



## City of Rochester

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

### CITY COUNCIL

### REGULAR MEETING AGENDA

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

<b>400 Sixth Street</b>	<b>March 10, 2025</b>	<b>7:00 PM</b>
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1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
  - A. Community Partner - Presentation from Director of Career Readiness with Rochester Community Schools, Karen Malsbury.
5. Approval of the Consent Agenda
  - A. Receipt of the Check Register Report.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation
9. Reports and Regular Business
  - A. Consideration of a request to set a Public Hearing regarding bonding for the Community House.
  - B. Principal Shopping District Renewal discussion.
  - C. Consideration of approval for the 2025 Downtown Outdoor Dining Deck Program.

- D. Consideration to set a public hearing to reprogram 2021 CDBG funds from the Memorial Grove project to the Municipal Park Pathway Renovations Project.
  - E. Consideration to approve the Oakland County Tactical Consortium (OAK-TAC) Membership Agreement.
  - F. Consideration to approve the 2025 High Intensity Drug Trafficking Area (HIDTA) Subrecipient Agreement and Exhibits A-E.
  - G. Consideration to approve an agreement with Apartment Services Company for lawn maintenance at Mt. Avon Cemetery.
  - H. Consideration of a request to use Environmental Wood Solutions for leaf removal.
  - I. Review of Boards and Commissions vacancies.
10. Receive a Report from the Various Boards and Commissions
- A. Receipt of a report from Other Post Employment Benefits (OPEB)
  - B. Receipt of a report from Rochester Area Youth Assistance Committee.
  - C. Receipt of a report from the Sister City Committee.
  - D. Receipt of a report from the Semcog meeting.
  - E. Receipt of a report from the Cemetery Committee.
  - F. Receipt of a report from the Historical Commission.
  - G. Receipt of a report from the Planning Commission.
  - H. Receipt of a report from the Principal Shopping District.
  - I. Receipt of a report from the Older Persons' Commission.
11. Public Comment
12. General Miscellaneous
13. 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](http://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](mailto: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](mailto: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: 898 0485 7275**. 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/89804857275> (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](mailto:bdannunzio@rochestermi.org).

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
02/20/2025	140016	AL'S AUTO WASH LLC	AL'S AUTO WASH LLC	POLICE CAR WASHES	87.50
02/20/2025	140017	AMERICAN SPEEDY PRINTING	AMERICAN SPEEDY PRINTING	BUSINESS CARDS-FRITSCH	73.00
02/20/2025	140018	APPLIED INNOVATION	APPLIED INNOVATION	PLOTTER PAPER	53.20
02/20/2025	140019	BATTERY GIANT	BATTERY GIANT	EQUIPMNET BATTERIES	69.95
			BATTERY GIANT	EQUIPMNET BATTERIES	59.00
			BATTERY GIANT	EQUIPMNET BATTERIES	84.95
			BATTERY GIANT	BATTERIES	89.90
					<u>303.80</u>
02/20/2025	140020	BOLOGNA VIA CUCINA	BOLOGNA VIA CUCINA	REDEEMED GIFT CERTIFICATES	450.00
02/20/2025	140021	BOUND TREE MEDICAL, LLC	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	220.23
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	127.30
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	320.95
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	104.90
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	263.93
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	95.29
			BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	909.99
					<u>2,042.59</u>
02/20/2025	140022	CITY OF ROCHESTER HILLS	CITY OF ROCHESTER HILLS	POLICE SCHOOL LIAISON PROGRAM 2024-2	75,233.40
02/20/2025	140023	CONSUMERS ENERGY	CONSUMERS ENERGY	MARCH 2025 CONSUMERS STATEMENTS	5,660.12
02/20/2025	140024	DAN DIEHL	DAN DIEHL	TRAINING MEALS-DIEHL	90.00
02/20/2025	140025	DANIEL & VICTORIA BOJALAD	DANIEL & VICTORIA BOJALAD	REFUND OF 2024 WINTER TAX 15-12-230-	9.00
02/20/2025	140026	DAVEY TREE EXPERT COMPANY	DAVEY TREE EXPERT COMPANY	TREE TRIMMING - (LOCALS) 1303 SYCAMO	585.00
02/20/2025	140027	DAVIS KIRKSEY ASSOCIATES INC	DAVIS KIRKSEY ASSOCIATES INC	GRANT CONTRACT WORK	3,000.00
02/20/2025	140028	DESSERT OASIS LLC	DESSERT OASIS LLC	REDEEMED GIFT CERTIFICATES	25.00
02/20/2025	140029	DETROIT SALT COMPANY	DETROIT SALT COMPANY	ROCK SALT ORDER 106.96 TONS DELIVERE	6,568.42
			DETROIT SALT COMPANY	ROCK SALT ORDER 219.74 TONS DELIVERE	13,494.23
					<u>20,062.65</u>
02/20/2025	140030	DEVON TITLE AGENCY	DEVON TITLE AGENCY	REFUND OF 2024 WINTER TAX 15-10-278-	32.61
02/20/2025	140031	DILLMAN & UPTON	DILLMAN & UPTON	PARKS DEPT - MATERIALS FOR GBB MAINT	51.15
02/20/2025	140032	DRIVERS LICENSE GUIDE COMPANY	DRIVERS LICENSE GUIDE COMPANY	ID CHECKING GUIDE	35.98
02/20/2025	140033	DTE ENERGY	DTE ENERGY	DTE STATEMENT	9.37
02/20/2025	140034	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	1,856.54
02/20/2025	140035	FIRST ADVANTAGE OCCUPATIONAL	FIRST ADVANTAGE OCCUPATIONAL	CLINIC COLLECTION DPW DRUG SCREENING	94.30
02/20/2025	140036	GIVE THANKS BAKERY & CAFE	GIVE THANKS BAKERY & CAFE	REDEEMED GIFT CERTIFICATES	10.00
02/20/2025	140037	GLOBAL SOLUTIONS GROUP, INC	GLOBAL SOLUTIONS GROUP, INC	MONTHLY I.T. CONTRACT JANUARY 2025	5,457.52
02/20/2025	140038	GREAT AMERICA FINANCIAL SVCS	GREAT AMERICA FINANCIAL SVCS	(INV. 38564561 COPIER, PRINTING CON	1,944.09
02/20/2025	140039	HILTI INC	HILTI INC	RENTAL RESCUE TOOLS	430.00
			HILTI INC	RESCUE TOOLS RENTAL	430.00
			HILTI INC	RENTAL RESCUE TOOLS	430.00
					<u>1,290.00</u>
02/20/2025	140040	INTERGOVERNMENTAL CABLE COMM-	INTERGOVERNMENTAL CABLE COMM-	PEG FEES THROUGH 12/30/24	8,978.22
02/20/2025	140041	IPS GROUP INC	IPS GROUP INC	PEMS -12/24	1,139.42
02/20/2025	140042	JOHNSON CONTROLS FIRE PROTECTI	JOHNSON CONTROLS FIRE PROTECTI	FIRE ALARM MAINTENANCE	759.38
02/20/2025	140043	KEITH HERMANS	KEITH HERMANS	UNIFORM ALLOWANCE-HERMANS	19.86
02/20/2025	140044	KIMBALL MIDWEST	KIMBALL MIDWEST	MVP TOOLS- BAND DOLLY 5GAL PAIL	91.87
			KIMBALL MIDWEST	MVP: STOCK SUPPLIES, TOOLS, PARTS F	1,387.08
					<u>1,478.95</u>

