)**.

3. ACCEPTANCE PY 20_ _Community Development Block Grant (CDBG) Application

Moved by_____ Seconded by _____

to approve the Program Year 20_ _ Community Development Block Grant (CDBG) application in the approximate amount of **(Proposed Allocation)** as follows and authorize the **(Highest Elected Official)** to sign the Application and submit the documents to Oakland County.

Project Name	Allocation Amount

Motion by: _____
Voting Yea:_____ Voting Nay:_____
Abstaining:_____ Absent: _____

I, **(Name),** the duly elected Clerk of **(City, Township, Village)** Oakland County, MI do hereby certify that the above is a true copy
of the **(City, Township, Village) (Board, Commission, Council)** meeting minutes from **(Date)** at which time a quorum was present.

_____
(Signature)

B - MEETING MINUTES OPTION #2 - GOVERNING BODY RESOLUTION

Participating communities are required to conduct a Public Hearing for the PY 2025 CDBG application. **The governing body resolution must clearly show an opening and closing of the public hearing, the planned use of CDBG funds, and the approval of the application.** Additional information can be added to these required clauses to meet specific local needs and to encourage participation.

SAMPLE GOVERNING BODY RESOLUTION

RESOLUTION OF THE (ORGANIZATION NAME AND ADOPTING BODY)
ADOPTED ON: (DATE)

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs, and

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the ***(City/Township/Village)*** has duly advertised and conducted a public hearing as follows:

(Highest Elected Official) opened the Public Hearing at **(Time)**.

(Record Public Comments Here)

(Highest Elected Official) closed the Public Hearing at **(Time)**.

on ***(Public Hearing Date)*** to receive public comments regarding the proposed use of PY20_ _ Community Development Block Grant funds (CDBG) in the approximate amount of ***(Proposed Allocation)***, and

WHEREAS, the ***(City/Township/Village)*** found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

THEREFORE, BE IT RESOLVED, that the ***(City/Township/Village)*** CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the *(title of authorized representative)* is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Project Name	Allocation Amount

Motion by: _____
Voting Yea:_____ Voting Nay:_____
Abstaining:_____ Absent: _____

I, **(Name),** the duly elected Clerk of **(City, Township, Village)** Oakland County, MI do hereby certify that the above is a true copy
of the **(City, Township, Village) (Board, Commission, Council)** meeting minutes from **(Date)** at which time a quorum was present.

_____
(Signature)



City of Rochester

ROCHESTER
Where you live.

CDBG PATH REPLACEMENT

CAUTION

THIS MAP IS INTENDED FOR REFERENCE PURPOSES ONLY

ANDERSON, ECKSTEIN & WESTRICK, INC. AND THE CITY OF ROCHESTER DO NOT GUARANTEE THE ACCURACY OF THIS INFORMATION AND DISCLAIMS ALL LIABILITY FROM ALL CLAIMS, SUITS, DEMANDS AND JUDGEMENTS ARISING FROM THE USE OF THIS INFORMATION

ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

LEGEND

- Path Replacement Location
- 100 Year Floodplain
- Floodway

DATE PRINTED: November 15, 2024	DATE CREATED: November 15, 2024	
SCALE: 1" = 70'	MAP DOCUMENT: HMA Path.aprx	
PROJECT NO: 0270-0205	CREATED BY: JMM	CHECKED BY: AAP

ANDERSON, ECKSTEIN & WESTRICK, INC.
51301 Schoenherr Road
Shelby Township, MI 48315

PRELIMINARY ESTIMATE

AEW PROJECT NO. 0270-0197

PROJECT: CDBG Path Replacement

OWNER: City of Rochester

PREPARED BY: Khaled Albacha
DATE: 11/15/2024

CHECKED BY: Aseel A. Putros, PE, CFM
DATE: 11/15/2024

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization, Max. $5000.00 Max	1	LS	$5,000.00	$5,000.00
Pathway, Rem, Modified	504	Syd	$14.50	$7,308.00
Erosion Control, Silt Fence	453	Ft	$3.00	$1,359.00
Shared Use Path, Grading, Modified	453	Ft	$10.00	$4,530.00
Aggregate Base, 6 inch, Modified	579	Syd	$17.00	$9,843.00
Subgrade Undercutting, Type I	50	Cyd	$43.50	$2,175.00
Shared Use Path, HMA, 4E03	116	Ton	$220.00	$25,520.00
Shanred Use Path, HMA, 5E03	56	Ton	$252.00	$14,112.00
Surface Restoration, Seeding	302	Syd	$16.50	$4,983.00
Traffic Control and Maintenance	1	LS	$1,000.00	$1,000.00
			CONSTRUCTION COST:	**$75,830.00**
Contingency - (10%)				$7,583.00
			TOTAL COST:	**$83,413.00**

Notes

1. Aggregate base to extend 6" outside the HMA path limits.
2. HMA cross section is 6" HMA over 6" aggregate base.

MUNICIPAL PARK PATHWAY

BIOLOGICAL ANALYSIS

Prepared using IPaC

Generated by Jeremy Peckens (jpeckens@rochestermi.org)

November 19, 2024

The purpose of this document is to assess the effects of the proposed project and determine whether the project may affect any federally threatened, endangered, proposed, or candidate species. If appropriate for the project, this document may be used as a biological assessment (BA), as it is prepared in accordance with legal requirements set forth under Section 7 of the Endangered Species Act (16 U.S.C. 1536 (c)).

In this document, any data provided by U.S. Fish and Wildlife Service is based on data as of November 18, 2024.

Prepared using IPaC version 6.114.0-rc2

MUNICIPAL PARK PATHWAY BIOLOGICAL ASSESSMENT

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1 DESCRIPTION OF THE ACTION

1.1 PROJECT NAME

Municipal Park Pathway

1.2 EXECUTIVE SUMMARY

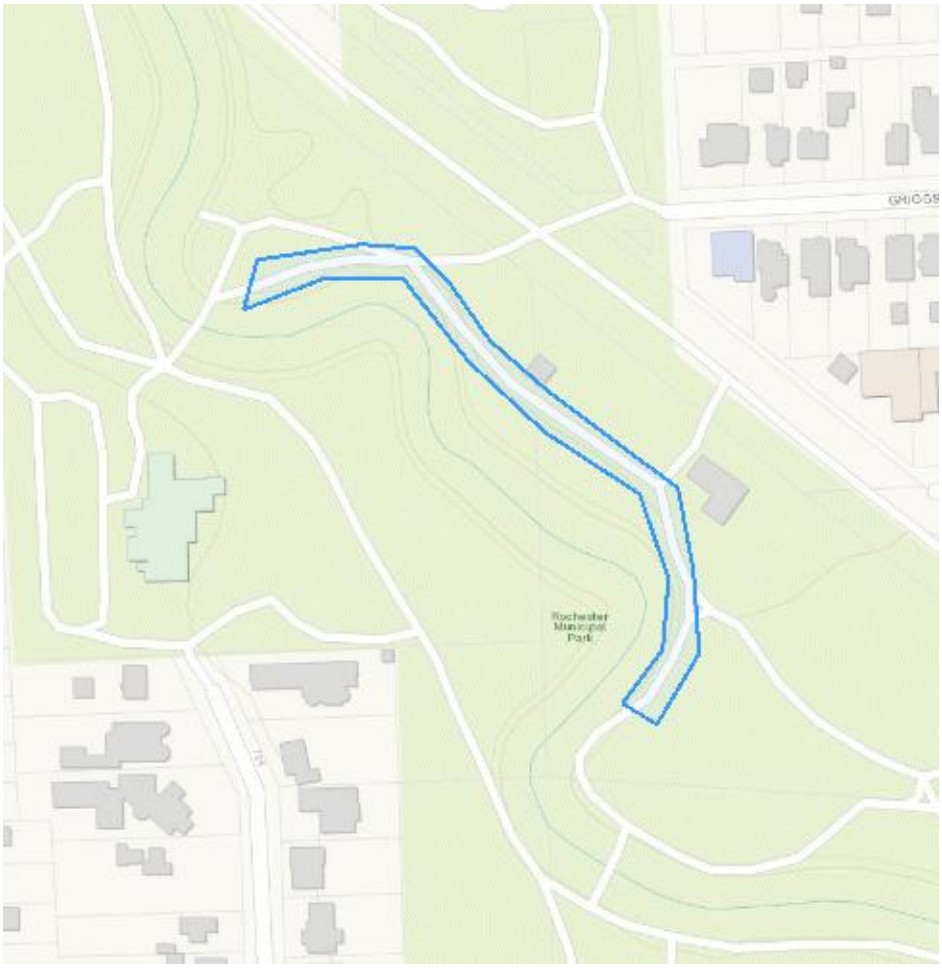
we will be replacing existing park pathway with new path that will not exceed the current footprint.

1.3 EFFECT DETERMINATION SUMMARY

SPECIES (COMMON NAME)	SCIENTIFIC NAME	LISTING STATUS	PRESENT IN ACTION AREA	EFFECT DETERMINATION
Eastern Massasauga (=rattlesnake)	Sistrurus catenatus	Threatened	Yes	NE
Indiana Bat	Myotis sodalis	Endangered	Yes	NE
Monarch Butterfly	Danaus plexippus	Candidate	Yes	NE
Salamander Mussel	Simpsonaias ambigua	Proposed Endangered	Yes	NE

1.4 PROJECT DESCRIPTION

1.4.1 LOCATION



LOCATION
Oakland County, Michigan

1.4.2 DESCRIPTION OF PROJECT HABITAT

Urban Municipal park

1.4.3 PROJECT PROPONENT INFORMATION

Provide information regarding who is proposing to conduct the project, and their contact information. Please provide details on whether there is a Federal nexus.

REQUESTING AGENCY

Department of Housing and Urban Development

Community Planning and Development

FULL NAME

Jeremy Peckens

STREET ADDRESS

400 sixth st

CITY	STATE	ZIP
rochester	MI	47307

PHONE NUMBER	E-MAIL ADDRESS
5869611044	jpeckens@rochestermi.org

LEAD AGENCY

Lead agency is the same as requesting agency

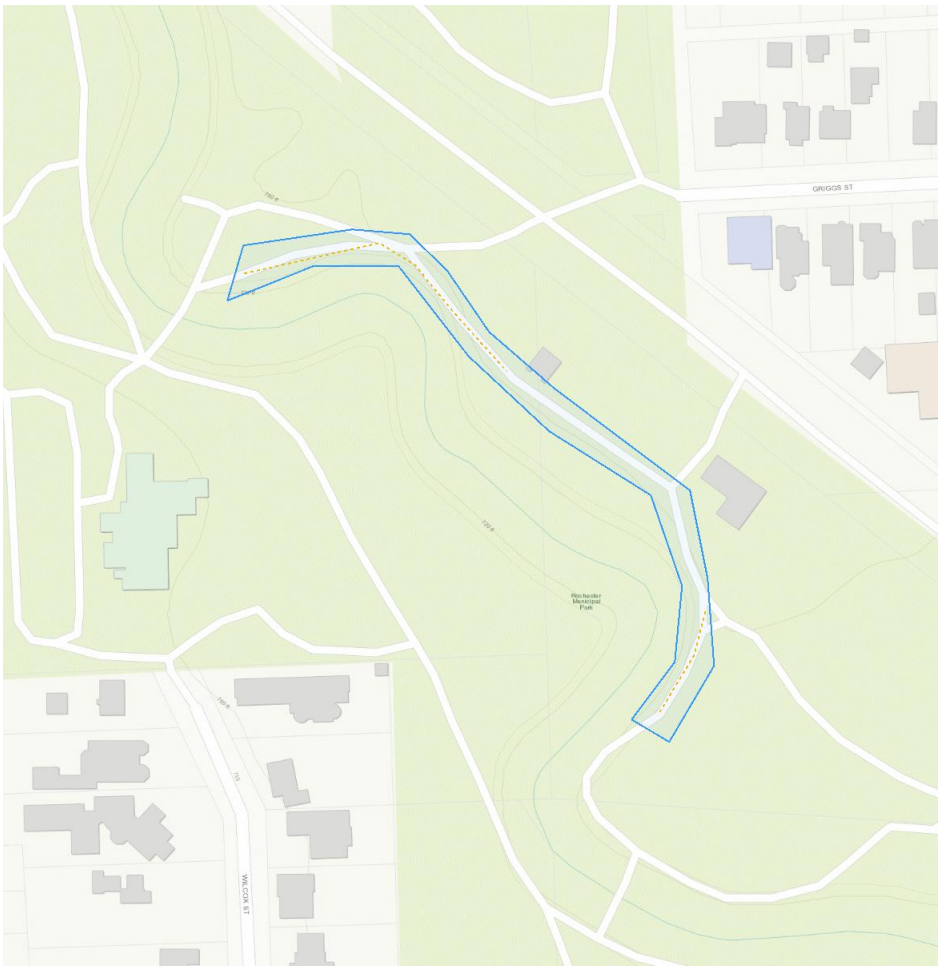
1.4.4 PROJECT PURPOSE

this project is to repair and replace park pathways in the city's municipal park.

1.4.5 PROJECT TYPE AND DECONSTRUCTION

This project is a park pathway paving project.

1.4.5.1 PROJECT MAP



LEGEND

Project footprint

Pathway replacement : Sidewalk/bike path (structure)

1.4.5.2 SIDEWALK/BIKE PATH

STRUCTURE COMPLETION DATE
May 31, 2025

REMOVAL/DECOMMISSION DATE (IF APPLICABLE)
Not applicable

STRESSORS
- Increase in impervious surfaces

DESCRIPTION
replacement and maintenance of existing park pathway

1.4.6 ANTICIPATED ENVIRONMENTAL STRESSORS

Describe the anticipated effects of your proposed project on the aspects of the land, air and water that will occur due to the activities above. These should be based on the activity deconstructions done in the previous section and will be used to inform the action area.

1.4.6.1 ANIMAL FEATURES

Individuals from the Animalia kingdom, such as raptors, mollusks, and fish. This feature also includes byproducts and remains of animals (e.g., carrion, feathers, scat, etc.), and animal-related structures (e.g., dens, nests, hibernacula, etc.).

1.4.6.2 PLANT FEATURES

Individuals from the Plantae kingdom, such as trees, shrubs, herbs, grasses, ferns, and mosses. This feature also includes products of plants (e.g., nectar, flowers, seeds, etc.).

1.4.6.3 AQUATIC FEATURES

Bodies of water on the landscape, such as streams, rivers, ponds, wetlands, etc., and their physical characteristics (e.g., depth, current, etc.). This feature includes the groundwater and its characteristics. Water quality attributes (e.g., turbidity, pH, temperature, DO, nutrients, etc.) should be placed in the Environmental Quality Features.

1.4.6.4 LANDFORM (TOPOGRAPHIC) FEATURES

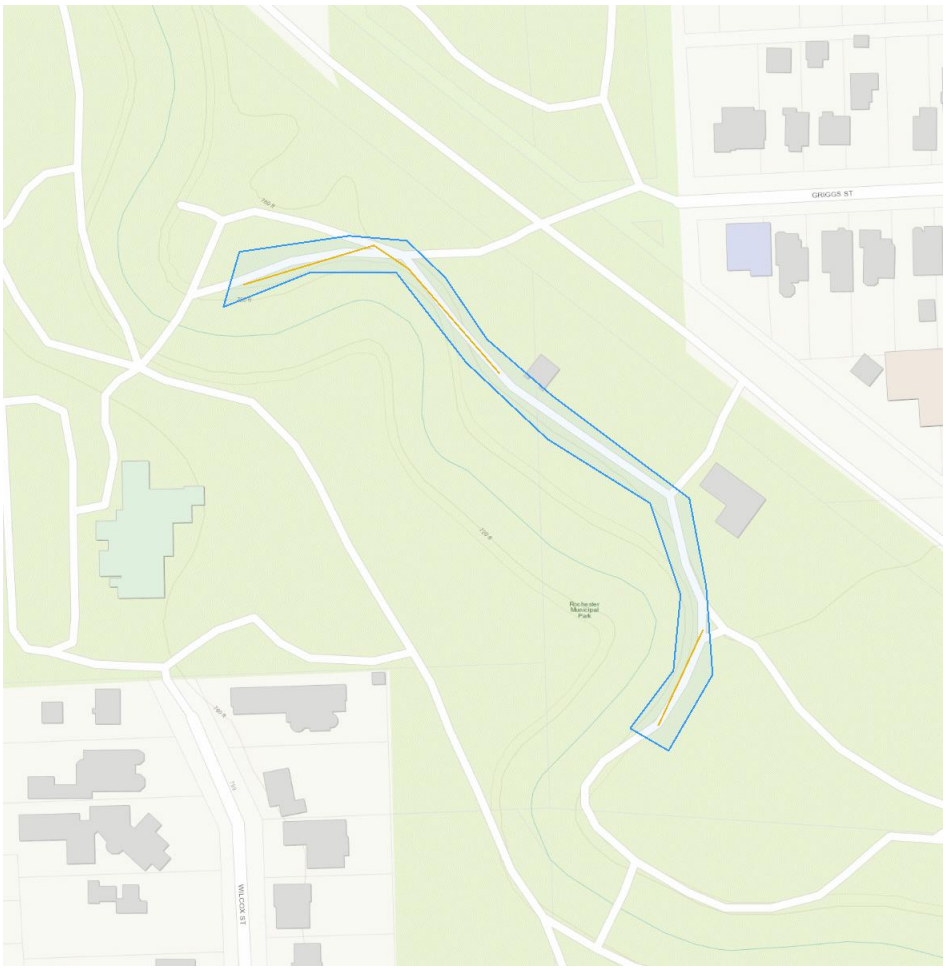
Topographic (landform) features that typically occur naturally on the landscape (e.g., cliffs, terraces, ridges, etc.). This feature does not include aquatic landscape features or man-made structures.

1.4.6.4.1 INCREASE IN IMPERVIOUS SURFACES

ANTICIPATED MAGNITUDE

the existing footprint of the pathways will not increase in size

STRESSOR LOCATION



LEGEND

Project footprint

Stressor location

CONSERVATION MEASURES

No conservation measures for this stressor

STRUCTURES AND ACTIVITIES

- Sidewalk/bike path

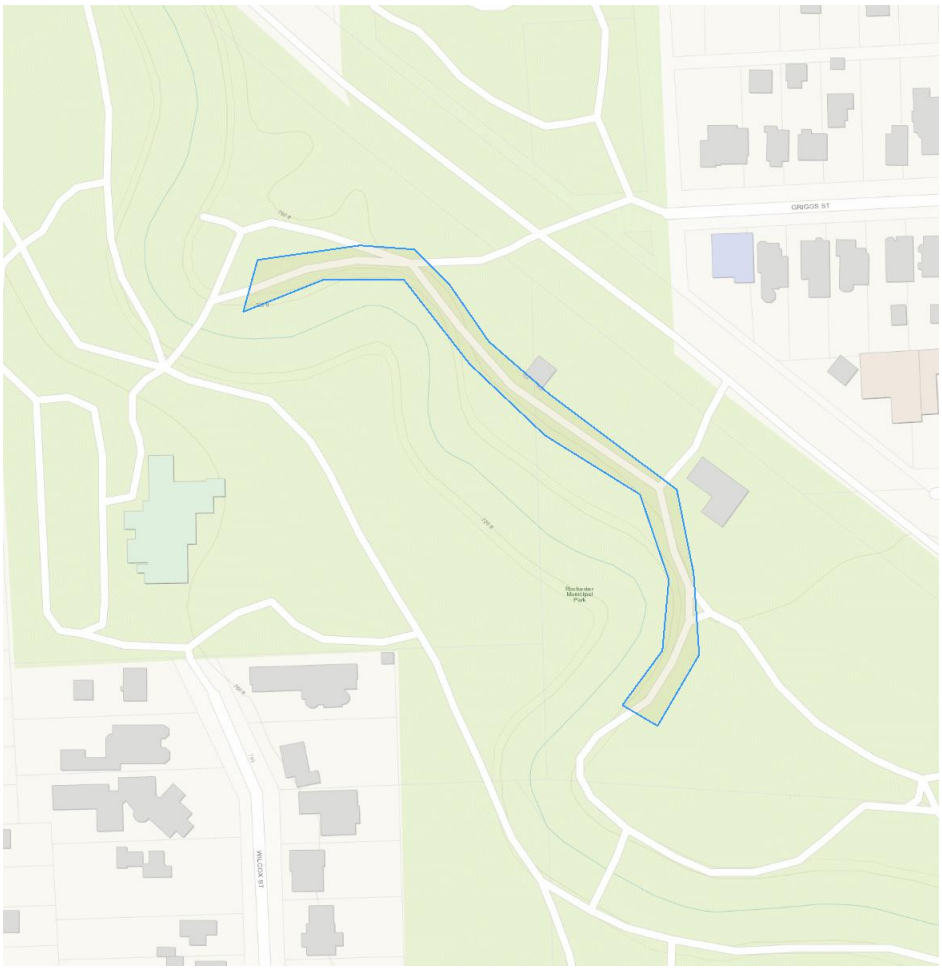
1.4.6.5 ENVIRONMENTAL PROCESSES

Abiotic processes that occur in the natural environment (e.g., erosion, precipitation, flood frequency, photoperiod, etc.).

