City of Rochester

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

CITY COUNCIL

REGULAR MEETING AGENDA

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

400 Sixth Street	**June 9, 2025**	**7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
   A. Legislative Update from State Senator Michael Webber.
5. Approval of the Consent Agenda
   A. Minutes for the Regular Meetings of May 12 and May 27, 2025.
   B. Consideration to approve the Hometown Hustle 5K and 1 Mile Color Run.
   C. Consideration to approve the Pride in the Park Event.
   D. Consideration to approve the St. John Church & School Mobile Food Pantry Event.
   E. Receipt of the Check Register Report.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation
9. Reports and Regular Business

ROCHESTER
Where you live.

A. Consideration to accept funding from Oakland County for 2025 Local Road Improvement Program in the sum of $29,532 and to spend $29,532 to pave Romeo Road.

B. 2025 Local and Major Roads Improvement Projects - part of the ongoing City Wide Road Improvement Program.

C. Consideration to approve a one-year contract with CEC Controls to monitor the City's water and sewer systems.

D. Consideration of a request to approve trail improvements at Nature Preserve funded through Dinosaur Hill.

E. Consideration of a request to approve the resolution affirming the City's support for MDOT contract number 25-5288 for the Paint Creek Bridge 31.7 replacement project and authorize the City Manager to sign all grant-related documents.

F. Consideration to approve the Oakland County Equalization Division - Assessing Contract.

G. Consideration of cloud transition to Microsoft 365 and BS&A Cloud for $164,000.

H. Consideration of a request to approve the design as presented and authorize Spohn Ranch to proceed with the Construction Drawing Development phase of the Skatepark.

10. Receive a Report from the Various Boards and Commissions

A. Receipt of a report from the Rochester Area Youth Authority.

B. Receipt of a report from the Zoning Appeals Board.

C. Receipt of a report from the Planning Commission.

D. Receipt of report from the Sister City Committee.

E. Receipt of a report from the Principal Shopping District.

F. Receipt of a report from the Older Persons Commission.

G. Receipt of a report from the Asset Committee.

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. (Click the "Live" links to go there.)

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

- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 874 3619 5606**. 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/87436195606 (Downloading Zoom is required.)

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

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

ROCHESTER
Where you live.

CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

REGULAR MEETING
MAY 12, 2025
7:00 P.M.

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

2. ROLL CALL
PRESENT: Mayor Nancy Salvia, Mayor Pro Tem Stuart Bikson, Councilmembers Christian Hauser, Debbie Jones, Sara King, Steve Sage and Marilyn Trent.
ABSENT: NONE.

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

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS
4A. Presentation from New Day Foundation on their services for families dealing with cancer.
4B. Recognition of Dinosaur Hill Nature Preserve volunteers. This item was postponed to the May 27 meeting.
4C. Proclamation recognizing May as Mental Health Awareness month.

Public Comment.
Mike Marcotte, Romeo, commented on the new Traffic Control Order along Romeo.

5. CONSENT AGENDA
5A. Minutes for the Regular Meetings held April 14, 2025 and April 28, 2025.

MOTION: Trent moved, Jones seconded,
To approve the Minutes for the Regular Meetings held April 14, 2025 and April 28, 2025.
VOTE: YES: Salvia, Bikson, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried.

5B. Special Event Application from Bethesda Church of Troy to hold Uplifting music in the park on July 13, 2025 in the Band Shell in the Municipal Park.

MOTION: Trent moved, Jones seconded,
To approve the Special Event Permit for Bethesda Church of Troy to hold Uplifting music in the park on July 13, 2025 in the Band Shell in the Municipal Park.
VOTE: YES: Salvia, Bikson, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried

5C. Check Register Reports for April 17 and 24, 2025.

MOTION: Trent moved, Jones seconded,
To approve the Check Register Reports for April 17 and 24, 2025.

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

6. OLD BUSINESS/ TABLED ITEMS.
NONE.

7. PUBLIC HEARINGS
NONE.

8. LEGISLATIVE DELIBERATIONS
8A. Resolution Approving a Charter Amendment to eliminate City Primary Elections for the November 5, 2025 General Election.