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
02/20/2025	140045	MACQUEEN	MACQUEEN	TURN OUT GEAR GRANT FUNDED	5,532.76
02/20/2025	140046	MARCY MORIWAKI	MARCY MORIWAKI	TARGET DESK	95.61
02/20/2025	140047	METCOM	METCOM	LAW CITATION BOOKS	952.50
02/20/2025	140048	MICHIGAN STATE POLICE	MICHIGAN STATE POLICE	SCHOOL EMPLOYMENT FINGERPRINTS	127.75
			MICHIGAN STATE POLICE	SCHOOL EMPLOYMENT/SRO PRINTS	259.50
					<u>387.25</u>
02/20/2025	140049	MIKE'S PUMP SERVICE	MIKE'S PUMP SERVICE	POWERWASHER REPAIR	1,114.00
02/20/2025	140050	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	VEHICLE WAS	25.50
02/20/2025	140051	NICHOLS PAPER & SUPPLY CO	NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR DPW/CEMETERY	49.32
02/20/2025	140052	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	OAKLAND-MACOMB INTERCEPTOR DRAINAGE	10,803.50
02/20/2025	140053	PETTY CASH 1	PETTY CASH 1	PETTY CASH 2.20.25	270.00
02/20/2025	140054	PRESSURE VESSEL TESTING	PRESSURE VESSEL TESTING	SCBA COMPRESSOR MAINTENANCE	300.00
02/20/2025	140055	RETRO FITNESS-ROCHESTER	RETRO FITNESS-ROCHESTER	MEMBERSHIP FEES JAN 2025	134.91
02/20/2025	140056	ROCHESTER CHOP HOUSE AND	ROCHESTER CHOP HOUSE AND	REDEEMED GIFT CERTIFICATES	1,975.00
02/20/2025	140057	ROCHESTER PLUMBING & HEATING	ROCHESTER PLUMBING & HEATING	WATER DIST. - 615 FIRST ST - FIX CLC	269.00
02/20/2025	140058	STERLING TITLE AGENCY	STERLING TITLE AGENCY	REFUND OF 2024 WINTER TAX 15-15-182-	38.71
02/20/2025	140059	THE ACCUMED GROUP	THE ACCUMED GROUP	MEDICAL BILLING	1,736.50
02/20/2025	140060	THOMSON REUTERS-WEST	THOMSON REUTERS-WEST	CLEAR SUBSCRIPTION-JAN	130.20
02/20/2025	140061	TRUCK & TRAILER SPECIALTIES	TRUCK & TRAILER SPECIALTIES	MVP PARTS FOR VEH# 657 - PROVISION V	321.30
02/20/2025	140062	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP PARTS FOR VEH# 638 & STOCK - BAI	434.91
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE MATERIALS VEH# 702 -	50.97
					<u>485.88</u>
02/20/2025	140063	WILKINSON CORPORATION	WILKINSON CORPORATION	SALT BRINE LIQUID CALCIUM DELIVERY T	506.00
			WILKINSON CORPORATION	SALT BRINE LIQUID CALCIUM DELIVERY T	545.00
					<u>1,051.00</u>
02/21/2025	1093 (A)	ERC-LED, LLC	ERC-LED, LLC	LED LIGHTING CONTRACT MARCH 2025	3,765.21
02/21/2025	1094 (A)	FIFTH THIRD BANK	FIFTH THIRD BANK	JANUARY 2025 CREDIT CARD STATEMENT	52,584.52
02/21/2025	1095 (A)	LAW OFFICES OF JEFFREY S KRAGILAW OFFICES OF JEFFREY S KRAGI	LAW OFFICES OF JEFFREY S KRAGI	PROFESSIONAL SERVICES THROUGH JANUAF	4,333.33
02/21/2025	1096 (A)	LINEAR CONSULTING FIRM LLC	LINEAR CONSULTING FIRM LLC	FIRE PROGRAM DEVELOPMENT	3,360.00
02/21/2025	1097 (A)	NYE UNIFORM	NYE UNIFORM	UNIFORM ALLOWANCE-FLANIGAN	129.00
02/21/2025	140064	AMERICAN SPEEDY PRINTING	AMERICAN SPEEDY PRINTING	BUSINESS CARDS FOR WARNER, SCHAEFER,	249.00
02/21/2025	140065	CHARLES SIBERT	CHARLES SIBERT	MARCH 2025 LEASE PAYMENT - DOWNTOWN	2,797.13
02/21/2025	140066	PETTY CASH 1	PETTY CASH 1	PETTY CASH REIMBURSEMENT	10.00
02/21/2025	140067	QUALITY BUSINESS ENGRAVING	QUALITY BUSINESS ENGRAVING	RIBBON CUTTING KINDMIND	28.00
			QUALITY BUSINESS ENGRAVING	RIBBON CUTTING KINDMIND	28.00
					<u>56.00</u>
02/24/2025	1098 (A)	SUN LIFE FINANCIAL	SUN LIFE FINANCIAL	SUNLIFE POLICY# 934649 ACCT 0002 MAF	11,889.05

A1 TOTALS:

Total of 58 Checks:	235,678.83
Less 0 Void Checks:	0.00
Total of 58 Disbursements:	<u>235,678.83</u>



## City of Rochester

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Rochester, MI 48307  
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### MEMORANDUM

**DATE:** March 5, 2025  
**TO:** Mayor and City Council  
**FROM:** Anthony Moggio, Finance Director & Treasurer  
**SUBJECT:** Scheduling Public Hearing for 2025 Bond Projects

**INTRODUCTION:**

As part of the bond issuance process, we are required to schedule a public hearing for April 14<sup>th</sup>, 2025 regular city council meeting. At the April meeting, Tom Colis & Andy Campbell will present on the current status, steps, and remaining timelines.

**ATTACHMENTS:**

Public notice as drafted by bond counsel. Current timeline

**SUGGESTED COUNCIL ACTION:**

Motion to schedule public hearing for April 14, 2025 during the regular city council meeting.



February 21, 2025

To: City of Rochester’s Working Group

RE: City of Rochester, County of Oakland, State of Michigan  
2025 Capital Improvement Bonds (LTGO)

<b>Date</b>	<b>Activity/Event</b>	<b>Participants</b>
12/06	Preliminary Official Statement (POS) Information request sent to the City.	RMA/CITY
01/13	Notice of Intent (NOI) is adopted at the regular council meeting.	BC/CITY
01/23	NOI is published in local newspaper and the Right of Referendum period begins.	CITY
01/30	Distribute initial draft of the POS sent to working group for review and comments.	RMA
02/04	Request rating from Standard and Poor’s (S&P).	RMA
02/13	Comments are due on the POS from working group.	BC/CITY
02/17	Send Bond Specifications to Miller Canfield.	RMA/BC
02/24	Rating call with S&P.	RMA/CITY
03/03	Due Diligence call.	RMA/BC/CITY
03/07	Rating received from S&P.	RMA/BC/CITY
03/10	Right of Referendum period expires.	CITY
03/10	City council sets public hearing for community house project (04/14 meeting)	CITY
03/11	Final draft of POS sent to working group for final review, comments, and sign off.	RMA
03/20	Comments are due on the POS from working group.	BC/CITY
04/14	City council holds public hearing for community house project at regular council meeting.	CITY
04/14	Bond Authorizing Resolution adopted at a regular council meeting.	CITY/BC

2390 Woodlake Drive • Suite 300 • Okemos, Michigan 48864  
(517) 580-0277  
E-mail • [acampbell@bendzinski.com](mailto:acampbell@bendzinski.com)

04/17	POS distributed to the market by the printer.	RMA
04/17	Notice of Sale is published by Miller Canfield in the Bond Buyer.	BC
04/29	Bond Sale.	RMA/BC/CITY
05/06	Final Official Statement distributed to the market by the printer.	RMA
05/13	Closing letter sent to the working group.	RMA
05/20	Bond Closing with funds deposited into the City's account.	RMA/BC/CITY/TA

**Legend**

CITY = City of Rochester

RMA = Registered Municipal Advisor, *Bendzinski & Co., Municipal Finance Advisors*

BC = Bond Counsel, *Miller, Canfield, Paddock and Stone, P.L.C.*

TA = Transfer Agent, *The Huntington National Bank*

**NOTICE OF PUBLIC HEARING OF THE CITY OF ROCHESTER REGARDING THE  
PROPOSED ISSUANCE BY THE CITY OF ROCHESTER OF  
TAX-EXEMPT BONDS**

The City of Rochester, County of Oakland, State of Michigan (the “Issuer”), will hold a public hearing at 7:00 p.m., Eastern Time, on Monday, April 14, 2025 at Rochester City Hall in City Council Chambers, 400 Sixth Street, Rochester, Michigan 48307 in connection with the proposed issuance by the Issuer of tax-exempt bonds (the “Bonds”). A portion of the proceeds of the Bonds, in an amount not to exceed One Million Dollars (\$1,000,000), will be used by the Issuer to finance all or a portion of the costs of renovation, construction, furnishing and equipping of improvements to the Rochester Community House (the “Project”), located at 816 Ludlow Ave, Rochester, Michigan 48307. Additional proceeds of the Bonds may be used to pay costs of issuance of the Bonds.

The Project will be owned by the Issuer, but will be operated, used and leased by Rochester Community House, Inc. (the “Lessee”), a Michigan nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The principal users of the Project will be the Issuer and the Lessee, pursuant to their exempt purposes. The Project is expected to be operated by the Lessee. Certain affiliates of the Lessee, as well as other organizations qualified under Section 501(c)(3) of the Code, may also use or lease portions of the Project from time to time pursuant to their exempt purposes.

The public hearing with respect to which this notice is given will provide a reasonable opportunity for expression of opinion, argument on the merits and introduction of documentary evidence pertaining to the proposed issuance of the Bonds. Written comments will be accepted by the undersigned at 400 Sixth Street, Rochester, Michigan 48307, but must be received on or before the time and date of the hearing.

Lee Ann O’Connor  
City Clerk  
City of Rochester

Dated: March \_\_, 2025

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### MEMORANDUM

Date: March 6, 2025  
To: Nik Banda, City Manager  
From: Kristi Trevarrow, Rochester PSD  
Subject: Request to Set Public Hearing on Special Assessment (SAD) for Principal Shopping District, PSD 2025-01

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**Issue:** Rochester City Council is asked to meet and review the necessity for the renewal of the Special Assessment District of a Principal Shopping District within the Downtown Development Authority identified as Special Assessment District Roll PSD 2025-01.

**Requested Action:** Set public notice that the City Council will meet at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, on the 24th day of March 2025, at 7:00 p.m., for the purpose of reviewing the necessity of said Special Assessment District Roll PSD 2025-01 and for hearing any and all objections to the necessity as assessed in said Roll PSD 2025-01 which the district is described as follows:

Square footage of buildings on properties within the current Principal Shopping District boundaries as proposed. Specifically identified properties are listed by Sidwell numbers listed on the notice and assessment roll.

**Attached:** Proposed Special Assessment (SAD) PSD 2025-01 Public Hearing Notice and PSD Map.

**PUBLIC HEARING NOTICE  
ON SPECIAL ASSESSMENT SAD PSD 2025-01  
PRINCIPAL SHOPPING DISTRICT**

Rochester City Council will meet to review the necessity for the renewal of the Special Assessment District of a Principal Shopping District within the Downtown Development Authority identified as Special Assessment District Roll PSD 2025-01. The City Council will also hear objections to the necessity of the proposed expenditures and said Special Assessments assessed against Special Assessment District PSD 2025-01 in the Principal Shopping District in the City of Rochester, Michigan.