1.4.6.6 MISCELLANEOUS

Miscellaneous should only be used if the created feature does not fit into one of the other categories or if the creator is not sure in which category it should be placed.

1.5 ACTION AREA



LEGEND

Project footprint

Stressor location

1.6 CONSERVATION MEASURES

Describe any proposed measures being implemented as part of the project that are designed to reduce the impacts to the environment and their resulting effects to listed species. To avoid extra verbiage, don't list measures that have no relevance to the species being analyzed.

No conservation measures have been selected for this project.

1.7 PRIOR CONSULTATION HISTORY

N/a

1.8 OTHER AGENCY PARTNERS AND INTERESTED PARTIES

City of Rochester, Oakland county CDBG

1.9 OTHER REPORTS AND HELPFUL INFORMATION

N/a

2 SPECIES EFFECTS ANALYSIS

This section describes, species by species, the effects of the proposed action on listed, proposed, and candidate species, and the habitat on which they depend. In this document, effects are broken down as direct interactions (something happening directly to the species) or indirect interactions (something happening to the environment on which a species depends that could then result in effects to the species).

These interactions encompass effects that occur both during project construction and those which could be ongoing after the project is finished. All effects, however, should be considered, including effects from direct and indirect interactions and cumulative effects.

2.1 EASTERN MASSASAUGA (=RATTLESNAKE)

2.1.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.1.1.1 LEGAL STATUS

The Eastern Massasauga (=rattlesnake) is federally listed as 'Threatened' and additional information regarding its legal status can be found on the ECOS species profile.

2.1.1.2 RECOVERY PLANS

Available recovery plans for the Eastern Massasauga (=rattlesnake) can be found on the ECOS species profile.

2.1.1.3 LIFE HISTORY INFORMATION

Massasaugas are small snakes with thick bodies, heart-shaped heads and vertical pupils. The average length of an adult is about 2 feet. Adult massasaugas are gray or light brown with large, light-edged chocolate brown blotches on the back and smaller blotches on the sides. The snake's belly is marbled dark gray or black and there is a narrow, white stripe on its head. Its tail has several dark brown rings and is tipped by gray-yellow horny rattles. Young snakes have the same markings, but are more vividly colored. The head is a triangular shape and the pupils are vertical. Massasaugas live in wet areas including wet prairies, marshes, fens, sedge meadows, peatlands, and low areas along rivers and lakes. Massasaugas also use adjacent uplands (shrubland, open woodlands, prairie) during part of the year. They often hibernate in crayfish burrows but may also be found under logs and tree roots or in small mammal burrows. Unlike other rattlesnakes, massasaugas hibernate alone.

IDENTIFIED RESOURCE NEEDS

Canopy cover

Type: low and type: open

Habitat connectivity

Spatial arrangement: wetlands adjacent to upland areas and type: microhabitat

Hibernacula

Location: soft, saturated soils below frost line within emergent, scrub shrub or forested wetlands, proximity to water: hibernacula need to reach the water table for suitable brumation conditions to be met, type: crayfish burrows, and type: root structure and tunnel systems

Riparian vegetation

Size: shrub to sapling and type: riparian woodlands with open meadows or clearings

Structure

Type: rocks, vegetation, burrows, human structures, organic and inorganic debris

Upland areas

Type: structurally complex

Vertebrates

Type: diet consisting of vertebrate species that varies by location

Wetland

Type: emergent wetlands, fens, marshes and wet meadows

2.1.1.4 CONSERVATION NEEDS

N/a

2.1.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under*

review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.

2.1.2.1 SPECIES PRESENCE AND USE
this is a urban municipal park with short grass on all sides.

2.1.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA
N/a

2.1.2.3 HABITAT CONDITION (GENERAL)
this is a municipal park. both sides of the pathway are grass

2.1.2.4 INFLUENCES
N/a

2.1.2.5 ADDITIONAL BASELINE INFORMATION
N/a

2.1.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.1.3.1 INDIRECT INTERACTIONS

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Canopy cover (type: low and type: open)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Habitat connectivity (spatial arrangement: wetlands adjacent to upland areas and type: microhabitat)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Hibernacula (location: soft, saturated soils below frost line within emergent, scrub shrub or forested wetlands, proximity to water: hibernacula need to reach the water table for suitable brumation conditions to be met, type: crayfish burrows, and type: root structure and tunnel systems)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Riparian vegetation (size: shrub to sapling and type: riparian woodlands with open meadows or clearings)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Structure (type: rocks, vegetation, burrows, human structures, organic and inorganic debris)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Upland areas (type: structurally complex)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Vertebrates (type: diet consisting of vertebrate species that varies by location)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Wetland (type: emergent wetlands, fens, marshes and wet meadows)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

2.1.3.2 DIRECT INTERACTIONS

No direct interactions leading to effects on species are expected to occur from the proposed project.

2.1.4 CUMULATIVE EFFECTS

None

2.1.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

2.2 INDIANA BAT

2.2.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.2.1.1 LEGAL STATUS

The Indiana Bat is federally listed as 'Endangered' and additional information regarding its legal status can be found on the ECOS species profile.

2.2.1.2 RECOVERY PLANS

Available recovery plans for the Indiana Bat can be found on the ECOS species profile.

2.2.1.3 LIFE HISTORY INFORMATION

The Indiana bat is a medium-sized Myotis, closely resembling the little brown bat (Myotis lucifugus) but differing in coloration. Its fur is a dull grayish chestnut rather than bronze, with the basal portion of the hairs on the back a dull-lead color. This bat's underparts are pinkish to cinnamon, and its hind feet are smaller and more delicate than in M. lucifugus. The calcar (heel of the foot) is strongly keeled.

IDENTIFIED RESOURCE NEEDS

Hibernacula

Humidity: high and temperature: <10°c (50.0°f) but infrequently drops below freezing, and the temperature is relatively stable.

Insects

Type: flying

Open water

Type: streams, rivers, ponds, wetlands, lakes, road ruts

Travel corridors

Location: between two whole patches of forests. and type: hedgerow, riparian corridor, forest edge

Trees

Size: > or = 5 inches dbh, spatial arrangement: within 1000 feet of forest, structure: cracks, crevices, loose bark, type: dead, nearly dead, and living with dead parts

2.2.1.4 CONSERVATION NEEDS

N/a

2.2.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.*

2.2.2.1 SPECIES PRESENCE AND USE

This is a urban municipal park with short grass on all sides.

2.2.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA

N/a

2.2.2.3 HABITAT CONDITION (GENERAL)

TREES (SIZE: > OR = 5 INCHES DBH, SPATIAL ARRANGEMENT: WITHIN 1000 FEET OF FOREST, STRUCTURE: CRACKS, CREVICES, LOOSE BARK, TYPE: DEAD, NEARLY DEAD, AND LIVING WITH DEAD PARTS)
there are adjacent trees but they will not be effected in any way

2.2.2.4 INFLUENCES
N/a

2.2.2.5 ADDITIONAL BASELINE INFORMATION
N/a

2.2.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.2.3.1 INDIRECT INTERACTIONS

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Hibernacula (humidity: high and temperature: <10°c (50.0°f) but infrequently drops below freezing, and the temperature is relatively stable.)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Insects (type: flying)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Open water (type: streams, rivers, ponds, wetlands, lakes, road ruts)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Travel corridors (location: between two whole patches of forests. and type: hedgerow, riparian corridor, forest edge)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***
Trees (size: > or = 5 inches dbh, spatial arrangement: within 1000 feet of forest, structure: cracks, crevices, loose bark, type: dead, nearly dead, and living with dead parts)	Increase in impervious surfaces		***There will be no impacts to this resource*** the footprint of the park path will not be increased	***There will be no impacts to this resource, so no individuals will be affected.***

2.2.3.2 DIRECT INTERACTIONS

No direct interactions leading to effects on species are expected to occur from the proposed project.

Justification:

the park path footprint will not be increasing at all

2.2.4 CUMULATIVE EFFECTS

N/a

2.2.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

2.3 MONARCH BUTTERFLY

2.3.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.3.1.1 LEGAL STATUS

The Monarch Butterfly is federally listed as 'Candidate' and additional information regarding its legal status can be found on the ECOS species profile.

2.3.1.2 RECOVERY PLANS

Available recovery plans for the Monarch Butterfly can be found on the ECOS species profile.

2.3.1.3 LIFE HISTORY INFORMATION

Note - the monarch is a candidate species and not yet listed or proposed for listing. Consultation with U.S. Fish and Wildlife Service under section 7 of the Endangered Species Act is not required for candidate species, like the monarch. We encourage agencies, however, to take advantage of any opportunity they may have to conserve the species.

For information on monarch conservation, visit https://www.fws.gov/initiative/pollinators/monarchs, http://www.mafwa.org/?page_id=2347, and, for the West, https://wafwa.org/committees-working-groups/monarch-working-group/.

Adult monarch butterflies are large and conspicuous, with bright orange wings surrounded by a black border and covered with black veins. The black border has a double row of white spots, present on the upper side of the wings. Adult monarchs are sexually dimorphic, with males having narrower wing venation and scent patches. The bright coloring of a monarch serves as a warning to predators that eating them can be toxic.

During the breeding season, monarchs lay their eggs on their obligate milkweed host plant (primarily Asclepias spp.), and larvae emerge after two to five days. Larvae develop through five larval instars (intervals between molts) over a period of 9 to 18 days, feeding on milkweed and sequestering toxic chemicals (cardenolides) as a defense against predators. The larva then pupates into a chrysalis before emerging 6 to 14 days later as an adult butterfly. There are multiple generations of monarchs produced during the breeding season, with most adult butterflies living approximately two to five weeks; overwintering adults enter into reproductive diapause (suspended reproduction) and live six to nine months.

In many regions where monarchs are present, monarchs breed year-round. Individual monarchs in temperate climates, such as eastern and western North America, undergo long-distance migration, and live for an extended period of time. In the fall, in both eastern and western North America, monarchs begin migrating to their respective overwintering sites. This migration can take monarchs distances of over 3,000 km and last for over two months. In early spring (February-March), surviving monarchs break diapause and mate at the overwintering sites before dispersing. The same individuals that undertook the initial southward migration begin flying back through the breeding grounds and their offspring start the cycle of generational migration over again.

IDENTIFIED RESOURCE NEEDS

Flat landscape

N/a

2.3.1.4 CONSERVATION NEEDS

N/a

2.3.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.*

2.3.2.1 SPECIES PRESENCE AND USE

This is a urban municipal park with short grass on all sides.

2.3.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA

N/a

2.3.2.3 HABITAT CONDITION (GENERAL)

Maintained urban municipal park

2.3.2.4 INFLUENCES

N/a

2.3.2.5 ADDITIONAL BASELINE INFORMATION

N/a

2.3.3 EFFECTS OF THE ACTION

This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.3.3.1 INDIRECT INTERACTIONS

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Flat landscape (n/a)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

2.3.3.2 DIRECT INTERACTIONS
No direct interactions leading to effects on species are expected to occur from the proposed project.
Justification:
park path footprint is not increasing

2.3.4 CUMULATIVE EFFECTS
N/a

2.3.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

2.4 SALAMANDER MUSSEL

2.4.1 STATUS OF THE SPECIES
This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.4.1.1 LEGAL STATUS
The Salamander Mussel is federally listed as 'Proposed Endangered' and additional information regarding its legal status can be found on the ECOS species profile.

2.4.1.2 RECOVERY PLANS
Available recovery plans for the Salamander Mussel can be found on the ECOS species profile.

2.4.1.3 LIFE HISTORY INFORMATION
The Salamander Mussel belongs to the family Unionidae, also known as the naiads or pearly mussels. Salamander Mussel is the only living member of the genus Simpsonaias. Salamander Mussel is a small species, elliptical in shape, that is thin-shelled and that reaches approximately 4851 mm long (1.52 inches) (Watson 2001, entire).

IDENTIFIED RESOURCE NEEDS

Flat landscape

N/a

2.4.1.4 CONSERVATION NEEDS
N/a

2.4.2 ENVIRONMENTAL BASELINE
*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.*

2.4.2.1 SPECIES PRESENCE AND USE
This is a urban municipal park with short grass on all sides.

2.4.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA
N/a

2.4.2.3 HABITAT CONDITION (GENERAL)
N/a

2.4.2.4 INFLUENCES
N/a

2.4.2.5 ADDITIONAL BASELINE INFORMATION
N/a

2.4.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.4.3.1 INDIRECT INTERACTIONS

RESOURCE NEED	STRESSORS	CONSERVATION MEASURES	AMOUNT OF RESOURCE IMPACTED	INDIVIDUALS AFFECTED
Flat landscape (n/a)			***This resource is not present in the action area*** N/a	***There will be no impacts to this resource, so no individuals will be affected.***

2.4.3.2 DIRECT INTERACTIONS

No direct interactions leading to effects on species are expected to occur from the proposed project.

Justification:

Footprint of park path that is being replaced is not changing

2.4.4 CUMULATIVE EFFECTS

N/a

2.4.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

3 CRITICAL HABITAT EFFECTS ANALYSIS

No critical habitats intersect with the project action area.

4 SUMMARY DISCUSSION AND CONCLUSION

4.1 SUMMARY DISCUSSION

No impact will come. the footprint of the park place that is being replaced is not changing.

4.2 CONCLUSION

this will have no impact

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Michigan Ecological Services Field Office
2651 Coolidge Road Suite 101
East Lansing, MI 48823-6360
Phone: (517) 351-2555 Fax: (517) 351-1443

In Reply Refer To: 11/18/2024 19:14:14 UTC
Project Code: 2025-0020988
Project Name: Municipal Park Pathway

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Official Species List
The attached species list identifies any Federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat if present within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement section 7 of the Endangered Species Act), the accuracy of this species list should be verified after 90 days. You may verify the list by visiting the IPaC website (https://ipac.ecosphere.fws.gov/) at regular intervals during project planning and implementation. To update an Official Species List in IPaC: from the My Projects page, find the project, expand the row, and click Project Home. In the What's Next box on the Project Home page, there is a Request Updated List button to update your species list. Be sure to select an "official" species list for all projects.

Consultation requirements and next steps
Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize Federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-Federal representative) must consult with the Fish and Wildlife Service if they determine their project may affect listed species or critical habitat.

There are two approaches to evaluating the effects of a project on listed species.

Approach 1. Use the All-species Michigan determination key in IPaC. This tool can assist you in making determinations for listed species for some projects. In many cases, the determination key

will provide an automated concurrence that completes all or significant parts of the consultation process. Therefore, we strongly recommend screening your project with the **All-Species Michigan Determination Key (Dkey)**. For additional information on using IPaC and available Determination Keys, visit https://www.fws.gov/media/mifo-ipac-instructions (and click on the attachment), or for a video overview, please visit: https://www.youtube.com/watch?v=FfcerNCiL0I. Please carefully review your Dkey output letter to determine whether additional steps are needed to complete the consultation process.

Approach 2. Evaluate the effects to listed species on your own without utilizing a determination key. Once you obtain your official species list, you are not required to continue in IPaC, although in most cases using a determination key should expedite your review. If the project is a Federal action, you should review our section 7 step-by-step instructions before making your determinations: https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance. If you evaluate the details of your project and conclude "no effect," document your findings, and your listed species review is complete; you do not need our concurrence on "no effect" determinations. If you cannot conclude "no effect," you should coordinate/consult with the Michigan Ecological Services Field Office. The preferred method for submitting your project description and effects determination (if concurrence is needed) is electronically to EastLansing@fws.gov. Please include a copy of this official species list with your request.

For all **wind energy projects**, please contact this field office directly for assistance, even if no Federally listed plants, animals or critical habitat are present within your proposed project area or may be affected by your proposed project.

Migratory Birds
Please see the "Migratory Birds" section below for important information regarding incorporating migratory birds into your project planning. Our Migratory Bird Program has developed recommendations, best practices, and other tools to help project proponents voluntarily reduce impacts to birds and their habitats. The Bald and Golden Eagle Protection Act prohibits the take and disturbance of eagles without a permit. If your project is near an eagle nest or winter roost area, see our Eagle Permits website at https://www.fws.gov/program/eagle-management to help you avoid impacting eagles or determine if a permit may be necessary.

Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your consideration of threatened and endangered species during your project

planning. Please include a copy of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Michigan Ecological Services Field Office
2651 Coolidge Road Suite 101
East Lansing, MI 48823-6360
(517) 351-2555

PROJECT SUMMARY

Project Code: 2025-0020988
Project Name: Municipal Park Pathway
Project Type: Government / Municipal (Non-Military) Construction
Project Description: Replacement and maintenance of existing municipal park pathways
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.68580695,-83.138979283387,14z



Counties: Oakland County, Michigan

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis*	Endangered

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/5949
General project design guidelines:
https://ipac.ecosphere.fws.gov/project/LI7DKFNJKNFXDFPIHLPIIDNTNI/documents/generated/6982.pdf

REPTILES

NAME	STATUS
Eastern Massasauga (=rattlesnake) *Sistrurus catenatus*	Threatened

No critical habitat has been designated for this species.
This species only needs to be considered under the following conditions:
- For all Projects: Project is within EMR Range

Species profile: https://ecos.fws.gov/ecp/species/2202
General project design guidelines:
https://ipac.ecosphere.fws.gov/project/LI7DKFNJKNFXDFPIHLPIIDNTNI/documents/generated/5280.pdf

CLAMS

NAME	STATUS
Salamander Mussel *Simpsonaias ambigua*	Proposed Endangered

There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/6208

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus*	Candidate

No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/9743

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper

Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

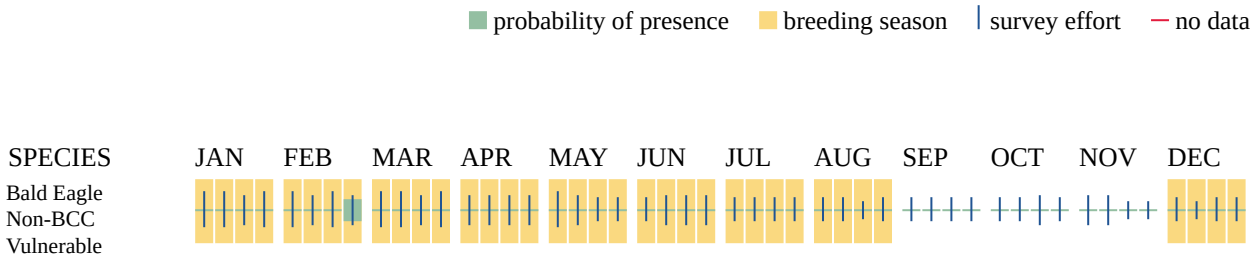
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

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1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
Canada Warbler *Cardellina canadensis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9643	Breeds May 20 to Aug 10
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Golden-winged Warbler *Vermivora chrysoptera* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8745	Breeds May 1 to Jul 20
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10

NAME	BREEDING SEASON
Rusty Blackbird *Euphagus carolinus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9478	Breeds elsewhere
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

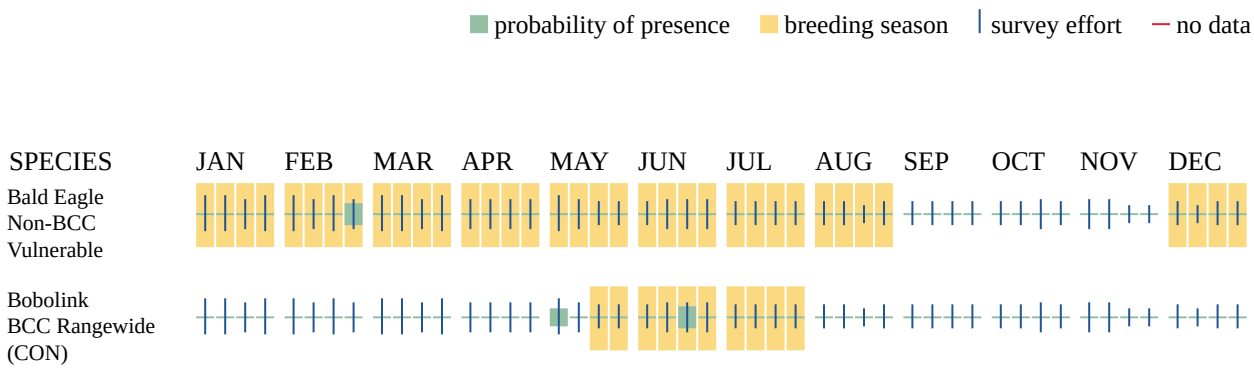
Probability of Presence (■)

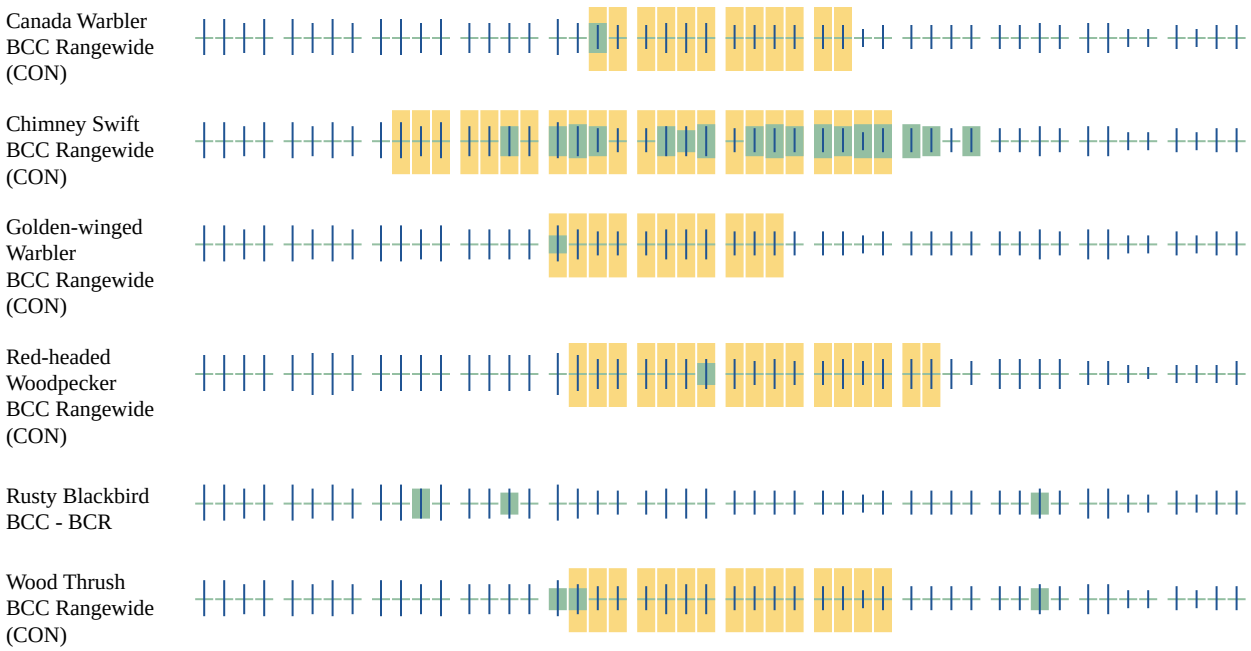
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.





Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

IPAC USER CONTACT INFORMATION

Agency: Community Planning and Development
Name: Jeremy Peckens
Address: 400 sixth st
City: rochester
State: MI
Zip: 47307
Email jpeckens@rochestermi.org
Phone: 5869611044

Endangered Species Act (CEST and EA)

General requirements	ESA Legislation	Regulations
Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service ("FWS" and "NMFS" or "the Services").	The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*); particularly section 7 (16 USC 1536).	50 CFR Part 402
References		
https://www.hudexchange.info/environmental-review/endangered-species		

1. **Does the project involve any activities that have the potential to affect species or habitats?**

☒No, the project will have No Effect due to the nature of the activities involved in the project.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.*

☐No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office.

Explain your determination:

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.*

☐Yes, the activities involved in the project have the potential to affect species and/or habitats. → *Continue to Question 2.*

2. **Are federally listed species or designated critical habitats present in the action area?**

Obtain a list of protected species from the Services. This information is available on the FWS Website or you may contact your local FWS and/or NMFS offices directly.

☐No, the project will have No Effect due to the absence of federally listed species and designated critical habitat.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination. Documentation*

☐No, the Service(s) did not concur with the finding. → *Continue to Question 5.*

5. **Formal consultation is required**
Section 7 of ESA (16 USC 1536) mandates consultation to resolve potential impacts to federally listed endangered and threatened species and critical habitats. If a HUD assisted project may affect any endangered or threatened species or critical habitat, then compliance is required with Section 7. See 50 CFR Part 402 Subpart B Consultation Procedures.

→ *Once consultation is complete, the review is in compliance with this section. Continue to Question 6 and provide the following:*
(1) A biological assessment, evaluation, or equivalent document
(2) Biological opinion(s) issued by FWS and/or NMFS
(3) Any other documentation of formal consultation

6. **For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the proposed measures that will be implemented to mitigate for the impact or effect, including the timeline for implementation.**
☐Mitigation as follows will be implemented:

☐No mitigation is necessary.
Explain why mitigation will not be made here:

Worksheet Summary
Compliance Determination
Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Pathway foot Print is not changing.

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name: Municipal Park Paths

Responsible Entity: City of Rochester

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Michigan

Preparer: Jeremy Peckens

Certifying Officer Name and Title: Jeremy Peckens, Planning & Zoning Administrator

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to:

Project Location: City of Rochester Municipal Park

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]**:**

This portion of the park is heavly utilized by the community, by replacing and reparing this section of the park pathways will not only allow for better ADA accessibility but improve the aesthetic of the park as well.

It is estimated that this activity will take up to five years to complete.

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:_____

Improvement Act of 1990 [16 USC 3501]		the costal Barrier Resource Act. There are no Costal Barriers in Oakland County.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The project does not involve mortgage insurance, refinance, acquisition, repairs, rehabilitation, or construction of a structure, mobile home, or insurable personal property and does not require flood insurance. The proposed project is not located within a flood plain.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	Local permits will be required and inspectors will be monitoring the project. The project does not involve new construction of conversion of land use facilitating the development of public, commercial, or industrial facilities or five or more dwelling units.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	This project is not located in a CBRS unit. Therefore, this project has no potential to impact a CBRS unit as in compliance with the costal barrier resource act. There are no coastal barriers in Oakland county.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	All work is occurring on public property. According to building records there are no toxic substances or contamination stored near the proposed work site.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	The project will have no effect due to the nature of the activities involved in the project. Replacing the path throughout the park to make it ADA accessible.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	This project does not include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	There is no farmland in or near the project area.

for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

☐ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR

☒ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: JMP Date: 11/18/24

Name/Title/Organization: Jeremy Peckens

Planning and Zoning Admin, City of Rochester

Responsible Entity Agency Official Signature:

JMP Date: 11/18/24

Name/Title: Jeremy Peckens Planning & Zoning Admin

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

8/25/2023

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Washington, DC 20410
www.hud.govespanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name: Municipal Park Paths

Responsible Entity: City of Rochester

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Michigan

Preparer: Jeremy Peckens

Certifying Officer Name and Title: Jeremy Peckens, Planning & Zoning Administrator

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to:

Project Location: City of Rochester Municipal Park

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]**:**

This portion of the park is heavly utilized by the community, by replacing and reparing this section of the park pathways will not only allow for better ADA accessibility but improve the aesthetic of the park as well.

It is estimated that this activity will take up to five years to complete.

Level of Environmental Review Determination:
Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:_____

Funding Information

Grant Number	HUD Program	Funding Amount

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:**

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	The City of Rochester is not located within 15,000 ft of a military airport or 3,000 ft of a commercial airport. The nearest airport is Oakland County International Airport, and it is approximately 15 miles away. The project does not involve the sale or acquisition of developed property.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	The project is not located in a CBRS unit. Therefore, this project has no potential to impact a CBRS unit as in compliance with the costal Barrier Resource Act. There are no Costal Barriers in Oakland County.

Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The project does not involve mortgage insurance, refinance, acquisition, repairs, rehabilitation, or construction of a structure, mobile home, or insurable personal property and does not require flood insurance. The proposed project is not located within a flood plain.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	Local permits will be required and inspectors will be monitoring the project. The project does not involve new construction of conversion of land use facilitating the development of public, commercial, or industrial facilities or five or more dwelling units.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	This project is not located in a CBRS unit. Therefore, this project has no potential to impact a CBRS unit as in compliance with the costal barrier resource act. There are no coastal barriers in Oakland county.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	All work is occurring on public property. According to building records there are no toxic substances or contamination stored near the proposed work site.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	The project will have no effect due to the nature of the activities involved in the project. Replacing the path throughout the park to make it ADA accessible.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	This project does not include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	There is no farmland in or near the project area.
Floodplain Management	Yes ☐ No ☒	The proposed project is located in a flood plain and the map is provided.

Executive Order 11988, particularly section 2(a); 24 CFR Part 55		
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	The work will be preformed in a city park. No work is being done in a historic district or property. THPOs will be contacted since ground disturbance will take place.
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The project involves repair/replacement of pathways. A noise assessment in accordance with the noise assessment guidelines is not required.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424€; 40 CFR Part 149	Yes ☐ No ☒	There are no sole source aquifers in Oakland county.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	There are no wetlands in project area.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	There are no wild or scenic rivers within ¼ mile of the project location
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	The proposed pathways retrofit project will increase access to the city for all people. No adverse effect will take place.

Field Inspection (Date and completed by)**:**

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

☐ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR

☒ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: _____Date:_____

Name/Title/Organization: _____

_____

Responsible Entity Agency Official Signature:

_____Date:_____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

8/25/2023

When To Consult With Tribes Under Section 106

Section 106 requires consultation with federally-recognized Indian tribes when a project may affect a historic property of religious and cultural significance to the tribe. Historic properties of religious and cultural significance include: archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places, traditional cultural landscapes, plant and animal communities, and buildings and structures with significant tribal association. The types of activities that may affect historic properties of religious and cultural significance include: ground disturbance (digging), new construction in undeveloped natural areas, introduction of incongruent visual, audible, or atmospheric changes, work on a building with significant tribal association, and transfer, lease or sale of properties of the types listed above.

If a project includes any of the types of activities below, invite tribes to consult:

- ☐ **significant ground disturbance (digging)**
  Examples: new sewer lines, utility lines (above and below ground), foundations, footings, grading, access roads

- ☐ **new construction in undeveloped natural areas**
  Examples: industrial-scale energy facilities, transmission lines, pipelines, or new recreational facilities, in undeveloped natural areas like mountaintops, canyons, islands, forests, native grasslands, etc., and housing, commercial, and industrial facilities in such areas

- ☐ **incongruent visual changes**
  Examples: construction of a focal point that is out of character with the surrounding natural area, impairment of the vista or viewshed from an observation point in the natural landscape, or impairment of the recognized historic scenic qualities of an area

- ☐ **incongruent audible changes**
  Examples: increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience

- ☐ **incongruent atmospheric changes**
  Examples: introduction of lights that create skyglow in an area with a dark night sky

- ☐ **work on a building with significant tribal association**
  Examples: rehabilitation, demolition or removal of a surviving ancient tribal structure or village, or a building or structure that there is reason to believe was the location of a significant tribal event, home of an important person, or that served as a tribal school or community hall

- ☐ **transfer, lease or sale of a historic property of religious and cultural significance**
  Example: transfer, lease or sale of properties that contain archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, plant and animal communities, or buildings and structures with significant tribal association

- ☒ **None of the above apply**

Municipal Park Paths	Jeremy Peckens	11/18/24
Project	**Reviewed By**	**Date**

Wetlands (CEST and EA)

General requirements	Legislation	Regulation
Executive Order 11990 discourages that direct or indirect support of new construction impacting wetlands wherever there is a practicable alternative. The Fish and Wildlife Service's National Wetlands Inventory can be used as a primary screening tool, but observed or known wetlands not indicated on NWI maps must also be processed. Off-site impacts that result in draining, impounding, or destroying wetlands must also be processed.	Executive Order 11990	24 CFR 55.20 can be used for general guidance regarding the 8 Step Process.
References		
https://www.hudexchange.info/environmental-review/wetlands-protection		

1. **Does this project involve new construction as defined in Executive Order 11990, expansion of a building's footprint, or ground disturbance?**
   The term "new construction" shall include draining, dredging, channelizing, filling, diking, impounding, and related activities and any structures or facilities begun or authorized after the effective date of the Order.

   ☒ No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below.*

   ☐ Yes → *Continue to Question 2.*

2. **Will the new construction or other ground disturbance impact an on- or off-site wetland?**
   The term "wetlands" means those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances does or would support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Wetlands under E.O. 11990 include isolated and non-jurisdictional wetlands.

   ☐ No, a wetland will not be impacted in terms of E.O. 11990's definition of new construction.
   → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map or any other relevant documentation to explain your determination.*

   ☐ Yes, there is a wetland that be impacted in terms of E.O. 11990's definition of new construction.

Worksheet Summary

Compliance Determination

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

the Current foot print of the path is not Changing.

Are formal compliance steps or mitigation required?

☐ Yes

☐ No

Wild and Scenic Rivers (CEST and EA)

General requirements	Legislation	Regulation
The Wild and Scenic Rivers Act provides federal protection for certain free-flowing, wild, scenic and recreational rivers designated as components or potential components of the National Wild and Scenic Rivers System (NWSRS) from the effects of construction or development.	The Wild and Scenic Rivers Act (16 U.S.C. 1271-1287), particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c))	36 CFR Part 297
References		
https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers		

1. **Is your project within proximity of a NWSRS river as defined below?**
   Wild & Scenic Rivers: These rivers or river segments have been designated by Congress or by states (with the concurrence of the Secretary of the Interior) as wild, scenic, or recreational
   Study Rivers: These rivers or river segments are being studied as a potential component of the Wild & Scenic River system.
   Nationwide Rivers Inventory (NRI): The National Park Service has compiled and maintains the NRI, a register of river segments that potentially qualify as national wild, scenic, or recreational river areas

   ☐ No
   → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination, such as a map identifying the project site and its surrounding area or a list of rivers in your region in the Screen Summary at the conclusion of this screen.*

   ☒ Yes, the project is in proximity of a Nationwide Rivers Inventory (NRI) River.
   → *Continue to Question 2.*

2. **Could the project do *any* of the following?**
   - Have a direct and adverse effect within Wild and Scenic River Boundaries,
   - Invade the area or unreasonably diminish the river outside Wild and Scenic River Boundaries, or
   - Have an adverse effect on the natural, cultural, and/or recreational values of a NRI segment.

Worksheet Summary

Compliance Determination

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

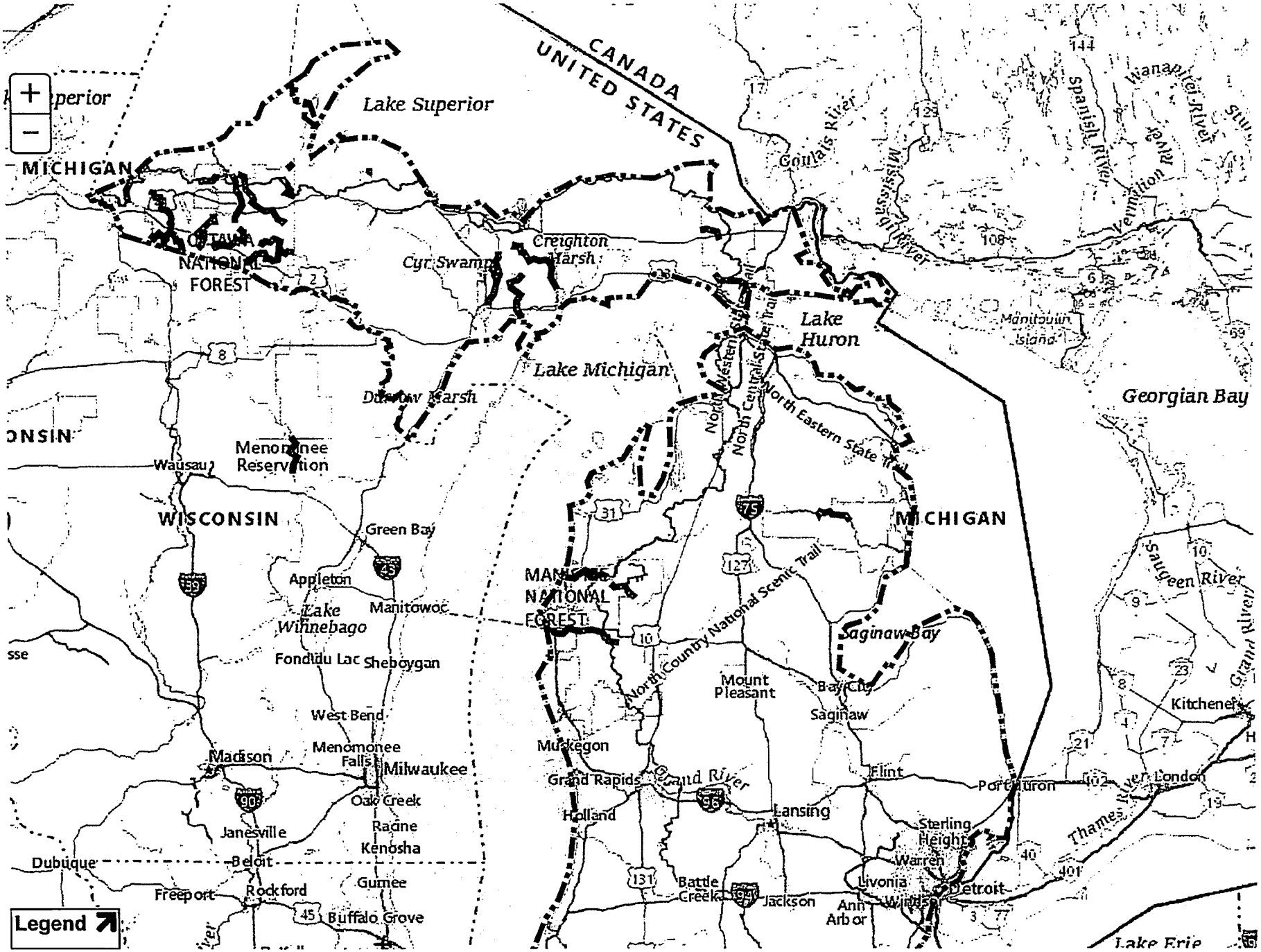
- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Current Foot print of the path is not Changing

Are formal compliance steps or mitigation required?