MOTION: Hauser moved, Trent seconded,
To adopt the Resolution Approving a Charter Amendment to eliminate City Primary Elections for the November 5, 2025 General Election.
VOTE: YES: Salvia, Bikson, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried

9. REPORTS AND REGULAR BUSINESS
9A. Easement Termination and Release for 203 East University Drive for the pocket park area.

MOTION: Trent moved, Sage seconded,
To approve the Easement Termination and Release for 203 East University Drive for the pocket park area.
VOTE: YES: Salvia, Bikson, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried

9B. Award for Community Development Block Grant Municipal Park Path project to Mierzwa Paving at a cost of $121.580.00, which includes 10% contingency.

MOTION: Hauser moved, Jones seconded,
To approve the request from Councilmember Trent to abstain from voting on the motion.
VOTE: YES: Salvia, Bikson, Hauser, Jones, King, Sage and Trent.
NO: None.
Motion Carried

MOTION: Bikson moved, Hauser seconded,
To approve the Award for Community Development Block Grant Municipal Park Path project to Mierzwa Paving at a cost of $121.580.00, which includes 10% contingency.

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

9C. Request from Police Department to purchase one 2025 Chevrolet Tahoe for Road Patrol through the Oakland County Bid pricing at a cost of $53,984.00. This item was postponed.

9D. Resolution authorizing the City's participation in the State of Michigan Fire Insurance Withholding Program. This item was postponed

9E. Mayor nominations/appointments to Boards and Commissions. Mayor Salvia nominated Christian Hauser to the Brownfield Redevelopment Authority; Sue Butala, Julia Johnson, Sandra Montes, Jeanine Offer, Laura Murphy, Natalie Sapp and Emma Loosvelt to the City Beautiful Commission; Tom Czerwinski to the Construction Board of Appeals; Robert Bloomingdale, Paul Haig and Roger Knapp to the Downtown Development Authority; Donald Washeleski and Julia Johnson to the Historical Commission; David Berletich to the OPEB Retirement Board; Jana Yezak to the Parking Advisor Committee; David Gassen, Richard Kendziuk and Matt Stone to the Planning Commission; Philip Munroe and Lynn Oates to the Principal Shopping District; and Jeanine Offer to the Tree Committee.

MOTION: Hauser moved, Trent seconded,
To approve the confirm the Mayoral appointments to Boards and Commissions: Christian Hauser to the Brownfield Redevelopment Authority; Sue Butala, Julia Johnson, Sandra Montes, Jeanine Offer, Laura Murphy, Natalie Sapp and Emma Loosvelt to the City Beautiful Commission; Tom Czerwinski to the Construction Board of Appeals; Robert Bloomingdale, Paul Haig and Roger Knapp to the Downtown Development Authority; Donald Washeleski and Julia Johnson to the Historical Commission; David Berletich to the OPEB Retirement Board; Jana Yezak to the Parking Advisor Committee; David Gassen, Richard Kendziuk and Matt Stone to the Planning Commission; Philip Munroe and Lynn Oates to the Principal Shopping District; and Jeanine Offer to the Tree Committee.

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

9F. City Council nominations/appointments to Boards and Commissions. Councilmember Hauser nominated Don Andersen to the Board of Ethics; Councilmember Trent nominated David Gassen and Julia Johnson to the Historic District Commission; Councilmember Sage nominated David Becker to the Paint Creek Trailway Commission as alternate citizen member; and Councilmember Hauser nominated David Gassen, Code Smith to Regular Seats on the Zoning Board of Appeals and Jay Huh as an Alternate on the Zoning Board of Appeals.

MOTION: Hauser moved, Trent seconded,
To approve the City Council appointments of Don Andersen to the Board of Ethics; David Gassen and Julia Johnson to the Historic District Commission; David Becker to the Paint Creek Trailway Commission as alternate citizen member; and David Gassen, Code Smith to Regular Seats on the Zoning Board of Appeals and Jay Huh as an Alternate on the Zoning Board of Appeals.

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

10. BOARDS AND COMMISSIONS REPORTS.

10A. Principal Shopping District – Jones stated they reviewed their budget, the Farmers' Market has 55 vendors, Deck Art is this week with 350 pieces on display at 51 businesses, Maker's Market is June 21.