Please take notice that the City Council will meet at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, on the 24<sup>th</sup> day of March 2025, at 7:00 p.m., for the purpose of reviewing the necessity of said Special Assessment District Roll PSD 2025-01 and for hearing any and all objections to the necessity as assessed in said Roll PSD 2025-01, which the district is described as follows:

68-15-10-427-022	68-15-10-478-016	68-15-11-352-024	68-15-14-104-003	68-15-14-156-001	68-15-15-228-025	68-15-15-235-010
68-15-10-427-026	68-15-10-478-018	68-15-11-352-025	68-15-14-104-004	68-15-15-203-002	68-15-15-228-026	68-15-15-235-011
68-15-10-429-023	68-15-10-478-019	68-15-11-353-001	68-15-14-104-006	68-15-15-203-003	68-15-15-231-002	68-15-15-235-013
68-15-10-429-024	68-15-10-479-005	68-15-11-353-002	68-15-14-104-007	68-15-15-203-004	68-15-15-231-006	68-15-15-235-025
68-15-10-429-025	68-15-10-479-007	68-15-14-101-001	68-15-14-104-008	68-15-15-203-005	68-15-15-231-007	68-15-15-235-026
68-15-10-429-026	68-15-10-479-008	68-15-14-101-002	68-15-14-105-012	68-15-15-203-006	68-15-15-231-008	68-15-15-276-010
68-15-10-429-027	68-15-10-480-001	68-15-14-101-003	68-15-14-105-014	68-15-15-226-001	68-15-15-232-001	68-15-15-276-013
68-15-10-431-021	68-15-10-480-002	68-15-14-101-004	68-15-14-106-010	68-15-15-226-003	68-15-15-232-002	68-15-15-276-065
68-15-10-431-022	68-15-11-301-001	68-15-14-101-005	68-15-14-106-012	68-15-15-226-008	68-15-15-232-004	68-15-15-276-066
68-15-10-431-023	68-15-11-303-024	68-15-14-101-006	68-15-14-107-015	68-15-15-227-001	68-15-15-232-005	68-15-15-276-067
68-15-10-431-024	68-15-11-303-025	68-15-14-101-007	68-15-14-108-002	68-15-15-227-002	68-15-15-232-006	68-15-15-276-068
68-15-10-431-025	68-15-11-303-026	68-15-14-101-008	68-15-14-108-004	68-15-15-227-003	68-15-15-232-007	68-15-15-276-069
68-15-10-431-026	68-15-11-305-006	68-15-14-101-009	68-15-14-108-005	68-15-15-227-004	68-15-15-232-008	68-15-15-276-070
68-15-10-476-018	68-15-11-305-007	68-15-14-101-011	68-15-14-108-006	68-15-15-227-005	68-15-15-232-009	68-15-15-276-071
68-15-10-476-021	68-15-11-305-012	68-15-14-101-022	68-15-14-108-018	68-15-15-227-006	68-15-15-232-010	68-15-15-276-072
68-15-10-476-027	68-15-11-305-018	68-15-14-102-004	68-15-14-108-019	68-15-15-228-002	68-15-15-232-011	68-15-15-276-073
68-15-10-476-030	68-15-11-305-019	68-15-14-102-005	68-15-14-108-020	68-15-15-228-008	68-15-15-232-016	68-15-15-277-002
68-15-10-476-032	68-15-11-305-022	68-15-14-102-006	68-15-14-108-021	68-15-15-228-009	68-15-15-232-017	68-15-15-277-005
68-15-10-476-034	68-15-11-305-023	68-15-14-103-003	68-15-14-108-023	68-15-15-228-010	68-15-15-232-018	68-15-15-277-007
68-15-10-477-015	68-15-11-311-001	68-15-14-103-004	68-15-14-151-003	68-15-15-228-011	68-15-15-232-019	68-15-15-277-014
68-15-10-477-018	68-15-11-311-002	68-15-14-103-008	68-15-14-151-004	68-15-15-228-012	68-15-15-232-020	68-15-15-277-016
68-15-10-477-021	68-15-11-351-023	68-15-14-103-009	68-15-14-151-006	68-15-15-228-014	68-15-15-232-021	68-15-15-277-017
68-15-10-477-026	68-15-11-351-034	68-15-14-103-010	68-15-14-151-009	68-15-15-228-015	68-15-15-232-026	68-15-15-283-017
68-15-10-477-028	68-15-11-352-003	68-15-14-103-011	68-15-14-151-010	68-15-15-228-016	68-15-15-232-027	68-15-15-284-001
68-15-10-477-029	68-15-11-352-009	68-15-14-103-013	68-15-14-151-011	68-15-15-228-017	68-15-15-232-028	
68-15-10-477-030	68-15-11-352-010	68-15-14-103-014	68-15-14-151-015	68-15-15-228-018	68-15-15-232-029	
68-15-10-478-003	68-15-11-352-016	68-15-14-103-015	68-15-14-151-016	68-15-15-228-019	68-15-15-234-004	
68-15-10-478-004	68-15-11-352-017	68-15-14-103-024	68-15-14-151-017	68-15-15-228-020	68-15-15-234-006	
68-15-10-478-010	68-15-11-352-018	68-15-14-103-025	68-15-14-151-018	68-15-15-228-021	68-15-15-235-002	
68-15-10-478-013	68-15-11-352-020	68-15-14-103-027	68-15-14-154-004	68-15-15-228-022	68-15-15-235-008	
68-15-10-478-014	68-15-11-352-023	68-15-14-104-001	68-15-14-155-017	68-15-15-228-024	68-15-15-235-009	

Square footage of buildings on properties within the current Principal Shopping District boundaries as proposed. The specifically identified properties are listed by Sidwell numbers listed on the assessment roll.

The Assessment Roll and other materials pertaining to the operation of the Principal Shopping District and the proposed expenditures, which include a public awareness program, promotions, marketing, special events and maintenance, is on file in the office of the City Clerk for public examination.

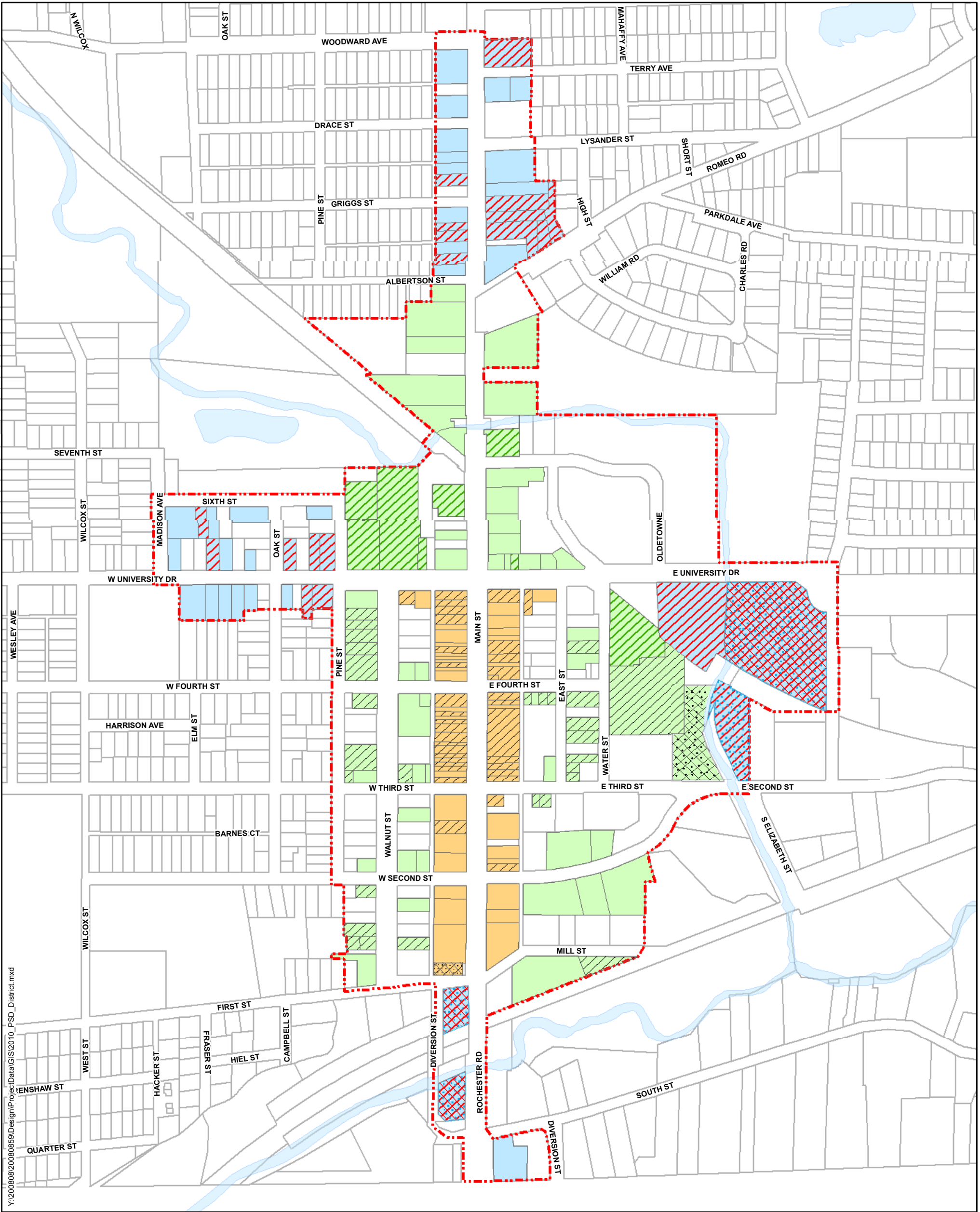
Pursuant to Act No. 64 of the Public Acts of 1989, property owners are hereby notified that a protest at the hearing is required in order to appeal the amount of the Special Assessment District to the State Tax Tribunal. The protest can be logged by an appearance during the hearing to enter the protest into the minutes of the meeting by the owner, party of interest or his or her agent or a protest may be submitted in writing to: City Clerk, City of Rochester, 400 Sixth Street Rochester, MI 48307. The written protest must include the name of the owner or property of interest, the property address and Sidwell number, and an explanation for the reason for the protest.

The owner or any person having an interest in the real property may file a written appeal of the Special Assessment District with the State Tax Tribunal within thirty (30) days after confirmation of the Special Assessment District Roll if the protest is submitted as described in this Resolution.