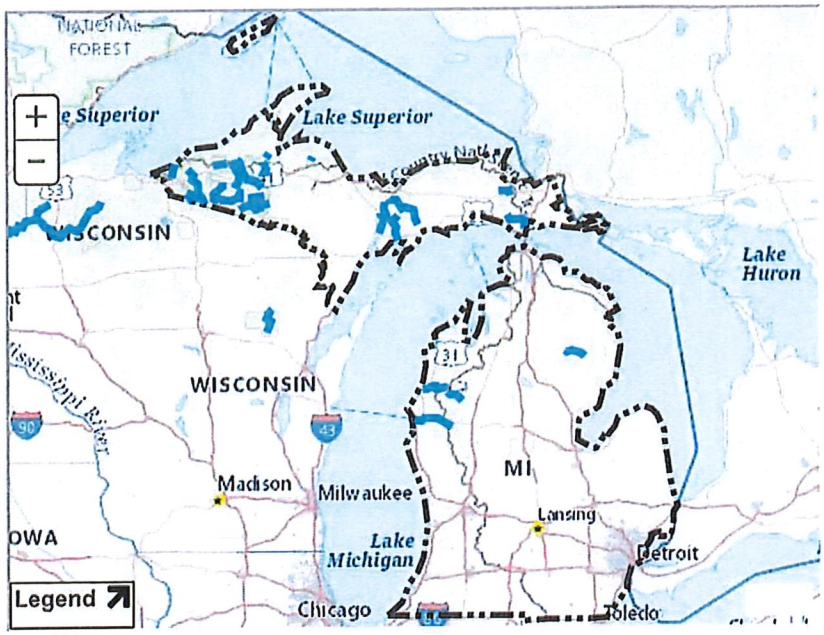
☐ Yes

☒ No


CANADA
UNITED STATES
Lake Superior
MICHIGAN
OTTAWA NATIONAL FOREST
Cyr Swamp
Creighton Marsh
Lake Michigan
Lake Huron
Georgian Bay
Manitoulin Island
Duck Lake Marsh
Menominee Reservation
Wausau
WISCONSIN
Green Bay
Appleton
Lake Winnebago
Manitowoc
Fond du Lac
Sheboygan
West Bend
Menomonee Falls
Milwaukee
Madison
Oak Creek
Racine
Kenosha
Janesville
Beloit
Dubuque
Freeport
Rockford
Gurnee
Buffalo Grove
MANISTEE NATIONAL FOREST
North Country National Scenic Trail
North Eastern State Trail
North Central State Trail
Saginaw Bay
Mount Pleasant
Bay City
Saginaw
Muskegon
Grand Rapids
Grand River
Holland
Flint
Lansing
Port Huron
Sterling Heights
Warren
Detroit
Livonia
Windsor
Ann Arbor
Jackson
Battle Creek
Saugeen River
Kitchener
London
Thames River
Lake Erie
Legend

MICHIGAN

Michigan has approximately 51,438 miles of river, of which 656.4 miles are designated as wild & scenic—just a bit more than 1% of the state's river miles.



+ View larger map

Choose A State Go
Choose A River Go

Nourished by the fertile soils of the region, rivers of the Midwest explode with life, from great avian migrations to ancient fishes.

AuSable River
Bear Creek
Black River
Carp River
Indian River
Manistee River
Ontonagon River
Paint River
Pere Marquette River
Pine River
Presque Isle River
Sturgeon River (Hiawatha National Forest)
Sturgeon River (Ottawa National Forest)
Tahquamenon River (East Branch)
Whitefish River
Yellow Dog River

Rivers on Flickr

Designated Rivers

About WSR Act
State Listings
Profile Pages

National System

WSR Table
Study Rivers
Stewardship
WSR Legislation

River Management

Council
Agencies
Management Plans
River Mgt. Society
GIS Mapping

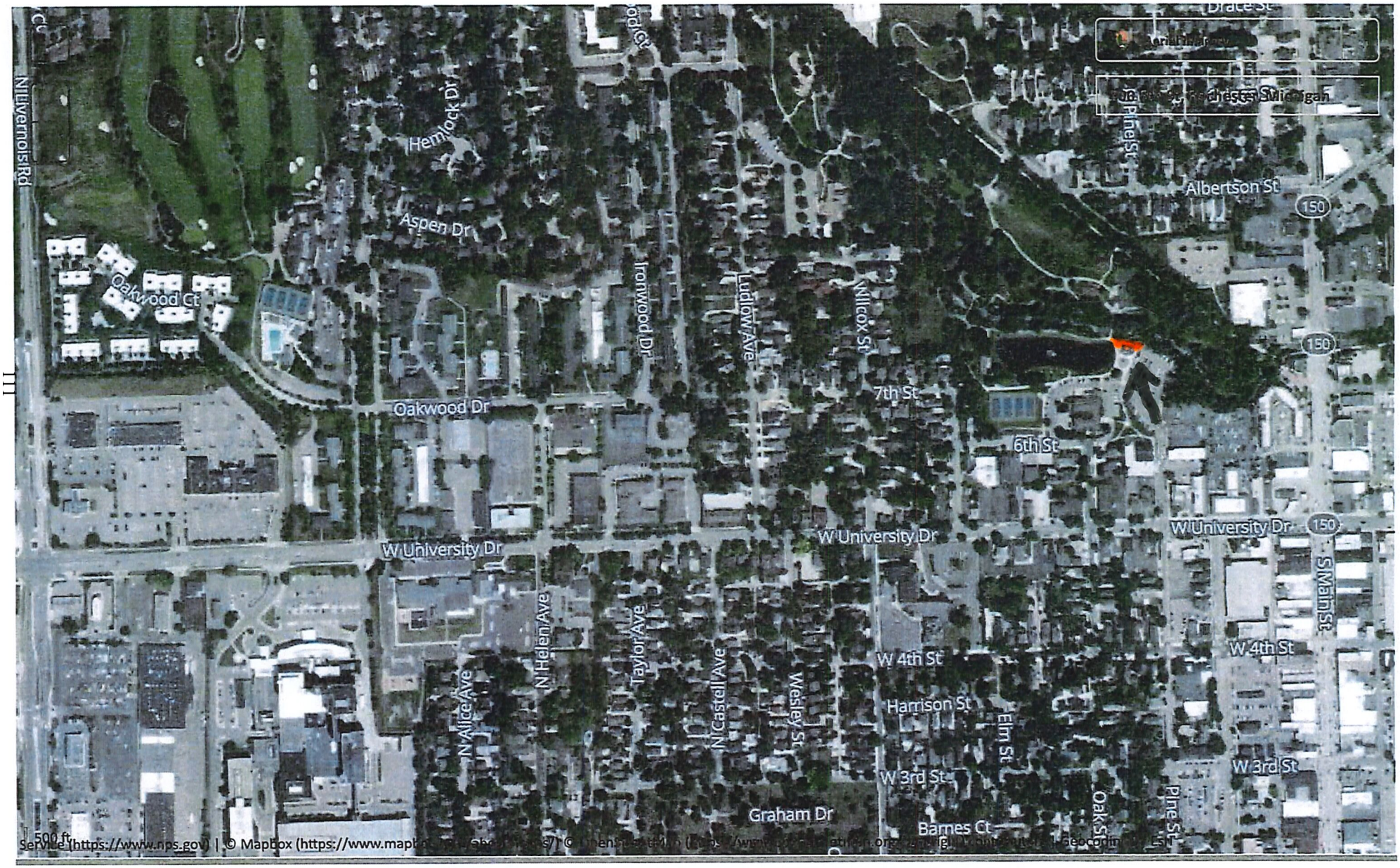
Resources

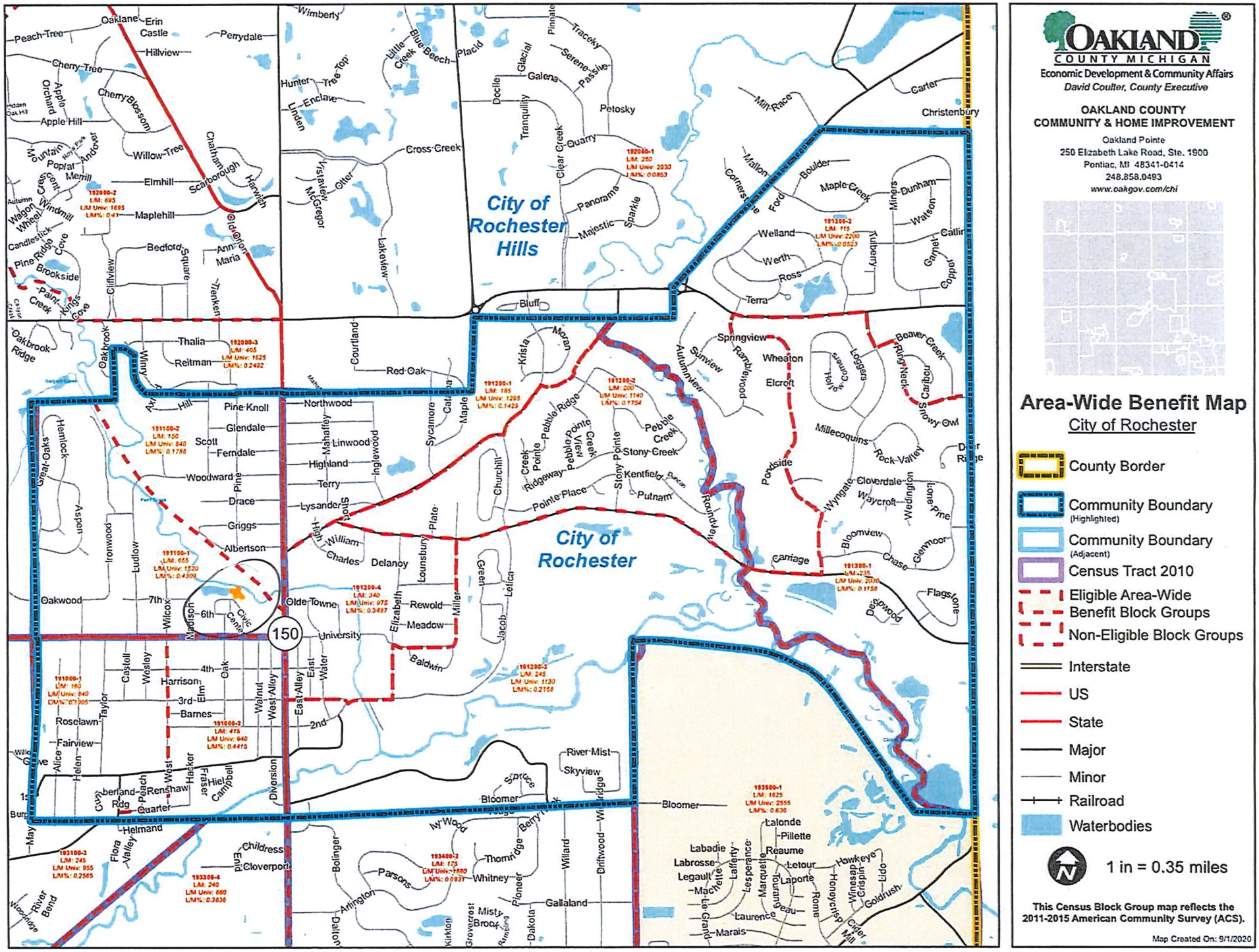
Q & A Search
Bibliography
Publications
GIS Mapping
Logo & Sign Standards

Nationwide Rivers Inventory

National Park Service
U.S. Department of the Interior

This is a listing of more than 3,200 free-flowing river segments in the U.S. that are believed to possess one or more ...





OAKLAND COUNTY MICHIGAN

Economic Development & Community Affairs

David Coulter, County Executive

OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT

Oakland Pointe
250 Elizabeth Lake Road, Ste. 1900
Pontiac, MI 48341-0414
248.858.0493
www.oakgov.com/chi

Area-Wide Benefit Map

City of Rochester

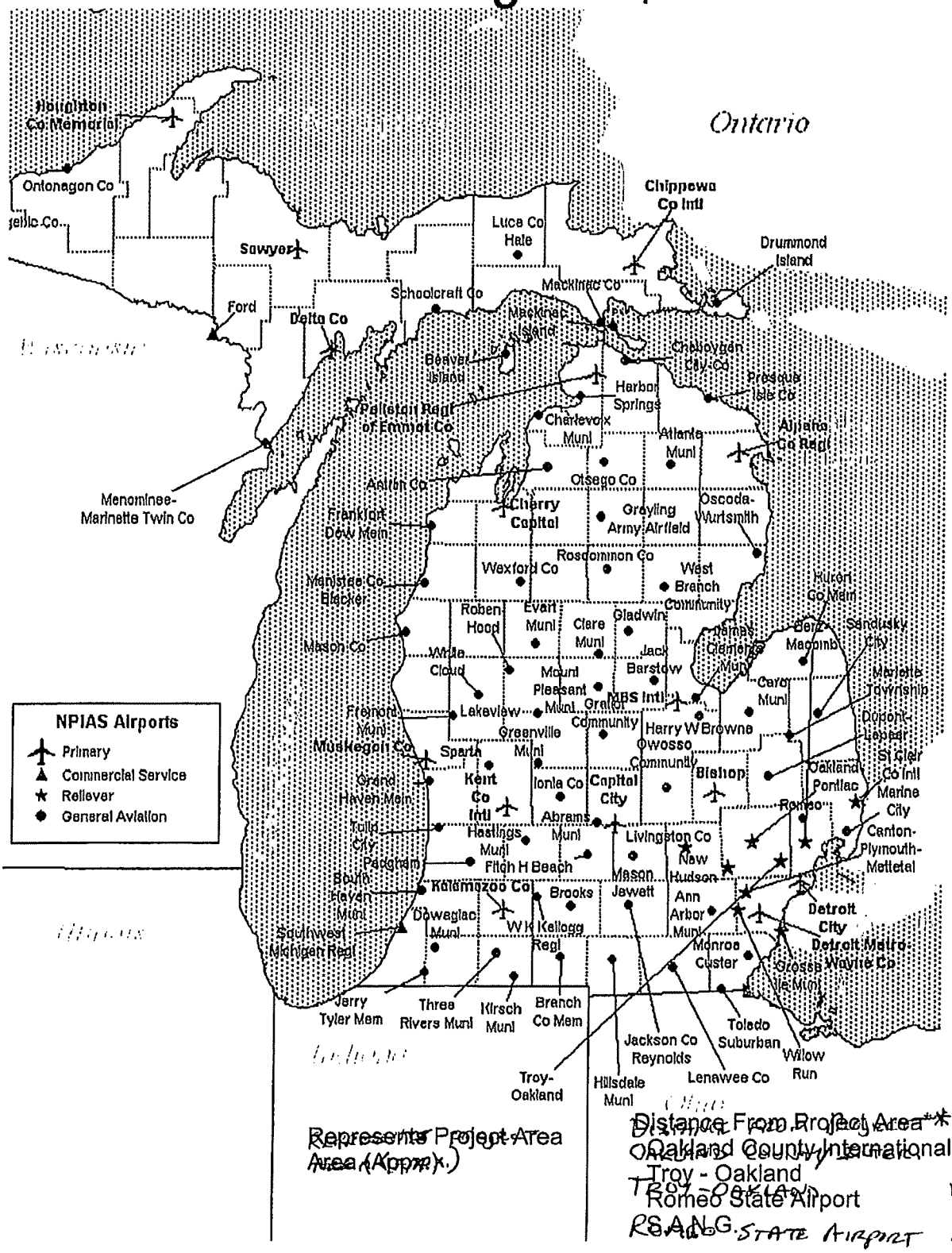
- County Border
- Community Boundary (Highlighted)
- Community Boundary (Adjacent)
- Census Tract 2010
- Eligible Area-Wide Benefit Block Groups
- Non-Eligible Block Groups
- Interstate
- US
- State
- Major
- Minor
- Railroad
- Waterbodies

1 in = 0.35 miles

This Census Block Group map reflects the 2011-2015 American Community Survey (ACS).

Map Created On: 9/1/2020

Michigan Airports



Represents Project Area (Approx.)

Distance From Project Area**

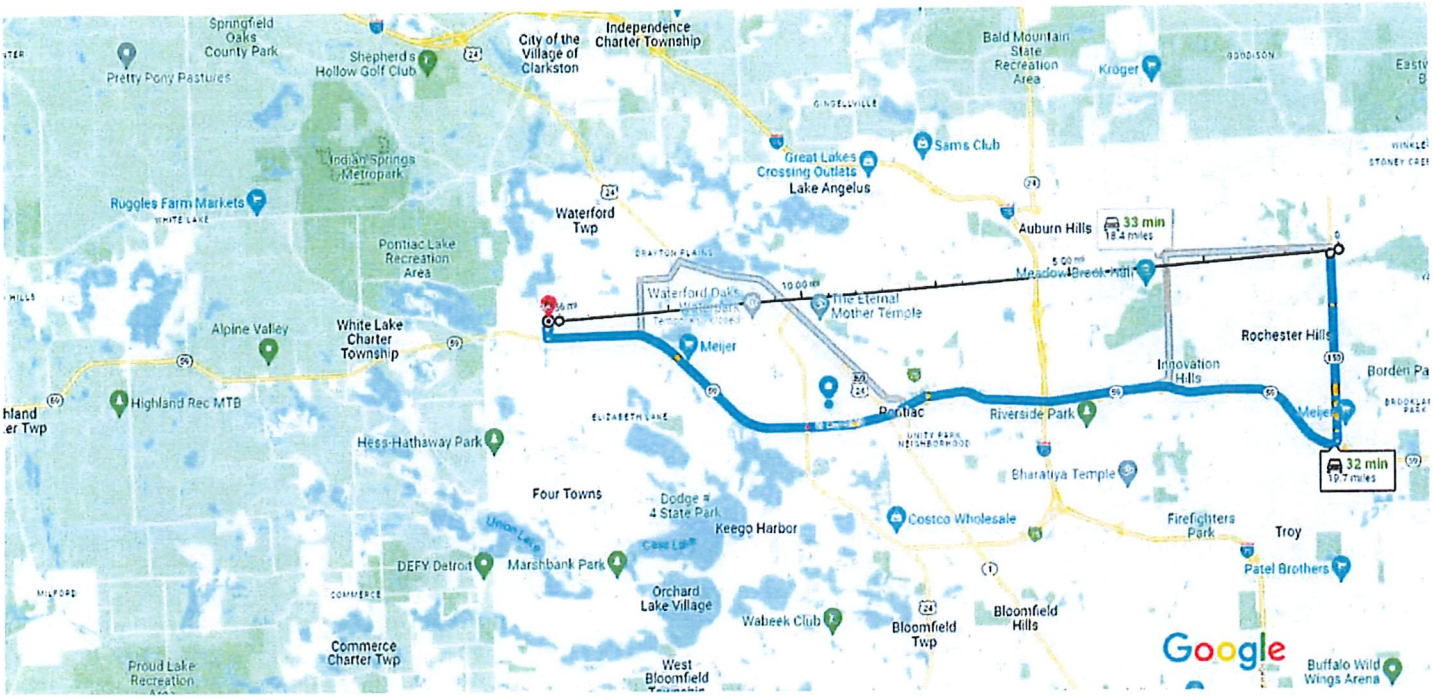
Oakland County International	16 Miles
Troy - Oakland	13 Miles
Romeo State Airport	15 Miles
RSAANG	24 Miles

** Distances Established on Google Maps.

Google Maps

Rochester, Michigan to Oakland County International Airport, 6500 Highland Rd, Waterford Twp, MI 48327

Drive 19.7 miles, 32 min



Map data ©2023 Google 2 mi

via M-59 W and M-59 W Fastest route now due to traffic conditions	32 min 19.7 miles
via Walton Blvd., M-59 W and M-59 W	33 min 18.4 miles
via M-59 W	34 min 21.2 miles

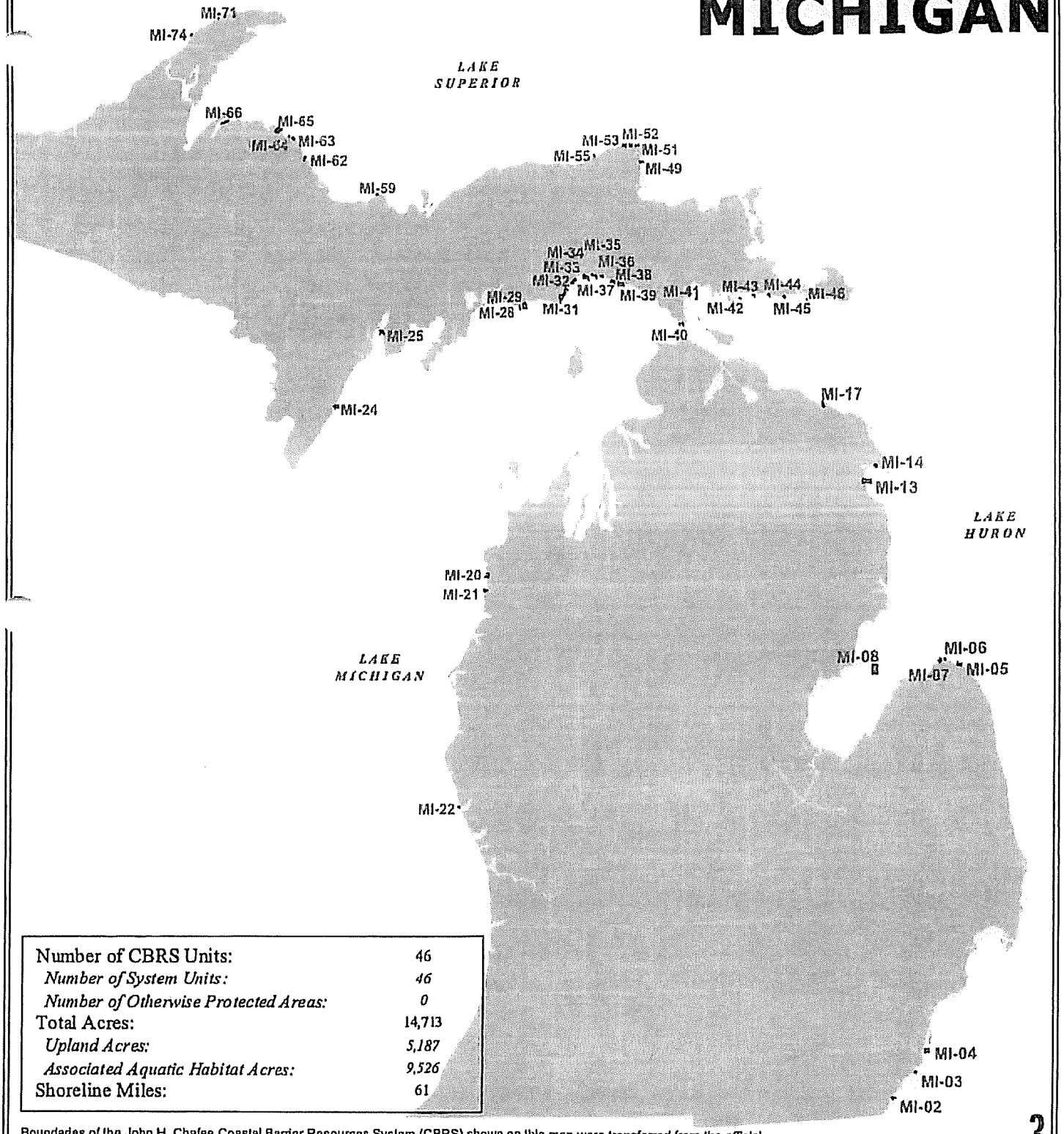
Explore Oakland County International Airport

Restaurants Hotels Gas stations Parking Lots More

Measure distance
Total distance: 14.56 mi (23.43 km)

JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

MICHIGAN

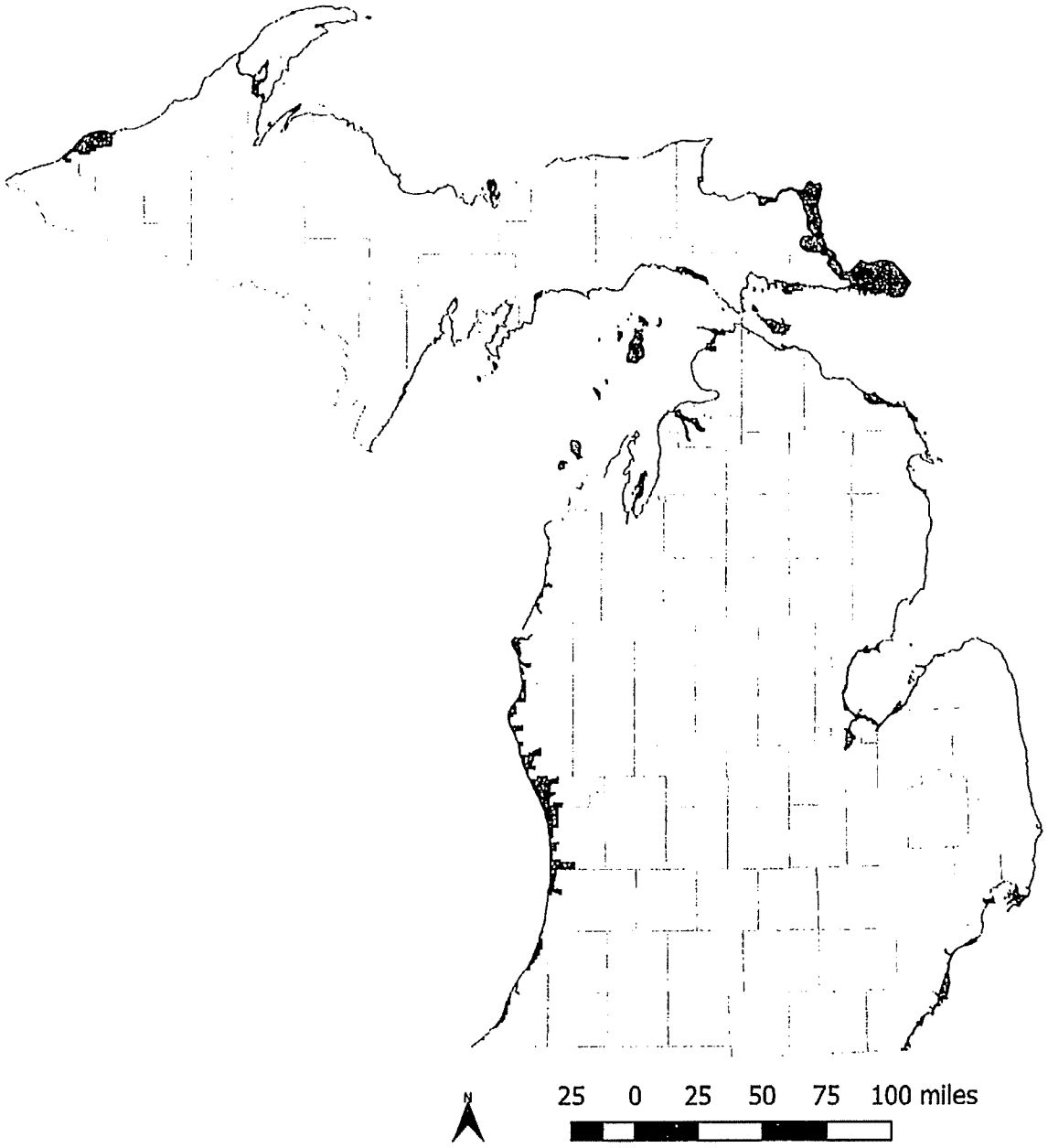


Number of CBRS Units:	46
Number of System Units:	*46*
Number of Otherwise Protected Areas:	*0*
Total Acres:	14,713
Upland Acres:	*5,187*
Associated Aquatic Habitat Acres:	*9,526*
Shoreline Miles:	61

Boundaries of the John H. Chafee Coastal Barrier Resources System (CBRS) shown on this map were transferred from the official CBRS maps for this area and are depicted on this map (in red) for informational purposes only. The official CBRS maps are enacted by Congress via the Coastal Barrier Resources Act, as amended, and are maintained by the U.S. Fish and Wildlife Service. The official CBRS maps are available for download at http://www.fws.gov/habitatconservation/coastal_barrier.html.

3

Michigan Coastal Zone Management Area Boundaries



Legend

MI Coastal Zone Management Areas

Source: State of Michigan Open Data Portal (https://gismichigan.opendata.arcgis.com/datasets/coastal-zone-management-areas)

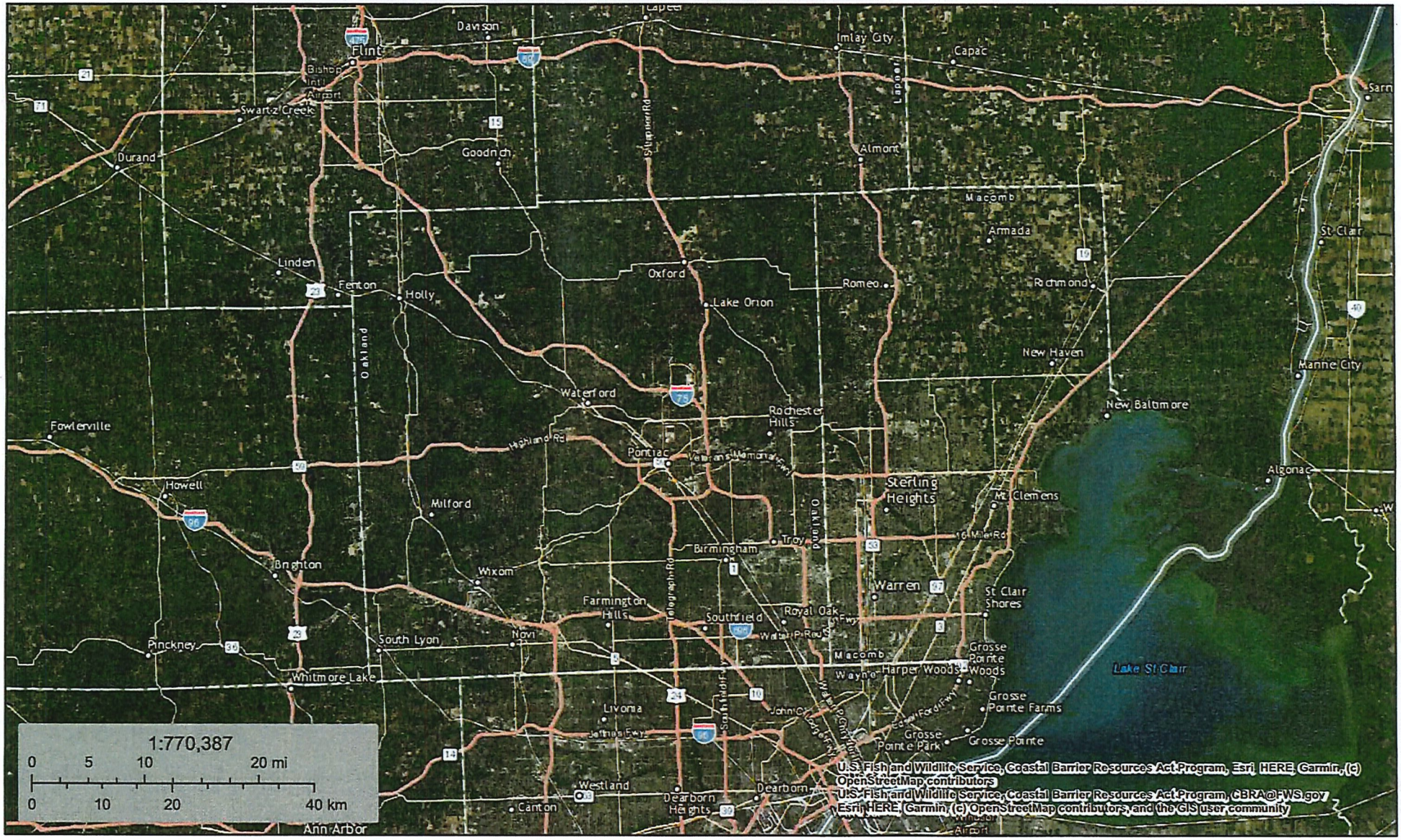
MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

4/2018

U.S. Fish and Wildlife Service

Coastal Barrier Resources System

Oakland County, MI



May 5, 2023

CBRS Units

- ☐ Otherwise Protected Area
- ☐ System Unit

This map is for general reference only. The Coastal Barrier Resources System (CBRS) boundaries depicted on this map are representations of the controlling CBRS boundaries, which are shown on the official maps, accessible at https://www.fws.gov/library/collections/official-coastal-barrier-resources-system-maps. All CBRS related data should be used in accordance with the layer metadata found on the CBRS Mapper website.

The CBRS Buffer Zone represents the area immediately adjacent to the CBRS boundary where users are advised to contact the Service for an official determination (https://www.fws.gov/service/coastal-barrier-resources-system-property-documentation) as to whether the property or project site is located "in" or "out" of the CBRS.

CBRS Units normally extend seaward out to the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward

City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

MEMORANDUM

Date: November 13, 2024
To: Nik Banda, City Manager
From: Marcy Moriwaki, Deputy Finance Director / Deputy Treasurer
Subject: Street Administrator Resolution
Anticipated Budget Impact: $0

Issue:
Michigan Transportation Law, Act 51, provides a number of specifications and allocations for the safe vehicle and pedestrian travel throughout the state. Act 51 requires each municipality to designate, by resolution, one street administrator. That administrator is responsible for the regulatory and reporting requirements of the act.

Requested Action:
Motion to appoint Anthony Moggio as the designated streets administrator for the City of Rochester.

Attachment(s):

Michigan Department
of Transportation
2012 (08/19)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Clear Form

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Anthony Moggio

_____ as the single Street Administrator for the City or Village of

Rochester _____ in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the _____ day of

_____

CITY OR VILLAGE CLERK *(SIGNATURE)*	E-MAIL ADDRESS loconnor@rochestermi.org	DATE
STREET ADMINISTRATOR *(SIGNATURE)*	E-MAIL ADDRESS amoggio@rochestermi.org	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 400 Sixth Street		P.O.BOX
CITY OR VILLAGE Rochester	ZIP CODE 48307	PHONE NUMBER (248) 733-3700

City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

MEMORANDUM

Date: November 15, 2024
To: Honorable Mayor and City Council Members
From: Nik Banda, City Manager
Subject: Contract award to Spohn Ranch Inc. to design and build new Skateboard Park
Anticipated Budget Impact: Not to exceed $500,000. Proceeds coming from sale of Municipal Bonds

---

Issue: The City wishes to build a new Skateboard Park at the DPW Complex in between the Jaycee Field Baseball Diamond and the Community Gardens.

Analysis: Staff initially worked with our Engineering consultants at AEW to complete soil evaluation tests to check for soil stability and any possible contamination issues at the proposed site. The results came back with a positive evaluation, allowing (if approved) the project to move forward as scheduled. The work is to commence next Spring, with a Summer of 2025 grand opening.

Staff worked with the Skateboard Committee to vet potential consultants to design and build the new Park. After interviewing three companies, we have selected Spohn Ranch Inc. out of California to be our partner. They have recently completed multiple new skate parks in Michigan and have an outstanding record of completing the projects on time and on budget we confirmed. They are leaders in the industry.

Requested Action: City Staff is requesting the City Council approve Spohn Ranch Inc. as the chosen contractor for the construction of the new Skateboard Park at the DPW complex on Woodward Ave. in an amount not to exceed $500,000.

Attachment: (1) Contract with Spohn Ranch Inc.

ROCHESTER
Where you live.



SOURCEWELL AGREEMENT

ROCHESTER SKATEPARK – CITY OF ROCHESTER, MICHIGAN

SOURCEWELL MEMBER #67214

SOURCEWELL CONTRACT #112420-SRI

November 12, 2024

EXHIBIT A – SCOPE OF WORK



PROJECT DESCRIPTION

The City of Rochester, Michigan (Client) seeks professional design-build services for the development of a concrete skatepark at Scott Street Park in Rochester, Michigan.

PHASE 1 – DESIGN DEVELOPMENT

Task 1.1 Project Kick-Off Meeting – Spohn Ranch and the Client will kick-off the project via a virtual meeting. We will review the project goals, schedule and points of coordination.

- Task 1.1 Deliverable:
    - Meeting Minutes (PDF)

Task 1.2 Information Gathering & Review – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD format)
- As-built drawings
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

Task 1.3 Site Walkthrough – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.3 Deliverable
    - Walkthrough Minutes (PDF)

Task 1.4 75% Design Development – Incorporating feedback from the Project Kick-Off Meeting and Site Walkthrough, Spohn Ranch will prepare a conceptual design. Conceptual design will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

- Task 1.4 Deliverable
    - 3D Renderings (JPEG)
    - Labeled & Scaled 2D Site Plan (PDF)
    - Construction Cost Estimate (PDF)
    - 2D Base (AutoCAD)

Task 1.5 75% Design Development Review Meeting – Spohn Ranch will lead a virtual meeting with the Client and other relevant stakeholders to present the conceptual design and solicit feedback.

- Task 1.5 Deliverable
    - Meeting Minutes (PDF)

Task 1.6 100% Design Development – Incorporating feedback from the 75% Design Development Review Meeting, Spohn Ranch will refine the conceptual design to a 100% Design Development level.

- Task 1.6 Deliverable
    - 3D Renderings (JPEG)
    - Labeled & Scaled 2D Site Plan (PDF)
    - Construction Cost Estimate (PDF)
    - 2D Base (AutoCAD)

PHASE 2 – CONSTRUCTION DOCUMENTS

Task 2.1 Construction Documents Kick-Off Meeting – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable
    - Meeting Minutes (PDF)

Task 2.2 90% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the proposed improvements.