BY ORDER OF THE CITY COUNCIL

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.

Publish Date: March 12, 2025



Y:\200808\200808559\Design\ProjectData\GIS\2010\_PSD\_District.mxd

**Per Square Foot Assessment (\$ per square foot)**

<b>FIRST FLOOR SPACE</b>	<b>THIRD FLOOR SPACE</b>
■ A	■ C
■ B	■ D
■ D	
<b>SECOND FLOOR SPACE</b>	<b>FOURTH FLOOR SPACE</b>
■ C	■ C
■ C	■ D
■ D	■ 2019 PSD Boundary

Area	Current 2024 Value Amount	Proposed 2025 Value Amount	Pennies Change	Proposed 2026 Value Amount	Pennies Change
A	0.390	0.406	0.016	0.422	0.016
B	0.310	0.322	0.012	0.335	0.013
C	0.000	0.000	0.000	0.000	0.000
D	0.250	0.260	0.010	0.270	0.010
C2	0.275	0.286	0.011	0.297	0.011
D2	0.250	0.260	0.010	0.270	0.010
C3	0.275	0.286	0.011	0.297	0.011
D3	0.250	0.260	0.010	0.270	0.010
C4	0.275	0.286	0.011	0.297	0.011
D4	0.250	0.260	0.010	0.270	0.010
<b>Total</b>	<b>\$408,243</b>	<b>\$421,705</b>		<b>\$435,706</b>	

**City of Rochester  
Principal Shopping District  
February 2025**



Love local  
ROCHESTER 

**Rochester Downtown  
Development Authority**

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

DATE: February 27, 2025

TO: Rochester City Council

FROM: Kristi Trevarrow, Executive Director  
Rochester DDA

RE: 2025 Downtown Outdoor Dining Decks Program

At the February 19, 2025 Regular DDA Meeting, the Board unanimously voted to recommend continuation of the Outdoor Dining Platform Program to City Council. The DDA requests the use of these spaces from May through October and will pay for the use of the spaces based on the daily use rate formula as in years past.

The following restaurants that have participated in the Outdoor Dining Decks Program in past seasons have expressed interest in participating again this year.

Baus Barber  
Rochester Brunch House  
Saint 1881  
Side Dish/Spice & Tea Exchange  
Too Ra Loo

Thank you for your consideration!



## City of Rochester

---

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

**To:** Honorable Mayor and City Council

**From:** Jeremy Peckens, Planning and Zoning Administrator

**Date:** 2/27/2025

**RE:** 2021 CDBG Reprograming

The City Administration is requesting that the previously approved 2021 CDBG funds be reprogrammed from the Memorial Grove project to the Municipal Park pathway on going renovations project. The City has closed out the Memorial Grove project, and the balance of the 2021 CDBG money from that project, is what we are seeking to reprogram. The total leftover balance is \$10,641.45.

We are requesting Council set a Public Hearing to reprogram the balance of the 2021 CDBG funds at the next available City Council meeting.

**Jeremy Peckens, MPA**  
Planning & Zoning Administrator



**Address:** 400 Sixth Street, Rochester, MI 48307  
**Office Phone:** (248) 733-3700 Ext. 356  
**Cell Phone:** (286) 961-1044  
**Email:** [jpeckens@rochestermi.org](mailto:jpeckens@rochestermi.org)  
**Website:** [www.rochestermi.org](http://www.rochestermi.org)




# 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: March 4, 2025  
To: Nik Banda, City Manager  
From: George T. Rouhib Jr., Chief of Police   
Subject: Council Agenda-OAK-TAC Agreement

**Issue:** Request council to review and approve the Oakland County Tactical Consortium Membership Agreement (OAK-TAC).

**Analysis:** The Rochester Police Department pays an annual membership fee of \$500 to participate in the Oakland County Tactical Consortium also known as OAK-TAC. This organization offers essential training for its members in areas such as hostage situations, SWAT operations, mobile field forces, active assailant scenarios, terrorist incidents, and Homeland Security Defense.

OAK-TAC operates under a designated board responsible for making executive decisions, and its activities are governed by established bylaws.

To ensure continued membership, the City Council must authorize the City Manager to sign the agreement by resolution. The City Attorney has reviewed the agreement and confirmed that there are no legal concerns

**Requested Action:** Review and approve as presented.

**Attachment(s):** See Attached Documents

## OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT

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This Agreement is made and entered into by and among the undersigned entities, which are collectively referred to in this Agreement as the “Members” or individually as a “Member”.

In 2012, certain Members entered into an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (OAK-TAC), and they now wish to amend and replace the existing agreement by executing this Agreement.

Members may include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of this Agreement is to establish and document an organizational framework of collaboration and cooperation for OAK-TAC and its Members, who have a common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Members agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
  - b. **Board** means OAK-TAC’s Board of Directors.
  - c. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Member, or for which a Member may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - e. **Fiduciary Member** means a Non-Voting or Voting Member appointed by the Board.
  - f. **Non-Voting Member** means an OAK-TAC Member that signs this Agreement and is not a law enforcement agency in Oakland County.
  - g. **Voting Member** means an OAK-TAC Member that signs this Agreement and is a law enforcement agency in Oakland County.
2. **AGREEMENT EXHIBITS.** The attached Exhibit A, Oakland County Tactical Consortium Bylaws (“Bylaws”), and any amendments thereto, are incorporated into and part of this Agreement.

3. **PURPOSE & OBJECTIVES OF OAK-TAC.** The purpose and objectives of OAK-TAC are as follows:
  - a. to provide professional training and leadership to law enforcement personnel;
  - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
  - c. to promote education and safety in the use of special tactics;
  - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
  - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organization.
4. **POWERS OF THE BOARD.** The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; and to call for investigations of incidents involving the Members. The Board shall also have any other power or duty that has not been delegated to the Members in this Agreement and in the Bylaws.
5. **NON-EXCLUSIVE TRAINING.** No Member is obligated by this Agreement to use OAK-TAC exclusively for training and is expressly allowed to train internally or participate in other training programs.
6. **FUNDING.** OAK-TAC and its Board of Directors are not legal entities, so the Board shall appoint a Fiduciary Member, according to the process herein. The Fiduciary Member shall receive any income generated by OAK-TAC through its Members’ dues and training events. The Fiduciary Member shall not decide the allocation of funds. The allocation of OAK-TAC funds shall be decided by the Board.
7. **NEW MEMBERSHIP.** An entity that wishes to become a Member of OAK-TAC must make its request to the Board Secretary. Membership shall be approved upon a two-thirds (2/3) vote of the Voting Members. If approved, that entity must become a signatory and execute this Agreement within 6 months of approval by the Board to become a Member of OAK-TAC.
8. **DUES.** All Members shall be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
9. **COMPENSATION.** No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.
10. **MEMBER INSURANCE REQUIREMENTS.** Each Member shall have adequate insurance or self-insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in OAK-TAC.

11. **REMOVAL OF MEMBERS.** A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
12. **DURATION OF AGREEMENT.**
  - a. This Agreement and any amendments hereto shall be effective when executed by the Members. Voting and Non-Voting Members that are governmental entities must also have resolutions passed by their governing bodies, and this Agreement and any amendment must be filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of each governmental entities' governing bodies.
  - b. This Agreement shall remain in effect for so long as two or more Voting Members remain and the Agreement is not terminated in accordance with Section 13.b.
13. **TERMINATION OR CANCELLATION OF AGREEMENT.**
  - a. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
  - b. This Agreement shall be terminated upon a unanimous vote of all Voting Members.
14. **ASSETS UPON TERMINATION.** Upon termination of this Agreement, any expenses or outstanding liabilities shall be paid with OAK-TAC's funds. Any remaining funds shall be distributed to the existing Members on an equitable basis, as determined by the Board.
15. **AGREEMENT MODIFICATION OR AMENDMENT.** Any modifications, amendments, restatements of this Agreement, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by all Members. Unless otherwise agreed, the modification, amendment, reinstatement, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by law. Notwithstanding the language herein, an amendment to add an additional member pursuant to Section 7 shall only require the additional member to become a signatory to this Agreement and they must forward their signature page to the Board.
16. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** This Agreement does not establish an employer-employee relationship between the Members (including the Board). No liability, right, or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or the services or training performed pursuant to this Agreement.
17. **LIABILITY FOR MEMBER EMPLOYEES.** Each Member shall be responsible and liable for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
18. **COMPLIANCE WITH LAWS.** Each Member shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
19. **PERMITS AND LICENSES.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this

Agreement. Upon request by the Board, a Member shall furnish copies of any permit, license, certificate, or governmental authorization to the Board.

20. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Member shall be responsible for any Claims made against that Member by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Member shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** No Member shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by any other Member or any of its agents in connection with any Claim.
- d. **Authorization and Completion of Agreement.** The Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Member have legal authority to sign this Agreement and bind the Members to the terms and conditions contained herein.

21. **DISCRIMINATION.** Members shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
22. **DELEGATION OR ASSIGNMENT.** No Member shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Members.
23. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Members. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.
24. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Members, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
25. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.
26. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

27. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
28. **NOTICE.** Any written notice required or permitted under this Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service, or the next business day with a written response or receipt of confirmation, if sent by e-mail. Each Member is responsible for ensuring the Board has its updated physical and e-mail addresses for notice under this Agreement. The Board will maintain this list and provide it to a Member upon request.
29. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
30. **SURVIVAL OF TERMS.** The Members understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. **COUNTERPARTS & ELECTRONIC SIGNATURE.** This Agreement, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Member against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
32. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Members, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member.

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

OAKLAND COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Print Name: Michael J. Bouchard  
Title: Sheriff  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, [insert name and title of public body official] hereby acknowledges that he/she has been authorized by a resolution of the [insert public body], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
[insert name of official, title, and name of public body]

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
[insert name, title]

(INSERT ENTITY'S NAME)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### BYLAWS OF OAKLAND COUNTY TACTICAL CONSORTIUM

#### ARTICLE I

##### *Name, Purpose, and Definitions*

- 1.1. Name. The name of this Consortium shall be the “Oakland County Tactical Consortium”, also referred to as “OAK-TAC”.
- 1.2. Purpose and Objectives. The purpose and objectives of OAK-TAC are as follows:
  - a. to provide professional training and leadership to law enforcement personnel;
  - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
  - c. to promote education and safety in the use of special tactics;
  - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
  - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organizations.
- 1.3. Definitions. Any words or expressions defined in the Oakland County Tactical Consortium Agreement shall have the same meaning in these Bylaws.

#### ARTICLE II

##### *Membership*

- 2.1. Request for Membership. Any political subdivision in Oakland County that has law enforcement personnel and provides law enforcement services may be eligible to become a Voting Member of OAK-TAC. This includes colleges and universities in Oakland County that provide public safety coverage through the use of sworn police personnel. Any other legal entity whose membership would benefit OAK-TAC through training, partnerships, or other supporting functions, may be eligible to become a Non-Voting Member of OAK-TAC.

All requests for membership shall be made in writing to the Secretary of OAK-TAC stating the prospective member’s ability to meet all of the requirements set forth in the Agreement. The request must be made by an authorized signor from the prospective member.

- 2.2. Receipt of Membership Request. The Secretary shall send a copy of the request for membership to each Voting Member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.
- 2.3. Approval. Approval of membership shall be granted upon a two-thirds (2/3) vote of the Voting Members. Upon approval, the prospective member can execute the Agreement in accordance with the terms therein to become a Member.
- 2.4. Removal. A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
- 2.5. Withdrawal. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- 2.6. Representation. Each Voting Member shall be represented by its Sheriff, Chief of Police, Director of Public Safety, Chief Executive Officer, or a designee of the Sheriff, Chief of Police, Director of Public Safety, or Chief Executive Officer.
- 2.7. Voting. Each Voting Member, or designated representative, present at a meeting, shall have one (1) vote on all items brought before the Board for Voting Members, and must be present in person at the meeting to cast their vote.
- 2.8. No Compensation. No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.

### **ARTICLE III**

#### *The Board, the Officers, and the Fiduciary Member*

- 3.1. Officers. The Board shall consist of the following Officers: President, Vice President, Secretary, Treasurer, and three Trustees.
- 3.2. Term of Office. Each Officer's term of office shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year, until such successor is duly elected.
- 3.3. Election of Officers. The election of Officers shall be conducted at the first regularly scheduled meeting where a quorum is present after September 30<sup>th</sup> of each year. Officers elected before January 1<sup>st</sup> shall take office on January 1<sup>st</sup>. If there is not a quorum at a regularly scheduled meeting between September 30<sup>th</sup> and December 31<sup>st</sup> of any year, the Officers of OAK-TAC shall be elected at the first regularly scheduled meeting when a quorum is present after January 1<sup>st</sup>, and the Officers shall commence their terms immediately. Officers shall be elected by a majority vote of the Voting Members present and voting at a duly constituted meeting.

- 3.4. Vacancies. If an Officer vacates their position mid-term for any reason, nominations shall be made and voted on at the next regularly scheduled meeting or at a special meeting called by the President, or, in the President's absence, the Vice President of OAK-TAC.
- 3.5. Removal. An Officer may be removed from the Board with or without cause upon a two-thirds (2/3) vote of the Voting Members.
- 3.6. Duties of Officers. The President shall be the chief Officer of OAK-TAC. The President shall preside over all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a majority of the Voting Members, or on an emergency basis. The President shall also have the power to appoint an at-large member or members to assist the Board with special projects or assignments during their term in office.

The Vice President shall assume the duties of the President if the President is absent or unavailable for any reason.

The Secretary shall assume the duties of the President if the President and the Vice President are absent or unavailable. The Secretary shall keep the records and minutes of OAK-TAC and shall provide each Member of OAK-TAC with a copy of the meeting minutes from the last meeting in advance of the next regularly scheduled meeting. The Secretary shall also maintain a roster of Members (with their physical and e-mail addresses), the Agreement, these Bylaws, and all other OAK-TAC documentation. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Treasurer shall be responsible for the management and oversight of the financial affairs, including facilitating the adoption of an annual budget, completing invoices, as well as reviewing and approving the payment of expenses by the Fiduciary Member.

The Trustees shall only have the power to vote.

- 3.7. Powers of the Board. The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; to call for investigations of incidents involving the Members. and to perform any other function stated in the Agreement and these Bylaws. The Board shall also have any other power or duty that has not been delegated to the Members in the Agreement and in these Bylaws.
- 3.8. The Fiduciary Member. The Fiduciary Member of OAK-TAC shall be appointed upon a two-thirds (2/3) vote of the Board. The Fiduciary Member shall be the custodian and sole depositor of OAK-TAC's funds and shall disburse such funds as herein authorized or upon approval of the Board. The Fiduciary Member shall render a complete summary of any income, disbursements, and balances, whenever requested by the Board, and to the Members at each regularly scheduled meeting. A written copy of the same shall be made available to any Member upon request.

## ARTICLE IV

### *Meetings*

- 4.1. Regular Meetings. Regular meetings of OAK-TAC shall be held on dates approved by the Board that shall allow the majority of Voting Members to attend.
- 4.2. Special Meetings. Special meetings of OAK-TAC may be called by the President, or by a majority vote of the Voting Members. The place and time shall be determined by the President. Members must receive at least five (5) days' notice with the place and time of the special meeting stated in the notice.
- 4.3. Rules of Order. The most recently published version of Robert's Rules of Order shall be the parliamentary authority of the Board and shall govern proceedings of the Board and its Committees. Bylaws adopted by the Board that conflict with Robert's Rules of Order shall supersede any conflicting rules.
- 4.4. Motions requiring special procedures. All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each Member must be announced at a meeting at least one month prior to the meeting where a vote on such a motion is scheduled.
- 4.5. Quorum. Unless otherwise stated herein, a quorum shall be required for the conduct of any business at regular or special meetings. A quorum for an action of the Voting Members shall be the minimum number of Voting Members required to pass that item. A quorum for an action of the Board shall be five (5) Officers; however, unless otherwise stated herein, approval of any item before the Board shall only require a majority vote of the Board.
- 4.6. Attendance. Any Voting Member whose designated representative fails to attend three (3) consecutive meetings of OAK-TAC within one calendar year should be notified of such absences by the Secretary.
- 4.7. Fiduciary Duties. Members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interests of OAK-TAC. The Members shall discharge this duty in good faith. In the event that any Members of OAK-TAC, including the Board, are faced with a conflict of interest between their fiduciary duty to OAK-TAC and the duty owed to their organization, those Members should refrain from voting on the issue that presents a conflict of interest.

## ARTICLE V

### *Dues, Fees, and Other Charges*

- 5.1. Dues. All Members will be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates and due dates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.

- 5.2. Fees and Other Charges. Fees or other charges assessed by OAK-TAC, including any conditions of payment (i.e., due dates), shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
- 5.3. Failure to Pay. The failure of any Member to pay dues, fees, or other charges within ninety (90) days of the due date may result in that Member's forfeiture from OAK-TAC without a vote. Reinstatement shall be granted upon a two-thirds (2/3) vote of the Voting Members and payment of all arrears.
- 5.4. Annual Dues will not be Prorated. If new prospective members are accepted for Membership after the annual dues have been assessed for that year, they will not be responsible for the annual dues that year. The new Members will be responsible for annual dues starting the following year.

## **ARTICLE VI**

### *Committees*

Special Committees and Sub-Committees. The Board may establish such committees and sub-committees as necessary to conduct the OAK-TAC's business. Ad hoc committees may be established by a majority vote of the Board for short-term purposes; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee, except by majority vote of the Board. Standing committees may be established by a majority vote of the Board.

## **ARTICLE VII**

### *Amendments*


- 7.1. Requirements. These Bylaws may be amended at any regular or special meetings of the Board by a two-third (2/3) vote of the Voting Members and in the following manner:
  - a. Any Voting Member in good standing at a regular meeting may propose an amendment, alteration, revision, or addition to these Bylaws.
  - b. A written copy of the proposed amendment, alteration, revision, or addition shall be filed with the Secretary.
  - c. The Secretary shall include the proposed amendment, alteration, revision, or addition in the minutes, and read the proposal at two successive meeting, and it shall be voted upon at the second successive meeting.
- 7.2. Effective Date. Amendments to these Bylaws shall be effective thirty (30) days after they are approved; unless a longer period of time is designated by a majority vote of the Board.

# 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: March 4, 2025  
To: Nik Banda, City Manager  
From: George T. Rouhib Jr., Chief of Police   
Subject: Council Agenda-HIDTA Agreement

**Issue:** Request council to review and approve the 2025 High Intensity Drug Trafficking Area (HIDTA) Subrecipient Agreement Between the County of Oakland and the City of Rochester and the attached Exhibits A-E.

**Analysis:** The Rochester Police Department has one police officer assigned to the Narcotics Enforcement Team (NET) that is headed by the Oakland County Sheriff's Department. In order to support our ongoing narcotics enforcement efforts, the HIDTA Executive Board has submitted a grant funding request to the Office of National Drug Control Policy (ONDCP).

### **Requested HIDTA Funds for 2025**

- Overtime: \$118,750 (allocated as \$6,250 per agency)
- Cell Phones: \$13,500 (calculated at \$47.05 per month per agency).

As part of the funding process, the HIDTA Executive Board requests that each participating agency review the subrecipient agreement, This agreement details the following:

- Utilization of grant funds
- Guidelines and procedures for disbursement

For the approval of the agreement, it is essential that the **subrecipient agreement** and **Exhibits A-F** are authorized by the city council through a resolution.