- Task 2.2 Deliverable: 90% Construction Documents (PDF & AutoCAD)
    - Title Sheet
    - 3D Perspective
    - Demolition Plan
    - Site Plan
    - Grading & Drainage Plan
    - Steel Plan
    - Color Plan
    - Layout Plan
    - Jointing Plan
    - Sections
    - Details
    - Specifications

Task 2.3 90% Construction Documents Review Meeting – Th Client and Client's engineering firm will be provided with the 90% Construction Documents for review and will prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable:
    - Meeting Minutes (PDF)

Task 2.4 100% Construction Documents – Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal sealed by a Michigan-licensed professional engineer. Prior to finalizing and sealing, the Client's engineer will be provided with a copy of the 100% Construction documents for review and approval.

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

Spohn Ranch will also coordinate with the Client to obtain the permits necessary for construction.

- Task 2.4 Deliverable:
    - 100% Construction Documents (Hard Copy, PDF & AutoCAD)
    - Permits (Hard Copy & PDF)

PHASE 3 – CONSTRUCTION

Task 3.1 Pre-Construction Meeting – Spohn Ranch's Construction Superintendent will meet with the Client on-site to review the scope of work, schedule and points of coordination.

- Task 3.1 Deliverable:
    - Meeting Agenda (PDF)
    - Construction Schedule (PDF)
    - Meeting Minutes (PDF)

Task 3.2 Construction – Spohn Ranch will provide comprehensive construction services including labor, materials and equipment required to execute the improvements detailed in the 100% Construction Documents.

Task 3.3 Project Closeout – Upon completion of Construction, Spohn Ranch will present the Client with the project closeout deliverables.

- Task 3.3 Deliverable:
    - Acceptance Letter (PDF)
    - Owner's Manual (PDF)
    - The Skatepark Etiquette Guide (Hard Copy)

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6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

EXHIBIT B – PROJECT FEES

The Phase 1 Design Development services (Tasks 1.1 – 1.6), Phase 2 Construction Document services (Tasks 2.1 – 2.4) and Phase 3 Construction services (Tasks 3.1 – 3.3) described in Exhibit A shall be completed for a not-to-exceed fee of $500,000.00 per Spohn Ranch's Sourcewell Contract #112420-SRI.

Spohn Ranch's standard payment terms are based upon the following milestones:

- 5% upon completion of Design Development
- 5% upon completion of Construction Documents
- 30% upon Construction mobilization
- 35% upon 50% completion of Construction
- 20% upon 100% completion of Construction
- 5% within 30 days of completion of Construction

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

EXHIBIT C – PROJECT LOCATION



SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.



EXHIBIT D – WARRANTY

Spohn provides the following standard, limited warranties. Spohn makes no other representation or warranty, whether implied or express, of merchantability, fitness for a particular purpose, or any other type or kind.

Spohn Ranch, Inc. ("Spohn") hereby offers a 24-Month Materials and Workmanship Warranty for the above-referenced project, effective upon the date of substantial completion of the project or first use by Client, whichever is later.

Any material or work that is vandalized, destroyed or suffers damage from abuse (including use of salt within the first year), neglect, or Acts of God, is exempt from any claims of warranty under this guarantee. Normal wear and tear, normal cracking (cracks less than 1/4 of an inch wide), and other issues related to the nature of cast-in-place concrete are excluded from this warranty. Issues related to the nature of cast-in-place concrete include but are not limited to fading, weathering, flaking, shrinkage, and scratching. Issues related to or caused by site conditions or preparation are excluded.

Spohn Ranch shall determine the validity of any warranty claim subject to its reasonable discretion. Client shall provide written notice of any claim under this guarantee, including photographs and provision of all relevant information as soon as practicable, but in no event more than ten calendar days of discovery. Notice must be provided to Spohn within the warranty period. Client's continued use of the subject concrete area after submission of a warranty claim shall void the claim.

Unless otherwise authorized by Spohn Ranch, any modifications, alterations, substitutions, repairs, or attempted repairs by persons other than Spohn Ranch, Inc. void this warranty. The required cure time shall be determined and provided by Spohn Ranch. Client's failure to adhere to this time before first use voids this warranty.

Spohn shall commence warranty repairs within a reasonable time after Spohn determines that a warranty claim is valid. Spohn reserves the right to visually inspect any claimed issue. Client agrees to cooperate fully with Spohn in its investigation in all material ways.

The warranty stated above is valid only if the improvements have been maintained and inspected in accordance with Spohn Ranch, Inc. instructions, and have been subjected to normal use for the purpose for which the improvements were designed.

All disputes related to warranty claims are subject to the arbitration provisions set forth in Spohn's Terms and Conditions and/or any contract between the parties.

Should any questions arise, please contact Doug Hagen at 626-330-5803 x208. All warranty claims, photos and documentation shall be submitted to Doug Hagen via email at doug@spohnranch.com.

This warranty is exclusive of all other warranties, expressed or implied, including warranties of fitness for a particular purpose and merchantability, which are specifically disclaimed.

EXHIBIT E – TERMS & CONDITIONS

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

CLIENT ("Client"):

City of Rochester
400 Sixth Street
Rochester, MI 48307

PROJECT ("Project"):

Rochester Skatepark

("Client"), and Spohn Ranch, Inc., a California Corporation, ("Spohn", "Contractor" or "Consultant"), located at 6824 S. Centinela Avenue, Los Angeles, CA 90230, (collectively, the "Parties") hereby agree to enter into this Sourcewell Agreement ("Agreement") effective on the date executed by the Parties as follows:

1. Contract Documents. The documents ("Contract Documents") comprising this Agreement shall be:

- The Sourcewell Agreement (#112420-SRI);
- This Agreement

The following Exhibits are incorporated into this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Project Fees
- Exhibit C – Project Location
- Exhibit D – Warranty
- Exhibit E – Terms and Conditions

The parties have entered into a transaction via the Sourcewell cooperative purchasing program. This Agreement is intended to supplement Sourcewell Agreement and to govern the design and construction process. The Contract Documents are intended to supplement one another and should be so construed to the extent possible and reasonable. In the event of a conflict among one or more of the Contract Documents, the Sourcewell Agreement shall govern and this Agreement shall supplement its terms. The remainder of the Contract Documents shall take priority based on the order set forth in this Section.

2. Project Fees, Expenses & Authorization to Proceed. The Project fees and costs ("Project Fees") are set forth in Exhibit B. The Parties understand and agree that all Work requested that is not specified within the Scope of Work shall result in an equitable adjustment to the contract price and time. The Parties understand and agree that Spohn shall not be bound to perform work not specified within the Scope of Work ("Work") absent an additional purchase order or written change order agreed to by Spohn in writing. Client's execution of this Agreement authorizes Spohn to proceed with the Work.

Spohn's not to exceed budget amount is valid for a build that occurs within one year. If the Client delays the commencement t of the Project after approval such that the work cannot be performed in said one year, an increase in the price of raw materials anticipated to be used in Spohn's scope greater than ten percent (10%) occurring after execution of this proposal shall constitute a material changed condition necessitating an equitable adjustment to the contract price.

3. Payment, Acceptance of Work. Spohn shall invoice Client per Exhibit B. Client shall pay undisputed invoices upon receipt. Interest on undisputed invoices unpaid after thirty days shall accrue at 1% interest of the cumulative outstanding balance per month (12% annual rate), compounded monthly. Client agrees that all Work described in an invoice that is not objected to in a writing within fifteen (15) day period after of receipt of the invoice shall be deemed to be final and binding upon the Parties as to the amounts due, the adequacy of Spohn's performance, and the value of the services provided to Client. Any written objections shall specify the claimed defects sufficiently to allow Spohn's prompt and effective correction.

Spohn shall notify Client upon Spohn's determination that the Work has been completed. Upon receipt of this notice, Client shall have thirty days to notify Spohn of any claimed deficiencies in the Work that are discoverable upon exercise of reasonable diligence, otherwise, the Work, or portion thereof, shall be deemed complete ("Project Completion") and accepted. Project Completion and



acceptance shall occur earlier in the event that Client acknowledges the same in writing, including Spohn's form designated for such purposes, or occupies or uses the Work.

4. Ownership of Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the Contract Documents, furnished by Spohn to Client under this Agreement ("Work Product") are deemed to be instruments of service. Spohn shall retain ownership and property interests to all Work Product, including but not limited to any Intellectual Property rights, copyrights and/or patents, subject to the provisions set forth below. Client shall be permitted to retain copies, including reproducible copies of the Work Product. Work Product shall not be used by the Client or others on other projects, for additions to this Project for completion of this Project by others.

5. Intellectual Property Rights. Intellectual Property or IP means all licenses, trade secrets, copyrights, patents, trademarks, proprietary information and other rights related to the Work or otherwise necessary for the design and maintenance of the Project, including all Project-related documents, models, computer drawings and other electronic expressions, photographs and other expressions.

6. Use of Design. Upon Client's payment in full for all Work performed under the Contract Documents, Spohn shall grant Client a limited license to use the Work Product in connection with Client's occupancy of the Project, conditioned on Client's express understanding that its alteration of the Work Product without the involvement of Spohn is at Client's sole risk and without liability or legal exposure to Spohn or anyone working by or through Spohn, and on the Client's obligation to provide the indemnity set forth below. Client shall not use, nor cause to be used, any of the aforementioned documents or other information on another project or for completion of this project by others without the express, written consent of Spohn.

7. Authorized Representatives. Unless otherwise specified, each party shall designate an authorized representative who shall communicate with the other party on ordinary matters related to the Work and the Project. This Agreement may not be modified except by Spohn's authorized signing officer, Kirsten Dermer or the Client's authorized signing officer, Nik Banda.

8. Schedule. Spohn will provide the Client with a preliminary schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of design and construction, and shall contain the necessary information to allow the Client to monitor the progress of the Work. The schedule may be revised as is necessitated by the conditions of the Work and for those conditions and events which are beyond the Spohn's control. Each party's representative shall acknowledge and approve, in a writing, any schedule changes. Approval shall not be unreasonably withheld by either party. Notwithstanding any other provision in this Section, Spohn reserves the right to alter the schedule on the grounds of weather, which in Spohn's reasoned judgment, shall impair or unduly delay or burden the Work.

9. Project Commencement and Completion. Unless otherwise expressly noted, the term completion in this Agreement shall mean substantial completion. Substantial Completion is the stage of progress when the Work or a designated portion thereof is sufficiently complete in accordance with this Agreement so that the Client can occupy or use the Work for its intended use. The contract time is the time within which Spohn is to achieve substantial completion of the Work, subject to adjustments as set forth in this Agreement.

10. Work of Other Contractors; Site Risk. Spohn shall assume no risk or liability for the work performed, or contractually obligated to be performed, by Client, its agents, or any third-party not under Spohn's direct control, including but not limited to other contractors or suppliers that Client or its agents cause to perform work for or related to the Project. Spohn's full or partial performance of the Work shall in no way act as an approval as to the performance of the work of other contractors including any site preparation work or latent site conditions or risks. Any such approvals must be in writing, signed by Spohn's authorized signing officer, Kirsten Dermer, after full disclosure of all material information to Spohn and such approvals shall only extend to information that is actually disclosed to Spohn.

11. Disclosure of Information; Reliance Thereon. Client shall disclose to Spohn all information in its custody or control that may be reasonably necessary for Spohn's performance of the Work. Client acknowledges that Spohn shall have no risk nor liability related to site conditions not disclosed to Spohn and/or not knowable with the exercise of reasonable diligence. Spohn shall be entitled to rely on the accuracy of any information prepared by Client or other information set forth in Client's project criteria. Spohn shall be entitled to an equitable adjustment in the Project Fees and/or project schedule to the extent Spohn's cost and/or time of performance have been adversely impacted by inaccurate or incomplete information, changes in information made subsequent to Spohn's reliance upon prior design information, or Spohn's discovery of changed conditions not known or knowable upon reasonable diligence.

12. Subcontracting. Client consents to Spohn's use of subcontractors to perform portions of the Work. Spohn's use of one or more subcontractor's shall not eliminate Spohn's responsibility for performance of the obligations arising under the Contract Documents.

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

13. Indemnity and Limitation of Liability. Notwithstanding any provision below, Client agrees that the liability of Spohn, its agents and employees, in connection with services hereunder to the Client and to any persons having contractual relationships with Client, resulting from acts, errors or omissions of Spohn, its agents and/or employees, shall be limited to the amount of the contractually obligated insurance limits set forth in paragraph 23 of this , but excluding any special or consequential damages, to the extent of actual insurance coverage provided Spohn has complied with the insurance requirements set forth in paragraph 23.

Spohn shall indemnify and hold harmless Client, their agents and employees from claims, demands, causes of actions and liabilities of arising out of or in connection with Spohn's services provided pursuant to this Agreement that are solely and proximately caused by Spohn's acts, errors or omissions. In the event that claims, demands, causes of actions, or liabilities arising out of or in connection with Spohn's performance under this Agreement are jointly and proximately caused by the actions of Spohn, Client, and/or any third party, no party shall indemnify, hold harmless, or defend the other, and each party shall bear its own attorney's fees and costs of suit, and liability shall be apportioned pursuant to the relative fault of each party. In any case where attorney's fees, expert witness or other litigation related-fees or expenses, or costs of suit or arbitration ("Litigation Fees") have been advanced or paid under this Section ("Advanced Fees"), and a court or arbitrator adjudicates that the indemnifying party should not bear those costs, the indemnified party or parties shall be liable for those amounts; and Litigation Fees shall be awarded to any prevailing party in a dispute relating to the determination and/or the non-payment Advanced Fees.

14. Confidentiality. Due to the nature of the Project, each parties' employees, officers, agents, and affiliates may be privy to information regarding one another's business operations which one or the other regards as confidential or proprietary. The Parties shall only disclose such information to such persons as is reasonably necessary to complete the Project and only if such persons agree to maintain the confidentiality of such information in a written agreement.

15. Severability. The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement. Provided however, if such provision may be modified so as to be valid as a matter of law, then the provision shall be deemed to be modified so as to be enforceable to the maximum extent permitted.

16. Default. In the event of a default of any provision of this Agreement the non-defaulting party shall provide written notice describing the default and what methods the non-defaulting party deems necessary to cure said default. If, after ten (10) days after receiving such a notice, the defaulting party has not cured then, the non-defaulting party shall have the right to terminate this Agreement upon written notice. Any and all sums that have been earned, including out of pocket expenses, shall remain due and payable notwithstanding any termination pursuant to this section. For purpose hereof, any failure of Client to pay sums due under this Agreement for a period of sixty-(60) days shall be deemed justifiable grounds for declaration of default. In event Client's default for failure to pay, Client shall be liable for the costs of performance until the time that Spohn has declared a default, at which point, Work shall be ceased, and Spohn's damages shall be due and payable.

17. Suspension of Work.

A. **Suspension in Lieu of Termination.** In the event Spohn has the right to terminate as set forth above, Spohn may, at its sole and absolute discretion, decide to suspend performance of services under this Agreement. If Spohn elects to suspend services, Spohn shall give 10 days' written notice to Client before suspending services.

B. **Client's Suspension.** If Client suspends the Project, Spohn shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Spohn shall be compensated for reasonable expenses incurred in the interruption and resumption of services. Spohn's fees for the remaining services and the time schedules shall be equitably adjusted. Any suspension over 120 days shall grant Spohn the option to terminate upon 30 days' written notice.

18. Professional Reports. The Client shall furnish, for the site of the Project, topographical surveys describing the physical characteristics; soils reports and subsurface investigations; legal limitations; utility locations; and a legal description, including a property survey and Project benchmark. The Client agrees to assume responsibility for personal and/or property damage due to Spohn's interference with subterranean structures such as pipes, tanks and utilities not correctly shown on the documents or that are not contained in written information provided prior to the commencement of the Work.

19. Delay. If Spohn is delayed at any time in the progress of the Project by any act of the Client, or any separate contractor employed by the Client or by the action of any governmental agency or regulatory body, or by change orders in the Project, or by labor disputes, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, adverse weather conditions not reasonably anticipatable, unavoidable casualties, acts of God, or any

other causes beyond the Spohn's reasonable control, then the time within which the Work is to be completed shall be adjusted accordingly. If Spohn is delayed by any act of Client or by any separate contractor employed by Client or for any other cause for which the Client is responsible, then in addition to an extension of the contract time, Spohn will be compensated for all costs which it incurs as a result of such delay, and a change order will be issued therefore.

20. Notice. Any notice to the parties required under this Agreement shall be in writing (unless otherwise specified in this Agreement), delivered to the person below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail, first-class return-receipt, courier (i.e. UPS, Federal Express, etc.), personal delivery, electronic mail, or other reasonable methods shall be used. Notices are deemed delivered when actually received (prima facie evidence of receipt shall be any type of delivery receipt provided by the aforementioned means of delivery). All notices shall be sent to:

Contractor:

Spohn Ranch, Inc.
6824 South Centinela Ave.
Los Angeles, CA 90230
Attn: Kirsten Dermer, CEO

Client:

City of Rochester
400 Sixth Street
Rochester, MI 48307
Attn: Nik Banda, City Manager

21. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the terms of the Sourcewell Agreement and the laws of the State of Michigan, except as specifically provided otherwise, without regard to conflict of law principles.

22. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of Michigan, before one arbitrator, who shall be a retired judge. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall determine any issues of arbitrability or enforcement of the arbitration clause. Judgment on the Award may be entered in any court having jurisdiction, including any state or federal court in the State of Michigan. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs and Litigation Fees including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision, below. This clause has been separately bargained for. The contract price would otherwise be higher and bonding required but for this arbitration clause.

23. Insurance. Spohn shall, at its expense, procure and maintain insurance with carriers acceptable to Client, and in amounts set forth below. Contractor shall provide certificates of insurance to Client upon request. The certificates of insurance shall provide that there will be no cancellation nor reduction of coverage without thirty (30) days prior written notice to Client. Required coverage amounts:

- Workers Compensation and Employers Liability insurance in the amount of $1,000,000;
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of $1,000,000 per occurrence, $2,000,000 aggregate;
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of $1,000,000 per occurrence, $2,000,000 aggregate;
- Excess Liability/ Umbrella Insurance in the amount of $5,000,000;
- Errors and Omissions/ Professional Liability insurance in the amount of $2,000,000 per occurrence, $2,000,000 aggregate.

24. Assignment. Any attempt to assign the rights and obligations of either party, except as otherwise specified in this Agreement, is null and void except as to affiliates, wholly owned subsidiaries, or any a lender providing financing for the Project if the lender agrees to assume the Client's rights and obligations under this agreement and Spohn consents to such an assignment, which consent may only be withheld on the grounds that, in good faith, Spohn does not believe that assignee lender can or will render full performance of the obligations and duties set forth herein.

25. Relationship of Parties. The Parties are arm's length bargainers. No provision of the Contract Documents or subsequent conduct of the parties shall be construed to create the relationship of principal and agent, partners, or joint ventures between the Parties.

26. No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spohn.

27. Attorney's Fees. In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable Litigation Fees and other costs and expenses of suit.

28. Entire Agreement. This Agreement embodies the entire agreement of the parties on the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon unless made in writing and signed by the authorized signing officers of the Parties. Spohn's authorized signing officer is Kirsten Dermer. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly superseded and merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators and assignees as of the date(s) listed below.

By: _____ _____

Nik Banda
City Manager, City of Rochester

Date

By: _____ _____

Kirsten Dermer
CEO, Spohn Ranch, Inc.