This process is done annually and has been reviewed by our city attorney with no issues.

**Requested Action:** Review and approve as presented.

**Attachment(s):** See Attached Documents

**PROGRAM YEAR 2025  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF OAKLAND AND CITY OF ROCHESTER  
Unique Entity Identifier (UEI) #: CWBDPDWSP9Y7**

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Rochester, 400 Sixth Street, Rochester, MI 48307, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

**PURPOSE OF AGREEMENT.**

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award for program year (PY) 2025 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2025 begins January 1, 2025, and ends December 31, 2025.

If ONDCP grants N.E.T. an award for PY 2025, the ONDCP disburses the HIDTA grant funds to the City of Novi. To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the City of Novi should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:

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- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2025 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.

- 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2025.
- 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
- 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
- 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
- 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION.**

- 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
- 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
- 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
  - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
- 3.4. Period of Performance: January 1, 2025, through December 31, 2025.

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3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and the City of Novi, which is incorporated into this Agreement by reference.

**4. USE OF HIDTA FUNDS.**

4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed **\$5,650.00** for each participating law enforcement officer unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the City of Novi reimbursing the County.

4.2. The County will reimburse the Municipality up to **\$5,650.00** for each participating law enforcement officer for qualifying N.E.T.-related overtime unless otherwise provided herein. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the City of Novi reimbursing the County.

4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.

4.2.2. No HIDTA funds shall be used to supplant the Municipality’s funds that would otherwise be made available for the same purposes.

4.3. There is no research and development performed pursuant to this Agreement.

4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

**5. REIMBURSEMENT OF ELIGIBLE N.E.T. OVERTIME.**

5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2025 has expired. If the County, in its sole discretion, determines that the

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documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from the City of Novi for that particular reimbursement request.

## **6. GENERAL COMPLIANCE.**

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and the City of Novi. The HIDTA Grant Agreement between ONDCP and the City of Novi will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

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- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

**7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.**

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards (“GAAS”) if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

**8. CONFLICT OF INTEREST.**

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

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- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

**9. MANDATORY DISCLOSURE.**

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

**10. RECORD RETENTION.**

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

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**11. ACCESS TO RECORDS.**

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

**12. TERM.**

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2025.

**13. ASSURANCES.**

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

**14. TERMINATION OF AGREEMENT.**

- 14.1. This Agreement may be terminated in whole or in part as follows:
  - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
  - 14.1.2. by the County for cause;

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14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

## **15. CLOSEOUT.**

15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

## **16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.**

16.1. The closeout of this Agreement does not affect any of the following:

16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;

16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.

16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

## **17. REMEDIES FOR NONCOMPLIANCE.**

17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

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remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

**18. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

**19. DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

**20. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

**21. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

**22. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**23. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF ROCHESTER

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

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

**25. CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

**26. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Rochester.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

**27. CONTACT INFORMATION.**

<b><u>County of Oakland</u></b>	<b><u>City of Rochester</u></b>
Lieutenant Bryan Wood Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: <a href="mailto:woodb@oakgov.com">woodb@oakgov.com</a>	Chief George Rouhib Jr. Rochester Police Department Office: 248-651-9621 Fax: 248-963-0799 Email: <a href="mailto:grouhib@rochestermi.org">grouhib@rochestermi.org</a>

2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF ROCHESTER

28. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

29. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

IN WITNESS WHEREOF, \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

2025 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF ROCHESTER

Please see the attached two (2) documents from Oakland County that require approval from your municipality:

- 1) the 2025 HIDTA subrecipient agreement specifically created for your municipality
- 2) Exhibits A-E

Approval of this agreement requires a two-step process:

- 1) The agreement must be approved by your municipality and a copy of the resolution must be returned with the agreement, and;
- 2) The agreement must be signed by the head of your municipality.

If you require an original signature - two signature pages should be signed (at the next available council or board meeting) and both of them returned to N.E.T. for signature by Oakland County's Chairperson. Then, one of the two original signature pages can be returned to your municipality, the other to be retained by the Oakland County Clerk's Office. If you do not require an original signature page, then please return only one, or feel free to send via email. Your municipality will receive a certified copy from our Clerk's Office once recorded, and I will make sure that all Police Chiefs receive an emailed copy. You can mail these to the address below or send them via your N.E.T. officer.

If mailing, please send to:

Tammy Feole, N.E.T. Auditor  
Oakland County Sheriff's Office  
1200 N. Telegraph Rd, Building 38E  
Pontiac MI 48341

If your municipality is e-signing documents, or if you prefer to send via email, the agreement and resolution can be emailed to me at [feolet@oakgov.com](mailto:feolet@oakgov.com).

As of this date, the 2025 HIDTA funds have not been "released" by HIDTA but are expected to be in the spring. I will forward your fully executed HIDTA subrecipient agreement back to you as soon as I receive the contract and have the Oakland County Board of Commissioners' approval.

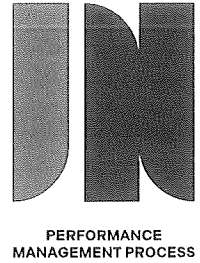
Please feel free to contact me if you have any questions.

Thank you!





# Michigan HIDTA



## Initiative Description and Budget Proposal

### Must complete using Adobe Acrobat

All HIDTA Initiatives must complete an **Initiative Description and Budget Proposal (IDBP)** annually. If you have questions, contact Deputy Director David Molloy or PMP Coordinator Paula Coon.

Email completed IDBP with **FMS Budget Sheet** to:

**Deputy Director David Molloy**  
dmolloy@mi.hidta.net  
248-921-2693

**PMP Coordinator Paula Coon**  
pcoon@mi.hidta.net  
586-839-7214

The IDBP is due each year in February. Specific Due Date will be provided to you during the last Task Force Commanders meeting each year.

Initiative/Task Force Name: **NET – Oakland County Narcotics Enforcement Team**

Program Proposal Year: **2025**

Task Force Commander’s Name: **D/LT. Bryan Wood**

Task Force Commander’s Phone: **(248) 858-1722**

Task Force Commander’s E-mail: **woodb@oakgov.com**

Lead Agency: **Oakland County Sheriff’s Office**

Location of Initiative (City): **Pontiac**

**Total Dollar Amount Requested:**

**\$132,300**

Explain the mission of the initiative and provide a detailed explanation of the specific threat/s identified in the Michigan HIDTA Annual Threat Assessment.

### **Initiative Purpose**

**Initiative Purpose**

- The Oakland County Narcotic Enforcement Team (NET) is a cooperative partnership of federal, county and local law enforcement agencies in Oakland County, Michigan, and collocated at the Oakland County Sheriff's Office in Pontiac.
- NET focuses on mid- to upper-level Drug Trafficking Organizations (DTOs) operating in Oakland County.
- NET supports street-level investigative operations targeting illegal drug trafficking of cocaine, crack cocaine, methamphetamine, fentanyl, heroin, and controlled prescription drugs.

### **Threat Priorities**

**Threat Priorities**

- Regional and local DTOs are the primary drug trafficking threats in the NET Area of Responsibility (AOR).
- DTOs transport cocaine, heroin, fentanyl, and methamphetamine into Oakland County.
- Fentanyl and fentanyl mixed with other narcotics continue to be the most lethal category of illicit substances misused in Oakland County.
- Fentanyl/Opioid-related overdose deaths remain at high levels in Oakland County.
- NET has observed a substantial increase in methamphetamine distribution and use in Oakland County.
- Cocaine has become a resurgent threat and is widely available throughout the county.
- Controlled prescription drugs remain an area of concern.

### **Investigative Approach**

**Investigative Approach**

- NET will leverage HIDTA funds to support investigative services.
- Drug seizures will be thoroughly investigated by NET investigators in order to:
  - Trace seizures back to source(s) of supply.
  - Assist investigators in ultimately disrupting and dismantling DTOs.
- NET investigators monitor DTO trafficking patterns and share information with our federal law enforcement partners.
- NET's primary focus is investigations into upper- and mid-level DTOs to identify, disrupt and dismantle their illicit drug trafficking operations.

**Detailed, Itemized Budget Request**

HIDTA FUNDS REQUESTED FOR 2025 - \$132,300

OVERTIME - \$118,750

Investigative/Law Enforcement Officer - \$118,750

19 State/Local TFO's x \$6,250 = \$118,750

SERVICES - \$13,500

Communication/Mobile Phones - \$13,500

24 iPhones x \$47.05 /month x 12 months = \$13,500

**Areas of Operation (Designated Counties)**

NET operates in HIDTA designated Oakland County.

**Threat Focus (Check all that Apply)**

**Organization Focus**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> International DTO Focus | <input checked="" type="checkbox"/> Multi-State DTO Focus | <input checked="" type="checkbox"/> Local DTO Focus | <input type="checkbox"/> Gang Focus     |
| <input type="checkbox"/> International MLO Focus | <input type="checkbox"/> Multi-State MLO Focus            | <input type="checkbox"/> Local MLO Focus            | <input type="checkbox"/> Fugitive Focus |

**Interdiction Modalities**

- |   |   |   |                                   |                              |
|---|---|---|-----------------------------------|------------------------------|
| <input type="checkbox"/> Air                            | <input type="checkbox"/> Rail                       | <input checked="" type="checkbox"/> Highway                   | <input type="checkbox"/> Maritime | <input type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> Parcel (Commercial) | <input checked="" type="checkbox"/> Parcel (Postal) | <input type="checkbox"/> Other (Specify) <input type="text"/> |                                   |                              |

**Drug Focus**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Cocaine/Crack   | <input checked="" type="checkbox"/> Fentanyl | <input checked="" type="checkbox"/> Heroin                    |
| <input checked="" type="checkbox"/> Methamphetamine | <input type="checkbox"/> Marijuana           | <input type="checkbox"/> Other (Specify) <input type="text"/> |

## Initiative Compliance

Does the initiative provide information to the HIDTA Investigative Support Center and ancillary intelligence initiatives as requested?