Date

SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

ROCHESTER POLICE DEPARTMENT

400 SIXTH STREET
ROCHESTER, MICHIGAN 48307
PHONE (248) 651-9621
FAX (248) 651-3607
http://www.rochestermi.org

GEORGE T. ROUHIB JR.
CHIEF OF POLICE

MEMORANDUM

Date: November 21,2024
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Vehicle Replacement/Purchase-Council Agenda

Issue: Request to purchase a 2025 Chevrolet Equinox AWD from Fox Chevrolet for $32,768.00. (GL #661.900.000.977.000)

Analysis: The police department is requesting to purchase a 2025 Chevrolet Equinox for $32,768 from Fox Chevrolet to replace a 2012 Dodge Journey with 58,000 miles. This purchase is in accordance with the current vehicle replacement schedule and is a budgeted item. This vehicle will be assigned to the detectives. Lt. Harper contacted Mike Savoie, Serra, and Buff Whelen Chevrolet. All the dealerships' pricing was the same as Fox Chevrolet. The vehicle is in stock and will be placed on hold pending council approval.

Requested Action: Review and approve purchase as presented.

Attachment(s): Vehicle Specifications Sheet

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

CHEVROLET

2025 EQUINOX LT AWD

EXTERIOR: STERLING GRAY METALLIC
INTERIOR: BLACK

1.5L TURBO DOHC ENGINE
8-SPEED AUTO TRANSMISSION

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN.

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- 17" STEEL SPARE WHEEL

CONNECTIVITY & TECHNOLOGY

- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- 11.3" DIAGONAL LCD DISPLAY WITH GOOGLE BUILT-IN WITH WIRELESS APPLE CARPLAY AND ANDROID AUTO FOR COMPATIBLE PHONES
- 11" DIAGONAL DRIVER INFORMATION CENTER
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- KEYLESS OPEN AND START
- REMOTE START
- ACTIVE NOISE CANCELLATION

INTERIOR

- HEATED FRONT BUCKET SEATS
- HEATED STEERING WHEEL
- USB PORTS
- EXPRESS UP/DOWN DRIVER WINDOW, ALL EXPRESS DOWN
- PASS-THROUGH CONSOLE
- ILLUMINATED VISOR VANITY MIRRORS

EXTERIOR

- OUTSIDE HEATED MIRRORS
- LED HEADLAMPS
- LED TAIL LAMPS
- REAR DEEP-TINTED WINDOWS

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- FOLLOWING DISTANCE INDICATOR
- FORWARD COLLISION ALERT
- INTELLIBEAM, AUTO HIGH BEAM
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- REAR CROSS TRAFFIC BRAKING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- BLIND ZONE STEERING ASSIST
- SAFETY ALERT SEAT
- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$30,600.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN.

CONVENIENCE PACKAGE II	2,050.00
• EVOTEX SEATING SURFACES	
• 8-WAY POWER DRIVER SEAT ADJUSTER	
• 2-WAY POWER LUMBAR DRIVER SEAT ADJUSTER	
• AUTOSENSE POWER LIFTGATE	
• DUAL ZONE AUTO CLIMATE CONTROL	
• RAIN SENSING FRONT WINDSHIELD WIPERS	
• HEATED WIPER PARK	
• WIRELESS DEVICE CHARGING	
• CABIN HUMIDITY AND WINDSHIELD TEMPERATURE SENSOR	
• SUNGLASS STORAGE	

Visit us at www.chevy.com

SAFETY AND TECHNOLOGY PACKAGE	1,085.00
• HD SURROUND VISION	
• REAR PEDESTRIAN ALERT	
• TRAFFIC SIGN RECOGNITION	
• FRONT FOG LAMPS	
• REAR CAMERA MIRROR	
• REAR CAMERA MIRROR WASHER	
MIDNIGHT EDITION	1,045.00
• BLACK EMBLEMS AND BOWTIES	
• BLACK GRILLE	
• HIGH GLOSS BLACK MIRROR CAPS	
• BLACK ROOF RAILS	
• 19" BLACK ALUMINUM WHEELS	
UNIVERSAL HOME REMOTE - NON-FUNCTIONAL	-50.00
TOTAL OPTIONS	$4,130.00
TOTAL VEHICLE & OPTIONS	$34,730.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	**$36,125.00**

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

EQUINOX AWD

Fuel Economy: **26 MPG** combined city/hwy — 24 city — 29 highway

SmartWay range from 14 to 118 MPG. The best vehicle rates 140 MPGe.

3.8 gallons per 100 miles

You spend **$500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,000

Fuel Economy & Greenhouse Gas Rating (1 Best – 10): 5

Smog Rating (1 Best – 10): 6

This vehicle emits 344 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 26 MPG and costs $9,550 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code*

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar.*

Visit onstar.com for details.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 15%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 49%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
SAN LUIS POTOSI, MEXICO
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. Vehicles Manufactured for Pre-Delivery Service may not include dealer-installed options and accessories not listed above, nor fees or license fees.

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ORDER NO 0788375 SALES CODE 5
SALES MODEL CODE 1PT26
DEALER NO 44305
FINAL ASSEMBLY
SAN LUIS POTOSI MEXICO

VIN 3GNAXPEG4SL148426 REISSUE

DEALER TO WHOM DELIVERED
CHAMPION HARGREAVES CHEVROLET
2000 E TWELVE MILE RD
ROYAL OAK, MI 48067-1503

2025 EQUINOX LT AWD
GXD STERLING GRAY METALLIC /L4G
H9F BLACK
ORDER NO. DRBKTS/TRE STOCK NO.
VIN 3GN AXPE G4 SL149426

GENERAL MOTORS LLC

RENAISSANCE CENTER
DETROIT MI 48243-1114
VEHICLE INVOICE 10D88934368
**********7047******13*44300S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
1PT26 EQUINOX LT AWD	30600.00	29192.40	INVOICE 09/11/24
CWN SAFETY AND TECHNOLOGY PACKAGE	1085.00	987.35	SHIPPED 08/30/24
* HD SURROUND VISION			EXP I/T 09/25/24
* REAR PEDESTRIAN ALERT			INT COM 09/25/24
* TRAFFIC SIGN RECOGNITION			PRC EFF 08/30/24
* FRONT FOG LAMPS			KEYS XXXXX XXXXX
* REAR CAMERA MIRROR			WFP-S QTR OPT-1
* REAR CAMERA MIRROR WASHER			BANK: PNC BANK, N
FE9 CERTIFICATION EMISSION, FEDERAL	N/C	N/C	CHG-TO 44-300
LSD 1.5L TURBO DOHC ENGINE	N/C	N/C	
4- CYLINDER, SIDI, VVT			SHIP WT: 3572
MGH 8-SPEED AUTO TRANSMISSION	N/C	N/C	HP: 13.5
R6I UNIVERSAL HOME REMOTE -	50.00-	45.50-	GVWR: 4850
NON-FUNCTIONAL			GAWR.FT: 2590
WN5 MIDNIGHT EDITION	1045.00	950.95	GAWR.RR: 2645
* BLACK EMBLEMS AND BOWTIES			EMPLOY: 33327.67
* BLACK GRILLE			SUPPLR: 34645.70
* HIGH GLOSS BLACK MIRROR CAPS			NTR:
* BLACK ROOF RAILS			EMPINC: 1881.94
* 19" BLACK ALUMINUM WHEELS			SUPINC: 563.91
ZQ3 CONVENIENCE PACKAGE II	2050.00	1865.50	
* EVOTEX SEATING SURFACES			
* 8-WAY POWER DRIVER SEAT ADJUSTER			
* 2-WAY POWER LUMBAR DRIVER SEAT ADJUSTER			
* AUTOSENSE POWER LIFTGATE			
* DUAL ZONE AUTO CLIMATE CONTROL			
* RAIN SENSING FRONT WINDSHIELD WIPERS			
* HEATED WIPER PARK			
* WIRELESS DEVICE CHARGING			
* CABIN HUMIDITY AND WINDSHIELD TEMPERATURE SENSOR			
* SUNGLASS STORAGE			

** CONTINUED ON PAGE 2 **

CHAMPION HARGREAVES CHEVROLET
2025 EQUINOX LT AWD GENERAL MOTORS LLC
GXD STERLING GRAY METALLIC /L4G
H9F BLACK RENAISSANCE CENTER
ORDER NO. DRBKTS/TRE STOCK NO. DETROIT MI 48243-1114
VIN 3GN AXPE G4 SL149426 VEHICLE INVOICE 10D88934368
**********7047******13*44300S
MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK
** CONTINUED FROM PAGE 1 **

TOTAL MODEL & OPTIONS	34730.00	32950.70	ACT 237	33303.80
DESTINATION CHARGE	1395.00	1395.00	H/B 261	1041.90
DEALER IMR CONTRIBUTION		173.65	ADV 261	173.65
LMA GROUP CONTRIBUTION		173.65	EXP 65A	173.65
TOTAL	36125.00	34693.00	PAY 310	34693.00

MEMO: TOTAL LESS HOLDBACK AND
APPROX WHOLESALE FINANCE CREDIT 33069.70

****

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

****

CHAMPION HARGREAVES CHEVROLET

City of Rochester
Vehicle/Equipment Replacement Scorecard

Vehicle # 56 Dept. Rochester Police Department

Year/ Make/ Model: 2012 Dodge Journey

Age

In Service Date:	04/2012
Total Time (years):	12
Points:	12

Mileage

Mileage or hours:	57,500
Points:	11

Type of Service

Description:	Police
Points:	5

Reliability

Avg WO/Month:	4
Road Calls:	3
Points:	7

M&R Costs

Total Maintenance:	17200
Annual Maintenance:	1900
Replacement Cost:	32000
% of Repl. Cost:	60
Points:	3

Condition

Accidents:	☑ Yes ☑ No
If Yes, #:	
Paint/Body:	Minor scratches, dings, holes from add-ons
Interior:	normal wear and tear, no heat
Drive Train:	Ok
Points:	5

Total Points: 42

0-17	Excellent	Do not replace
18-22	Good	Re-evaluate next FY for future replacement
23-27	Satisfactory	Qualified for replacement, consider replacement this FYE
28+	Poor	Strongly consider replacement this FYE

Prepared by: Lt. Harper Date: 11/21/2024

City of Rochester
Vehicle/Equipment Replacement Guidelines

Factor	Points	Description
Age	1	Each year of chronological age
Miles or Hours	1 1	Each 5,000 of usage Each 250 hours of usage
Type of Service (Heavy Equipment)	1 2 3 4 5	Standard duties as equipped Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs) Multiple duties based on seasons (snow, mowing, leaf) Extreme duties in harmful atmosphere (dust, salt, water) Heavy construction work including snow removal
Type of Service (Sedans and Light Trucks)	1 2 3 4 5	Standard sedans and light pickups Standard vehicles with occasional off-road usage Any vehicle that pulls trailers, hauls heavy loads, and has continued off road usage Any vehicle involved in snow removal Police, Fire, and Rescue service vehicles
Reliability (PM work is not included)	1 2 3 4 5	In shop one time within three month time period, no major breakdowns or road calls In shop one time within three month time period, 1 breakdown/road call within 3 month time period In shop more than twice within one month time period, no major breakdowns or road calls In shop more than once within one month time period, two or more breakdowns/road calls within same time period In shop more than twice monthly, two or more breakdowns within one month time period
M&R Costs (accident repairs not included)	1 2 3 4 5	Maintenance costs are less than or equal to 20% of replacement cost Maintenance costs are 21-40% of replacement cost Maintenance costs are 41-60% of replacement cost Maintenance costs are 61-80% of replacement cost Maintenance costs are greater than or equal to 81% of replacement cost
Condition	1 2 3 4 5	No visual damage or rust and a good drive train Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
11/07/2024	139253	ANDERSON, ECKSTEIN AND	ANDERSON, ECKSTEIN AND	PROJ 0270-0206-0 PRO SERVICES 9/23/	154.50
11/07/2024	139254	APPLIED INNOVATION	APPLIED INNOVATION	CONTRACT FOR PLOTTER 10/25 TO 11/24/	138.03
11/07/2024	139255	AQUATEST LABORATORIES, INC	AQUATEST LABORATORIES, INC	WATER DEPARTMENT BAC-T SAMPLING OC	532.00
11/07/2024	139256	BADGER METER INC.	BADGER METER INC.	BADGER METER- MBL HOSTING SERV UNIT	235.80
11/07/2024	139257	BAUS BARBER	BAUS BARBER	REDEEMED GIFT CERTIFICATES	100.00
11/07/2024	139258	BISON PLUMBING	BISON PLUMBING	BD Bond Refund	1,500.00
11/07/2024	139259	BOUND TREE MEDICAL, LLC	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	400.11
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	65.48
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	56.52
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	302.52
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4.14
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	40.76
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	42.97
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3.52
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	47.96
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	171.32
					1,135.30
11/07/2024	139260	BRIAN CLAYCOMB	BRIAN CLAYCOMB	OCTOBER 2024 INSPECTIONS	2,235.00
11/07/2024	139261	CITY OF ROCHESTER HILLS	CITY OF ROCHESTER HILLS	POLICE SCHOOL LIAISON PROGRAM 2024-2	50,155.60
11/07/2024	139262	CIVICSMART PARKING TECH, INC	CIVICSMART PARKING TECH, INC	PEMS NOVEMBER	3,899.50
11/07/2024	139263	CROWN EQUIPMENT CORPORATION	CROWN EQUIPMENT CORPORATION	REPAIR VEHICLES	185.00
11/07/2024	139264	CUMMINS BRIDGEWAY, LLC	CUMMINS BRIDGEWAY, LLC	FIRE STATION GENERATOR - 2 HOUR LOAI	1,571.03
			CUMMINS BRIDGEWAY, LLC	TRUCK #657 REPAIRS - CHECK ENGINE LI	6,010.78
			CUMMINS BRIDGEWAY, LLC	CITY HALL FACILITIES GENERATOR - INS	334.42
			CUMMINS BRIDGEWAY, LLC	PLANNED MAINTENANCE OF GENERATOR FC	463.77
					8,380.00
11/07/2024	139265	CYNERGY PRODUCTS	CYNERGY PRODUCTS	LIGHTS-58	4,163.00
11/07/2024	139266	DAVEY TREE EXPERT COMPANY	DAVEY TREE EXPERT COMPANY	STUMP GRINDING (CONT. SRVS) - GBB AF	2,080.00
11/07/2024	139267	DEBBIE JONES	DEBBIE JONES	REIMBURSEMENT FOR REGISTRATION FEE	95.00
11/07/2024	139268	DELECKE WELDING INC	DELECKE WELDING INC	MVP CONTRACTED REPAIR ON #638- FIT E	3,696.00
11/07/2024	139269	DORNBOS SIGN AND SAFETY INC.	DORNBOS SIGN AND SAFETY INC.	AUTO PARKING SIGNS- NO PARKING "SPEC	909.20
11/07/2024	139270	DTE ENERGY	DTE ENERGY	DTE STATEMENT 910040529117	307.52
11/07/2024	139271	GEORGIO'S PIZZA & PASTA	GEORGIO'S PIZZA & PASTA	REDEEMED GIFT CERTIFICATES	125.00
11/07/2024	139272	GRANT'S PIZZA HOUSE	GRANT'S PIZZA HOUSE	REDEEMED GIFT CERTIFICATES	100.00
11/07/2024	139273	HART INTERCIVIC INC	HART INTERCIVIC INC	THERMAL PAPER ROLLS	43.20
11/07/2024	139274	HIBACHI HOUSE	HIBACHI HOUSE	REDEEMED GIFT CERTIFICATES	625.00
11/07/2024	139275	HYDROCORP	HYDROCORP	CROSS CONNECTION CONTROL PROG INSPEC	4,307.00
			HYDROCORP	CROSS CONNECTION CONTROL PROGRAM INS	1,258.00
					5,565.00
11/07/2024	139276	IPS GROUP INC	IPS GROUP INC	CITATIONS ROLLS	2,450.43
11/07/2024	139277	JETT PUMP & VALVE, LLC	JETT PUMP & VALVE, LLC	WATER DIST. CONTRACTUAL - PRV INSPEC	1,861.00
11/07/2024	139278	JULIE CZERWINSKI	JULIE CZERWINSKI	FIRE STATION LANDSCAPE MAINTENANCE	307.50
11/07/2024	139279	LAWNWORKS, INC.	LAWNWORKS, INC.	ANNUALS PLANTED, WATERED, REMOVED CI	2,315.65
			LAWNWORKS, INC.	BUTTERFLY GARDEN (INV 9861)	1,862.50
					4,178.15
11/07/2024	139280	LECONTE MEN'S CLOTHIER	LECONTE MEN'S CLOTHIER	REDEEMED GIFT CERTIFICATES	125.00
11/07/2024	139281	M TECH COMPANY	M TECH COMPANY	MVP PARTS FOR LEAF LOADER # 741 - PI	266.89
11/07/2024	139282	MICHIGAN STATE FIREMEN'S	MICHIGAN STATE FIREMEN'S	DUES-MICHIGAN STATE FIREMANS ASSOCIA	100.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
11/07/2024	139283	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	CAR WASH POLICE	24.00
11/07/2024	139284	NICHOLAS BANDA	NICHOLAS BANDA	MEDICAL REIMBURSEMENT FOR NOVEMBER 2	850.00
11/07/2024	139285	NICHOLS PAPER & SUPPLY CO	NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR PARKS- TOII	73.08
			NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR CITYHALL/POI	631.14
					704.22
11/07/2024	139286	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	WIPER BLADES-67	117.53
11/07/2024	139287	OLDER PERSONS COMMISSION	OLDER PERSONS COMMISSION	LOCAL COMMUNITY STABILIZATION	6,130.55
11/07/2024	139288	PETTY CASH 1	PETTY CASH 1	PETTY CASH SEPT-OCT 2024	230.00
11/07/2024	139289	PRIORITY WASTE	PRIORITY WASTE	NOVEMBER 2024 TRASH CONTRACT - RESII	77,826.87
11/07/2024	139290	PSX	PSX	REPAIR WEST STRUCTURE	1,226.56
11/07/2024	139291	QUALITY BUSINESS ENGRAVING	QUALITY BUSINESS ENGRAVING	RIBBON CUTTING ASSISTANCE LEAGUE OF	28.00
11/07/2024	139292	RECIPES	RECIPES	REDEEMED GIFT CERTIFICATES	350.00
11/07/2024	139293	ROAD COMMISSION OF OAKLAND CO.	ROAD COMMISSION OF OAKLAND CO.	TRAFFIC SIGNAL MAINTENANCE-DTE ENERG	965.28
11/07/2024	139294	ROCHESTER HILLS TIRE & SERVICE	ROCHESTER HILLS TIRE & SERVICE	BRAKES-67	911.80
11/07/2024	139295	ROCHESTER HOLISTIC ARTS	ROCHESTER HOLISTIC ARTS	REDEEMED GIFT CERTIFICATES	100.00
11/07/2024	139296	ROCHESTER PLUMBING & HEATING	ROCHESTER PLUMBING & HEATING	PARKS LIONS SHELTER - FIX TOILET IN	367.00
11/07/2024	139297	SHORES FIREPLACE & BBQ	SHORES FIREPLACE & BBQ	LIONS SHELTER FIREPLACE -PILOT LIGHT	195.00
11/07/2024	139298	SOUTH STREET AUTO CARE	SOUTH STREET AUTO CARE	BRAKES-63	1,203.13
			SOUTH STREET AUTO CARE	OIL GASKET-56	509.12
					1,712.25
11/07/2024	139299	SPENCER OIL COMPANY	SPENCER OIL COMPANY	DYED DIESEL FUEL 427.3 GAL DELIVERED	1,067.10
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,048.07
					5,115.17
11/07/2024	139300	STATE OF MICHIGAN	STATE OF MICHIGAN	EGLE WATER DISTRIBUTION WSSN 05720 A	3,071.75
			STATE OF MICHIGAN	EGLE WATER DISTRIBUTION WSSN 05723 A	3,071.75
					6,143.50
11/07/2024	139301	STATE OF MICHIGAN	STATE OF MICHIGAN	SALES TAX FOR SEPT/OCT 2024	5.64
11/07/2024	139302	SUMO SUSHI & SEAFOOD	SUMO SUSHI & SEAFOOD	REDEEMED GIFT CERTIFICATES	550.00
11/07/2024	139303	SUPERIOR LOCK & KEY, LLC	SUPERIOR LOCK & KEY, LLC	DPW - DUPLICATE KEYS FOR CLEANING CC	13.50
11/07/2024	139304	TALULAH BELLE	TALULAH BELLE	REDEEMED GIFT CERTIFICATES	175.00
11/07/2024	139305	THE ACCUMED GROUP	THE ACCUMED GROUP	MEDICAL BILLING	2,374.79
			THE ACCUMED GROUP	MEDICAL BILLING	1,611.79
					3,986.58
11/07/2024	139306	THE SPICE & TEA EXCHANGE	THE SPICE & TEA EXCHANGE	REDEEMED GIFT CERTIFICATES	100.00
11/07/2024	139307	TRI-COUNTY AQUATICS INC	TRI-COUNTY AQUATICS INC	POND-FOUNTAIN WINTERIZATION SERVICES	865.00
11/07/2024	139308	WATER RESOURCES COMMISSIONER	WATER RESOURCES COMMISSIONER	AEW PROJ# 0270-0192 BRIDGE REPAIR PF	230.00
11/07/2024	139309	WEST SHORE FIRE INC.	WEST SHORE FIRE INC.	AIR PACK CYLANDERS	1,832.28
11/07/2024	139310	WEX BANK	WEX BANK	GAS PURCHASES PD, FD, CITY HALL AND	76.47
11/12/2024	1014(A)	BOND ELECTRIC, LLC	BOND ELECTRIC, LLC	OCTOBER 2024 INSPECTIONS	9,802.20
11/12/2024	1015(A)	EASYPERMIT POSTAGE	EASYPERMIT POSTAGE	POSTAGE REFILL PERMIT #1091 - OCT 20	9,336.29
11/12/2024	1016(A)	JODY ALLEN KINJORSKI	JODY ALLEN KINJORSKI	OCTOBER 2024 INSPECTIONS	1,132.50
11/12/2024	1017(A)	MARPAI ADMINISTRATORS LLC	MARPAI ADMINISTRATORS LLC	MARPAI/MAESTRO ADMIN FEE HSA/FSA JUN	310.50
11/12/2024	1018(A)	TK ELEVATOR	TK ELEVATOR	MAINTENANCE CONTRACT FOR CITY HALL &	412.46