Yes       No

Is this initiative a multi-agency effort comprised of Federal, state, local, and tribal law enforcement personnel who are assigned full-time, collocated, and commingled?

Yes       No

Does this initiative use HIDTA funds to fund all or part of the salary (not including overtime) of a state or local law enforcement officer?

Yes       No

Does this initiative use the HIDTA's ISC and/or ancillary intelligence and information sharing initiative for event and target/investigative information deconfliction?

Yes       No

## Expected Outputs

Predicting Expected Outputs: When developing your expected outputs, please ensure you take into consideration your past 2-3 year performance averages. ONDCP refers to these averages when evaluating future performance target numbers.

Predict the number of DTOs and MLOs you expect to disrupt or dismantle during the Program Year. Your performance targets **should be aggressive but reasonably attainable**, considering expected staffing and funding. Your initiative's performance is compared to how successfully it attained its predicted goals.

Number of **DTOs** expected to be disrupted or dismantled for this Program Year

5

Number of **MLOs** expected to be disrupted or dismantled for this Program Year

0

Number of Cases Provided Analytical Support Projected for this Program Year

5

Number of Fugitives Apprehended Projected for this Program Year

20





**Michigan HIDTA**

Request for HIDTA Overtime Reimbursement

ONE FORM PER OFFICER

**REGULAR OVERTIME**

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

**Exhibit B**

Michigan HIDTA  
 Mary Szymanski - Financial Manager  
 FAX: 248.356.6513  
 mszymanski@mi.hidta.net

**REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW.** By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

**APPROVING TASK FORCE COMMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED BORDERED BOX BELOW:** By typing my name in the box below, I certify I received this overtime request from the Requesting Officer, and have reviewed and approved after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
6					\$0.0000	
					<b>\$0.0000</b>	

**OVERTIME APPROVED FOR STATE/LOCAL OFFICERS ONLY. LIMIT PER OFFICER IS \$8,000 ANNUALLY AS PER MICHIGAN HIDTA PROGRAM POLICY.**

**FEDERAL PARTICIPANTS ARE NOT ELIGIBLE TO RECEIVE HIDTA OVERTIME.**

**PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.**

ITEM #	
1	
2	
3	
4	
5	
6	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

YOUR AGENCY LETTERHEAD

January 17, 2022

Director  
Michigan HIDTA  
26211 Central Park Blvd.  
Southfield, MI 48076

Dear Director:

Please accept this correspondence as notification of the current pay rate for the listed **ADD YOUR AGENCY NAME** police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective **July 1, 2021**.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[Redacted name]



[Redacted address]

[Redacted] TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
<p><b>APPROVED</b> 8/16/16</p> <p>[Redacted Signature]</p>			
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: [Redacted Signature]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation **Exhibit E** does not have to be the same, but must contain the same elements.

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.



Pay Period Ending On: 08/07/2016  
 Check #:   
 Check Date: 08/12/2016  
 Primary Rate: 31.2962  
 Withholding Rate: 00  
 Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FITW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK_PS 07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL_VISION	9.13	104.73
IN_LIEU_MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE_INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK_PS 07/01	96.00	0.00	0.00	0.00	96.00
SICK_PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00



08/12/2016



1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*





# City of Rochester

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

**MEMORANDUM**

Date: March 4, 2025  
 To: Mayor Salvia and Council Members  
 From: Nicholas Schaefer, Director of Public Works  
 Jason Dickinson, Public works Superintendent  
 Subject: Mt. Avon Lawn Service Agreement  
 Anticipated Budget Impact: 2025 - \$55,125 /2026 -\$55,227.50/ 2027-\$57,352.05  
 GL: 209-276.000-805.000

**Issue:** The city has been contracting with Apartment Services Company for over 40 years for lawn maintenance at Mt. Avon Cemetery. We do not currently have a contract, with last years' service being just a one-year service agreement. City staff would like to contract with Apartment Services Company for a 3-year contract with the ability for a one-year extension with negotiated pricing. This company has provided excellent service for the city, exhibits great communication with city staff, and has even bailed the city out in past years when other companies have failed.

**Analysis:**

Company	2024	2025	2026	2027
Apartment Services Company	\$55,125	\$55,125	\$56,227.50	\$57,352.05
.	.	.		
.	.	.		

Apartment Services Company has been a very good company to work with. Mt. Avon was actually the very first cemetery that the company contracted with over 40 years ago, and they have been doing a great job ever since. Not only do they provide good lawn care service, but they also have the ability to fix and repair any damaged headstones.

**Requested Action:** City Staff are requesting City Council approve a contract with Apartment Services Company for Mt. Avon lawn servicing.

**Attachment(s):** (1) Quote submitted by Apartment Services Company  
 (2) Proposed service agreement with Apartment Services Company

Apartment Services Company Inc.

34600 Glendale
Livonia, MI 48150
734 261 2814

This maintenance contract is made and entered into on March 2025 - nov 2027 by and between Apartment Services Company Inc. ("Contractor") and the undersigned property owner ("Owner").

Property Location Mt. Avon Rochester MI

Services to be performed (indicated by an X)

Lawn Maintenance:

- x Lawn Cut, Trim & Edge % per week
Trim Only
Fertilization times per season. \$ Per Application
Broadleaf Weed Control times per season \$ Per Application
Crabgrass Control times per season \$ Per Application
Shrub Trimming times per season \$ Per Trim
x Round Up x Walks x Curbs x Parking Lots Drives Beds Fence lines
\$ per season application
x Spring Clean Up
x Fall Clean Up
Hourly Labor to be billed an \$ per man hour
x 26 cuts, 2 fall clean ups.

The Contractor will provide all equipment and labor necessary to perform the above services. The Services will be performed weekly unless otherwise noted. The Contractor has and will maintain liability and workman's compensation insurance coverage

The above lawn service will be provided at a rate of \$ 55125.00 per week x season unless otherwise noted. This price does not include clean ups, fertilizing, weed control or shrub trimming. These services will be billed in the month the work is performed. All accounts not paid withing 30 days are subject to a 1.5% monthly service charge.

Seasonal Lawn maintenance to be based on cuts and spring fall clean ups. Additional cuts to be billed at 1/ the seasonal rate.

Snow Removal and Salting:

- Snow Plowing Drives Parking Lots Side Walks
Snow removal to begin at inches of snow at a price of \$ per season or \$ per push. Per push is billed at a rate of Base - 5" 1 push; 5-7" = 1.5X per push price; 7-9" = 2 push, every 2" over 9 is an additional push.
Salting \$ per ton spread (billed in 1/4 ton increments)
Salting per season based on tons \$
Salting per application
Salt to be capped at Tons per application per Owner's request
Salt at Owner's request only
Ice melt per bag
Ice melt per season based on bags \$
Ice melt to be capped an bags per application per Owner's request
Hourly Labor to be billed an \$ per man hour

Additional Snow Removal and Salting Terms:

- 1. Seasonal snow services may be subject to a base seasonal charge and/or an over clause. See additional page if checked for terms and conditions.
2. The Contractor is not responsible for damage or staining to pavement or curbs due to routine plowing, salting or ice melt.
3. The Contractor shall provide signage to be posted at the entrance to the Owner's property to warn the public of potential winter hazards.
4. The Contractor is not responsible for and the snow removal services shall exclude the snow removal or salting of areas between or around cars or parking spot, dumpster or curbs, in or around car port or any other are that cannot be

2025 price is the same as 2024. 2026 & 27 increase will be 2%

accessed by a plow truck or are not plowed or salted at the request of the Owner, nor is Contractor responsible for policing the grounds for thaw freeze hazards ("Excluded Responsibilities"). The Owner shall defend, indemnify and hold the Contractor, and its Owner, employees and agents harmless for and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to, any claim brought against the Contractor by a third party alleging bodily injury, death, or damage to real or tangible personal property if such claim relates in any way to any of the Excluded Responsibilities.

5. If Owner has not selected automatic salting services, the salting will only be done upon Owner's request. A reasonable amount of time (approximately 4 hours) must be allowed for the requested salting service to be completed. All requests for salting must be made with a phone call to 412-956-3243- Texting not accepted.

6. One clean-up is provided for snowfalls under 5", 2 clean ups for snowfalls over 5". If a snowfall takes place on a holiday or weekend we will do a cleanup at the time of the snowfall and again on the next business day.

7. Salt is a volatile commodity. If the price of salt increases by more than 10% the Contractor reserves the right to pass along any and all increases.

Winter and Summer Fuel Surcharge: The base price for fuel at the time of the contract is \$ 0 per gallon. The Contractor reserves the right to assess a 1% surcharge for every \$0.25 increase in the price for fuel for the weeks fuel is above the agreed to amount

Owner:  
By: *Jason Williams*  
Its: *City of Prochot*  
*Nicholas Schmitt*  
*[Signature]*

Contractor:  
By: *[Signature]*  
Its: *[Signature]*



## City of Rochester

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

### MEMORANDUM

**Date:** March 4, 2025  
**To:** Mayor Salvia and Council Members  
**From:** Nicholas Schaefer, Director of Public Works  
Jason Dickinson, public works Superintendent  
**Subject:** Request for leaf disposal  
**Anticipated Budget Impact:** \$31,212.00  
GL: 101-529-000-808.002

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**Issue:** Every year at the end of the leaf season program we have to dispose of the collected leaves from our outdoor ground storage area that is used for many other public works functions the majority of the year.

**Analysis:** The most cost effective and only solution option is having them hauled away from the DPW yard by Environmental Wood Solutions at price per ton, this year being \$39.50 per ton.

**Requested Action:** The Departments of Public Works is requesting City Council to approve the leaf removal process as explained above in preparation for the land use for upcoming projects.