A1 TOTALS:

Total of 63 Checks:	227,474.77
Less 0 Void Checks:	0.00
Total of 63 Disbursements:	227,474.77

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
11/14/2024	1023(E)	BLUE CROSS BLUE SHIELD OF MICH	BLUE CROSS BLUE SHIELD OF MICH	BCBSM 7006068/ERS 12.1-31.24 BILLING	77,440.44
11/14/2024	139311	21ST CENTURY MEDIA - MICHIGAN	21ST CENTURY MEDIA - MICHIGAN	OAKLAND PRESS LEGAL OCT 2024	522.75
11/14/2024	139312	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY	ABSOPURE DIS 5GAL AND BOTTLE DEPOSIT	64.35
			ABSOPURE WATER COMPANY	ABSOPURE SPR 5GAL AND BOTTLE DEPOSIT	22.85
					87.20
11/14/2024	139313	ACCUSHRED LLC	ACCUSHRED LLC	INV 95656, 95664 FOR OCT 2024	16.75
			ACCUSHRED LLC	INV 95656, 95664 FOR OCT 2024	67.00
					83.75
11/14/2024	139314	ANDERSON, ECKSTEIN AND	ANDERSON, ECKSTEIN AND	PROJ 0270-0211-0 PRO SERVICES 9/23/2	7,704.90
11/14/2024	139315	BANGKOK CUISINE	BANGKOK CUISINE	REDEEMED GIFT CERTIFICATES	125.00
11/14/2024	139316	BELFOR PROPERTY RESTORATION	BELFOR PROPERTY RESTORATION	SKATING SHELTER/LIONS- CLEANUP DUE T	3,457.31
11/14/2024	139317	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK HMO 00129741 01 11	16,597.50
11/14/2024	139318	BYERS WRECKER SERVICE INC.	BYERS WRECKER SERVICE INC.	TOWING SERVICES FOR DPW DUMP TRUCK	400.00
11/14/2024	139319	C & G NEWSPAPERS	C & G NEWSPAPERS	C&G NEWSPAPERS INV 0030197-IN	765.80
11/14/2024	139320	CHARLES SIBERT	CHARLES SIBERT	QUARTERLY WATER BILL	75.12
11/14/2024	139321	DAVEY TREE EXPERT COMPANY	DAVEY TREE EXPERT COMPANY	STUMP GRINDING - (LOCALS) 426 THIRD,	260.00
			DAVEY TREE EXPERT COMPANY	TREE TRIMMING - (LOCALS) 303 NORTH F	1,560.00
					1,820.00
11/14/2024	139322	DES MOINES STAMP MFG. COMPANY	DES MOINES STAMP MFG. COMPANY	NAME STAMPS FOR JASON AND BUILDING	72.15
11/14/2024	139323	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	4,412.43
11/14/2024	139324	ENTERPRISE FM TRUST	ENTERPRISE FM TRUST	CITY HALL ELECTRIC VEHICLE LEASE VEH	484.34
11/14/2024	139325	ERNIE'S ON THE CREEK	ERNIE'S ON THE CREEK	REDEEMED GIFT CERTIFICATES	95.00
11/14/2024	139326	EVERON	EVERON	ALARM SYSTEM AT DINOSAUR HILL DECEME	77.64
11/14/2024	139327	EVERON	EVERON	ALARM SYSTEM AT DINOSAUR HILL NOVEME	77.64
11/14/2024	139328	GEORGIO'S PIZZA & PASTA	GEORGIO'S PIZZA & PASTA	REDEEMED GIFT CERTIFICATES	100.00
11/14/2024	139329	HYDROCORP	HYDROCORP	CROSS CONNECTION CONTROL PROG INSPEC	4,307.00
			HYDROCORP	CROSS CONNECTION CONTROL PROGRAM INS	1,116.00
					5,423.00
11/14/2024	139330	JACK DOHENY COMPANIES INC	JACK DOHENY COMPANIES INC	CONTRACTED REPAIR OF VACTOR #761 - N	7,597.91
11/14/2024	139331	KELLER THOMA	KELLER THOMA	OCT 2024 GENERAL MATTERS INVOICE LAE	1,020.00
11/14/2024	139332	KIMBALL MIDWEST	KIMBALL MIDWEST	MVP OPERATING SUPPLIES - WASHERS, GI	2,554.02
			KIMBALL MIDWEST	MVP TOOLS- VARIOUS EDGE DRILLS	464.22
					3,018.24
11/14/2024	139333	LAWNWORKS, INC.	LAWNWORKS, INC.	AUG & SEPT WATERINGS	27,748.00
			LAWNWORKS, INC.	MAINTENANCE FOR 265 E. SECOND	755.00
			LAWNWORKS, INC.	MAINTENANCE OF 265 E. SECOND	837.00
					29,340.00
11/14/2024	139334	M TECH COMPANY	M TECH COMPANY	MVP PARTS FOR LEAF LOADER # 741 - HA	422.71
11/14/2024	139335	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	EXPRESS & BILL'S BEST EXTERIOR WASH	38.00
11/14/2024	139336	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	CLINTON OAKLAND SEWAGE DISPOSAL SYST	182,207.73
			OAKLAND COUNTY TREASURERS	OAKLAND-MACOMB INTERCEPTOR DRAINAGE	27,429.25
					209,636.98

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
11/14/2024	139337	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	COUNTY TREASURERS ANNUAL DUES 2025	20.00
11/14/2024	139338	OLD TOWN SANTA LLC	OLD TOWN SANTA LLC	FESTIVAL OF TREES FRIDAY SANTA	300.00
11/14/2024	139339	ONSITE WELLNESS LLC	ONSITE WELLNESS LLC	MONTHLY WELLNESS PROGRAM OCT 2024	895.00
11/14/2024	139340	PHOEBE HOLMES	PHOEBE HOLMES	LAGNIAPPE PERFORMANCE	150.00
11/14/2024	139341	PHOEBE HOLMES	PHOEBE HOLMES	FESTIVAL OF TREES PERFORMANCE	450.00
11/14/2024	139342	PRIORITY WASTE	PRIORITY WASTE	DPW YARD ROLLOFF SWITCHES: 10/2/2C	2,450.00
11/14/2024	139343	REZ-COMM, INC	REZ-COMM, INC	SIDEAWLK REPLACEMENTS: LOCALS FOR T	3,950.00
11/14/2024	139344	ROCHESTER AVON RECREATION	ROCHESTER AVON RECREATION	SEMI-ANNUAL PAYMENT TO RARA PER CONT	50,866.07
11/14/2024	139345	ROCHESTER CORNER BAR	ROCHESTER CORNER BAR	REDEEMED GIFT CERTIFICATES	70.00
11/14/2024	139346	ROCHESTER PLUMBING & HEATING	ROCHESTER PLUMBING & HEATING	DPW - A/C NOT WORKING IN SOUTH GARAG	258.00
			ROCHESTER PLUMBING & HEATING	PARKS LIONS SHELTER - FURNACE CHECK	267.00
					525.00
11/14/2024	139347	ROYAL OAK P.D.Q. PRINTING INC	ROYAL OAK P.D.Q. PRINTING INC	GIFT CERTIFICATES	378.92
11/14/2024	139348	SOCRRA	SOCRRA	HOUSEHOLD HAZARDOUS WASTE DROP OFFS-	760.00
11/14/2024	139349	SOUTH STREET SKATESHOP	SOUTH STREET SKATESHOP	REDEEMED GIFT CERTIFICATES	60.00
11/14/2024	139350	SPENCER OIL COMPANY	SPENCER OIL COMPANY	DYED DIESEL FUEL 427.4 GAL DELIVERED	1,099.27
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,205.53
					5,304.80
11/14/2024	139351	STEVE DROTOZ	STEVE DROTOZ	11/6/24 TRAVEL REIMBURSEMENT FOR DRC	20.90
11/14/2024	139352	THE HOME BAKERY	THE HOME BAKERY	REDEEMED GIFT CERTIFICATES	230.00
11/14/2024	139353	ULYSSES HERNANDEZ	ULYSSES HERNANDEZ	HEALTH INSURANCE REIMBURSEMENT HERNA	500.00
11/14/2024	139354	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR STOCK - BA	120.99
11/18/2024	1019(A)	CIVIC PLUS	CIVIC PLUS	CIVIC PLUS WEBSITE ANNUAL FEE RENEWA	1,000.00
			CIVIC PLUS	CIVIC PLUS WEBSITE ANNUAL FEE RENEWA	6,829.89
					7,829.89
11/18/2024	1020(A)	CONTRACTORS CONNECTION INC.	CONTRACTORS CONNECTION INC.	MVP PARTS FOR #724- SWIVEL HOOK, LIN	480.35
11/18/2024	1021(A)	LAW OFFICES OF JEFFREY S KRAGT	LAW OFFICES OF JEFFREY S KRAGT	PROFESSIONAL SERVICES THROUGH OCTOBE	13,086.00
			LAW OFFICES OF JEFFREY S KRAGT	PROFESSIONAL SERVICES THROUGH OCTOBE	3,333.33
					16,419.33
11/18/2024	1022(A)	WINDCAVE INC	WINDCAVE INC	PARKING PLATFORM MONTHLY HOSTING FEE	1,275.00

A1 TOTALS:

Total of 49 Checks:	463,952.06
Less 0 Void Checks:	0.00
Total of 49 Disbursements:	463,952.06

City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 651-9061
F: (248) 651-2624
www.rochestermi.org

CITY BEAUTIFUL COMMISSION
REGULAR MEETING AGENDA

Chairperson Jeanine Offer, Vice Chair Laura Murphy, Secretary Sue Butala
Members: Tammy Byers, Rachel Williams, Julia Johnson, Sandra Montes, Jessica Clauser, Tracy Gottschalk
City Council Liaison: Debbie Jones

400 6th Street	**November 13th, 2024**	**7:00 pm**

1) Call to Order

2) Roll

3) Approval of October meeting minutes

4) Nik & DPW update

5) 2024/2025 Goals & Objectives
   a) Project updates/ideas

6) Misc./New Business

City of Rochester

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FINANCE & BUDGET COMMITTEE MEETING AGENDA

Nancy Salvia, Steve Sage, Marilyn Trent, Nik Banda, Anthony Moggio, Marcy Moriwaki

400 Sixth Street	Wednesday, November 13, 2024	6:00 pm

1. New SWOT Results
2. Budget Schedule Notable Dates
3. Other
4. Next Meeting in December XX at XX:XX

RCH
Board Meeting Agenda
November 19th. 2024.

Open meeting 4.00pm.

. September minutes.

. YTD financial's.

. Director's report:

1. Update on Councils approval of funding regarding our building.
2. Drawings and bids timeline.
3. Start timeline for renovation.
4. Holly and Ivy Luncheon and Santa Breakfast.
5. Fund raising and building wish list.

Misc.

Close meeting

4393 Collins Road
Rochester, MI 48306
(248) 651-9260
Paintcreektrail.org

Paint Creek Trailways Commission Meeting

Tuesday, November 19, 2024 at 7:00 PM
Paint Creek Cider Mill, 4480 Orion Road, Rochester, MI 48306

MEETING AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment**
5. **Consent Agenda**:
   a. Minutes: Regular Meeting, October 15, 2024
   b. Treasurers Report – October 2024
6. **Approval of Invoices**
7. **Update:** Bridge 31.7
8. **Review:** Master Plan Administrative Structure
9. **Memo:** Master Plan Public Input and Update
10. **Memo/Approval:** Budget 2025
11. **Manager's Report**
12. **Commissioner Reports**
13. **Adjournment of Regular Meeting**

Next Regular Meeting:
December 17, 2024 – Paint Creek Cider Mill, 4480 Orion Road, Rochester, MI 48306

Mission

The Paint Creek Trailways Commission provides trail users a natural, scenic, and educational recreation experience while preserving the natural integrity of the Paint Creek Trail for the enjoyment of present and future generations.

Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoepfer, Secretary: Theresa Mungioli

Board Members: Sara King, Matthew McDaniel, David Berletich, TBD

500 E. Second Street	November 19, 2024	5:00 PM

1. Call to Order
2. Roll Call
3. Reading and consideration of the minutes:
    a. October 15, 2024, Regular Board Meeting Minutes
4. Approval of Agenda
5. Public comment – reserved time (for items listed on this agenda)
6. Communications
    a. Secretary of the Board
    b. Members of the Board
    c. Other Communications
7. Financial Reports
    a. List of Bills – September 2024
        i. Request for approval of the October bills in the amount of: $61,327.04
    b. Review of the monthly budget reports
        i. Revenue Vs Budget
        ii. Expense Vs Budget
        iii. Trial Balance Report
8. Unfinished Business
    a. Additional Sub Committee Assignments
9. New Business
    a. 4Q Budget Amendment for Review and Consideration
        i. Budget Summary
        ii. Budget
        iii.
10. Administrative Reports
    a. Executive Recreation Director's Report
        i. Report
    b. Assistant Recreation Director's Report
        i. Report
    c. Communications Officer Report
        i. Report
    d. Sports Report
        i. Report
    e. Camps Report
        i. Report
    f. Events Report
        i. Report

Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: Theresa Mungioli

Board Members: Sara King, Matthew McDaniel, David Berletich, TBD

500 E. Second Street	**November 19, 2024**	**5:00 PM**

g. Activities Report
    i. Report
h. Adaptive Report
    i. Report
i. Performing Arts, Dance, and Fitness
    i. Report
j. Rec Center & Facility Reservations Report
    i. Report

11. Miscellaneous
12. Public Comments – General
13. Adjournment

Sub-Committees:
Human Resources Committee – Matthew McDaniel, Theresa Mungioli, Emily Schoeller
Budget Committee – David Berletich, Matthew McDaniel, Sara King
Policy and Procedures Committee – John Muenk, TBD, Sara King
Strategic Planning Committee – Theresa Mungioli, TBD, John Muenk

Rochester Downtown
Development Authority

Downtown Collaboration Studio
431 S. Main Street
Rochester, MI 48307
248.656.0060
DowntownRochesterMI.com

Regular Meeting Agenda
Wednesday, November 20, 7:00 pm
Rochester Municipal Building, 400 Sixth Street

1. Call to Order

2. Roll Call

3. Approval of Meeting Minutes – October 16, 2024

4. Audience Comments

5. Liaison Reports

   A. City Council – Marilyn Trent
   B. Chamber of Commerce – Bob DiTommaso
   C. Historical Commission – Don Sienkiewicz
   D. Principal Shopping District – Paul Haig

6. General Business Agenda Items

   A. City Projects Update – Nik Banda
   B. Market + The Graham Update – Ben Giovanelli
   C. Downtown Rochester Holiday Expo Recap – Paul Haig/Kristi Trevarrow
   D. Downtown Rochester Gift Certificate Match Program 2024 – Kristi Trevarrow
   E. Downtown Holiday Events Update – Kristi Trevarrow
   F. Confirm December DDA Meeting Date – Ben Giovanelli

7. Receipt of Regular Reports

   A. Executive Director Update
   B. Events & Marketing Update
   C. Financial Report for DDA
   D. Business Development Committee
   E. Site Development Committee

8. Miscellaneous

9. Adjourn

City of Rochester

400 Sixth Street
Rochester, MI 48307
P: (248) 733-3700
F: (248) 733-3170
www.rochestermi.org

Rochester Historical Commission
Regular Meeting Agenda

Chairperson: William Pietrzyk, Vice Chairman:
Secretary: TBD, Treasurer: Cy Saverino, Archives & Accessions Liaison: Lynn Anderson
Greater Rochester Heritage Days Liaison: Don Sienkiewicz, Planning Commission: Steve Sage
Downtown Development Authority (DDA): Don Sienkiewic,
RHC Members: Gail Bothwell, Robert Michalka
Rochester City Council Liaison: Steve Saga, Alternate Kay Johnson

400 Sixth Street	**November 21, 2024**	**7:00 pm**

- Call to order
- Approval of meeting minutes – None
- Treasurers Report – Cy
  - 2025 Budget Report Ending Date October 31, 2024
- Secretary Report – None
- Communications – Bill/Cy
- Update on Historical Plaque Program – Lynn
- Van Hoosen Museum Update on Archive Project- Lynn
- RHC Liaison Reports
  - Archives & Accessions – Lynn
  - 2025 Founder's Day March 22, 2025– Steve/Bill
  - DDA – Don
  - Update Greater Rochester Heritage Days Results – Don
  - Planning Commission – None
  - Number of Sales of DUR Book – Cy
  - America 250 th Project-DAR-Steve
  - Unfinished and New Business
- Miscellaneous
- Adjournment: **Next Meeting January 23, 2025**

ROCHESTER
Where you live.