**Attachment(s):** Cost per ton price Email quote.

## Jason Dickinson

---

**From:** Mike Churchill <mchurchill@ewsrecycle.com>  
**Sent:** Tuesday, January 7, 2025 9:46 AM  
**To:** Jason Dickinson  
**Subject:** Yard Waste

Good Morning Jason,  
EWS will provide a loader and transportation to haul your yard waste out for \$39.50 per ton this season, please let me know and we can get it scheduled, Thanks



**Mike Churchill**  
Project Manager  
Environmental Wood Solutions

Email: [mchurchill@ewsrecycle.com](mailto:mchurchill@ewsrecycle.com)  
Phone: 248-391-9446 | Mobile: 248-941-3915  
3500 Giddings Road, Lake Orion, MI 48359  
[www.ewsrecycle.com](http://www.ewsrecycle.com)

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## City of Rochester

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

### MEMORANDUM

DATE: March 6, 2025  
TO: Mayor and City Council  
FROM: Lee Ann O'Connor  
RE: Review of the Boards and Commissions List

Mayor Salvia will lead a review of the Boards and Commissions list.

Because the list contains personal contact information it is not included in the packet and a paper copy will be available at your seat Monday night.



## City of Rochester

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

### **RETIREMENT BOARD REGULAR MEETING AGENDA**

**Mayor: Nancy Salvia**  
**Council Member: Christian Hauser**  
**City Manager: Nik Banda**  
**DPW Member: Colin Pettit**  
**Non-Union Member: Sherry Kush**  
**Citizen Member: David Berletich**  
**Police Member: Merlin Taylor**  
**Retiree Member: Holly Meyers**

<b>400 Sixth Street, Conference Room</b>	<b>February 19<sup>th</sup>, 2025</b>	<b>4:30 pm</b>
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1. Call to Order.
2. Roll Call.
3. Approval of Minutes of the November 13<sup>th</sup>, 2024 430pm Meeting.
4. Presentation from Morgan Stanley.
5. Consideration of Legal Proposal of Trust Research.
6. Discussion regarding Milliman Proposal.
7. Adjourn until next scheduled meeting May 14<sup>th</sup>, 2025 430pm.

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 248-651-9061 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 AREA YOUTH ASSISTANCE BOARD OF DIRECTORS MEETING AGENDA

Tues, Feb 25, 2025

5:15 p.m.

Rochester Fire Station

**Welcome** – *Lindsay Wood*

**Jan 28, 2025 Meeting Minutes Approval** – *Kristin Landis-Piwowar*

**Caseworker's Report** – *Amy Sullivan*

**Admin's Report** – *Miheala Becker*

**Treasurer's Report** – *Liang Fu*

### **Updates from recent events:**

Feb 7 – Crosstown Showdown – *Johnson Chen*

Feb 9 – Pancake Breakfast – *Mihaela, Liang*

Feb 20 – “Overcoming Anger and Frustration” – *Laura Bagley*

### **Committee Reports:**

**By-Laws** – *Leslie Sheldon*

**Financial Assistance** – *Jan Willhite-Iserman*

**Fundraising** – *Lindsay Wood*

**Membership** –

**Scholarships** – *Debbie Jones*

**Youth Council** – *Charlie Rewold*

**Youth Recognition** – *Debbie Jones*

### **Community Liaisons (RCS, PTA, Rochester, Rochester Hills, Police)**

### **Upcoming dates:**

Feb 27, Mar 6, Mar 13 – “Overcoming Anger and Frustration”

March 11 – Youth Recognition Reception

March 25 – RAYA Board Meeting

April 22 – RAYA Board Meeting

May 3 – Health and Wellness Fair at Rochester High School

May 17 – Ride 2 End Suicide ([commongroundhelps.org/event/ride-2-end-suicide-2025](http://commongroundhelps.org/event/ride-2-end-suicide-2025))

May 27 – RAYA Board Meeting



# Rochester Hills

1000 Rochester Hills Dr  
Rochester Hills, MI 48309  
(248) 656-4600  
Home Page:  
[www.rochesterhills.org](http://www.rochesterhills.org)

## Meeting Agenda - Final Sister City Committee/Rochester

*Rochester Hills: David Blair, Theresa Mungoli, and David Walker  
Rochester: Debbie Jones, Steve Sage, and Marilyn Trent*

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Wednesday, February 26, 2025

6:00 PM

1000 Rochester Hills Drive

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### CALL TO ORDER

### ROLL CALL

### APPROVAL OF AGENDA

### APPROVAL OF MINUTES

[2024-0637](#) Approval of Minutes - Sister City Committee/Rochester - August 13, 2024

Attachments: [08132024 Meeting Minutes.pdf](#)  
[Resolution \(Draft\).pdf](#)

[2024-0638](#) Approval of Minutes - Sister City Committee/Rochester - October 1, 2024

Attachments: [10012024 Meeting Minutes.pdf](#)  
[City of Rochester Sister City Powerpoint.pdf](#)  
[Resolution \(Draft\).pdf](#)

### DISCUSSION

- Review Committee's Plans for 2025  
- Memorial Day Parade Discussion

### ANY OTHER BUSINESS

### NEXT MEETING DATE

- Tuesday, April 1, 2025 - 6:00 p.m.

### ADJOURNMENT



## City of Rochester

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### Rochester Historical Commission Regular Meeting Agenda

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

400 Sixth Street

February 27, 2025

7:00 pm

- Call to Order
- Approval of meeting minutes -None
- Treasurers Report – Cy
- Secretary Report - None
- Communications – Bill/Cy
- Update on Historical Plague Program – Lynn
- Van Hoosen Museum Update on Archive Project – Lynn
- RHC Liaison Reports
  - Archives & Accessions - Lynn
  - 2025 Founder's Day Sunday March 23, 2025 - Steve/Bill
  - DDA – Don
  - Update Greater Rochester Heritage Day – Don
  - Rochester Cemetery Commission – Bill
  - Number of Sales of DUR Book – Cy
  - America 250<sup>th</sup> DAR Project – Steve/Bill
- Miscellaneous
- Adjournment: Next Meeting March 27, 2025



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### PLANNING COMMISSON REGULAR MEETING AGENDA

**Chair David Gassen**  
**Vice Chair & Council Member Christian Hauser**  
**Mayor Nancy Salvia**  
**Members: Daniel Bachmann, Jessica Clauser, David Hardin,**  
**Richard Kendziuk, Laura Murphy & Matthew Stone**

**\*See Attached Document for Virtual Meeting Instructions\***

<b>400 Sixth Street</b>	<b>March 3, 2025</b>	<b>7:00 PM</b>
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1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
  - A. Consideration of the Minutes of the Regular Meeting of February 3, 2025.
  - B. Consideration of the minutes of the Joint Planning Commission and City Council Meeting of January 23, 2025.
5. Public Hearings
  - A. Notice of Public Hearing: Comments Regarding the Following Zoning Ordinance Amendment in Accordance with the Michigan Zoning Enabling Act Public Act 110 of 2006, as amended.
  - B. Notice of Public Hearing: 816 Ludlow, Rochester Community House. Request for Special Exception of Temporary Tent for Outdoor Gatherings.
  - C. Notice of Public Hearing: 816 Ludlow, Rochester Community House. Request for Site Plan Approval.
6. Considerations:

- A. Consideration of 626 N. Main - Request for Site Plan Approval and Facade Change.
- 7. Miscellaneous
  - A. Consideration of 265 E 2nd St. - Request to Set Public Hearing for Modification of Site Plan.
- 8. Public Comment
- 9. 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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### PRINCIPAL SHOPPING DISTRICT BOARD MEETING AGENDA

*Members: Patti Eisenbraun, Paul Haig, Lonna Harlow,  
Debbie Jones, Jill Lutz & Karen Malsbury*

Downtown Collaboration Studio, 431 S. Main	March 5, 2025	5:30 pm
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1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes – February 5, 2025
4. General Business
  - a. Farmers’ Market Relocation & Update
  - b. Request for Recommendation – Downtown Rochester Makers’ Market
  - c. DDA Love Local Art Committee Update
  - d. PSD Assessment Renewal
    - Renewal Proposal
    - Proposed FY 2026 Budget
5. Reports
  - a. PSD Financial Report
  - b. Events & Marketing Update
  - c. Executive Director Report
6. Miscellaneous
7. Adjourn



**OLDER PERSONS' COMMISSION GOVERNING BOARD MEETING AGENDA**  
**650 Letica Drive | Rochester, MI 48307 | 248.656.1403 | OPCcenter.org**

**Commissioners:**

David Walker – Chairman, Micheline Sommers - Vice-Chairman, Thomas Del Pup – Treasurer, Al Fisk - Secretary  
 Stuart Bikson, Robin Buxar, Carol Morlan, Tracy Thompson

**Mission:** *Providing innovative programs and high-quality services that stimulate and advance healthy living for the 50+ community.*  
**Vision:** *To continue to be the premier community resource for adults 50 and over.*

<b>Thursday, March 6, 2025</b>	<b>5:00 PM</b>	<b>Classroom 2&amp;3</b>
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1. Call to Order
2. Roll Call
3. Additions/Changes to the Agenda
4. Public Comment (Comments not on the agenda and limited to 3 minutes)
5. Approval of the Minutes of the January 9, 2025, meeting
6. New Business -
  - a. FY 2024 Audit Review – Andrews Hooper Pavlic PLC
  - b. Special License Approval for March 28, 2025
  - c. Code of Conduct Revision
7. Director’s Report
8. Committee Reports
  - a. Finance Committee
  - b. Facility Committee
9. Commissioners’ Comments
10. Adjournment

Distribution:  
 Members (8)  
 Renee Cortright  
 Rochester Hills Offices  
 Rochester City Offices  
 Charter Township of Oakland  
 Robert Davis, Attorney  
 Posted: OPC Lobby  
 OPC Website