10B. Planning Commission – Hauser stated they held a Public Hearing for 203 E. University for a Special Exception request and noted that the Spruce tree is diseased and will need to be removed; he also noted that the façade at Cottage Inn Pizza has been restored.

11. PUBLIC COMMENT

NONE.

12. GENERAL MISCELLANEOUS.

Fire Chief Cieslik gave a Cat Committee update saying they had rehomed 8 kittens and taken care of 5 adult cats.

City Clerk O'Connor reminded all about Memorial Day events at the Cemetery.

City Manager Banda noted there are currently 112 City Code cases.

City Attorney Kragt commented on the Charter Amendment for Primary elections.

Bikson noted how nice the park is.

Jones said there was a skate park committee meeting with the architect, the RCS mental health fair had 300 visitors and reminded all of the headstone cleaning at the cemetery.

Trent commented on the micro forest planting.

Hauser thanked Trent for her work on the micro forest planting. He also requested Administration to report back on ways to address ancillary sales for businesses located on South Street for consideration by the Planning Commission.

MOTION: Hauser moved, King seconded,
To request Administration to provide guidance and the process to address ancillary sales for business located on South Street.

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

Mayor Salvia attended an economic impact event at OU, reminded all of Memorial Day events and stated that the ground breaking for The Graham Market will be Wednesday at 11:00am.

12A. Request to go into Closed Session to discussion Attorney/Client privileged opinion letter.

MOTION: Hauser moved, Sage seconded,
To approve the Request to go into Closed Session to discussion Attorney/Client privileged opinion letter.

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

13. ADJOURN
Mayor Salvia adjourned the meeting at 8:30 p.m.

_____ _____

Lee Ann O'Connor, City Clerk Nancy Salvia, Mayor

REGULAR MEETING
MAY 17, 2025
7:00 P.M.

1. CALL TO ORDER

Mayor Salvia at 7:00 p.m.

2. ROLL CALL

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

ABSENT: NONE.

3. PLEDGE OF ALLEGIANCE

Mayor Salvia led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS

4A. Recognition of Dinosaur Hill Nature Preserve volunteers.

4B. Proclamation recognizing David Carter of Carter Cemetery Restoration for his work supervising the headstone cleaning at Mt. Avon Cemetery.

Public Comment.

Heather McBain, Nurse at Rochester Henry Ford, asked Council for support regarding their contract negotiations.

5. CONSENT AGENDA

5A. Special Event Application from the Principal Shopping District to hold Sidewalk Sales on July 17, 18 and 19, 2025 in downtown.

MOTION: Sage moved, Trent seconded,

To approve the Special Event Permit for the Principal Shopping District to hold Sidewalk Sales on July 17, 18 and 19, 2025 in downtown.

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

Motion Carried.

5B. Special Event Application from the Principal Shopping District to hold Dancin' in the Streets event on Friday, July 18, 2025 from 6pm to 10pm along W. Fourth Street.

MOTION: Sage moved, Trent seconded,
To approve the Special Event Permit for the Principal Shopping District to hold Dancin' in the Streets event on Friday, July 18, 2025 from 6pm to 10pm along W. Fourth Street.

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

5C. Check Register Reports for May 8 and 15, 2025.

MOTION: Sage moved, Trent seconded,
To approve the Check Register Reports for May 8 and 15, 2025.

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

6. OLD BUSINESS/ TABLED ITEMS.
NONE.
7. PUBLIC HEARINGS
NONE.
8. LEGISLATIVE DELIBERATIONS
NONE.

9. REPORTS AND REGULAR BUSINESS
9A. Update from City Engineer Aseel Putros about the Clinton River Trail washout. She reported that the design is about 70% complete. It is being rebuilt with clay instead of sand with a culvert to regulate the water level. She said we are waiting for approval from EGLE regarding the water level for the wetland area. Once received the project will go out for bidding.

9B. Award of Tree Maintenance bid to Davey Tree Expert for 3 years as follows: Year 1 Zones 3 & 6 $31,000; Year 2 Zones 1 & 4 $30,000; and Year 3 Zones 2 & 5 $29,000.

MOTION: Hauser moved, Jones seconded,
To Award the Tree Maintenance bid to Davey Tree Expert for 3 years as follows: Year 1 Zones 3 & 6 $31,000; Year 2 Zones 1 & 4 $30,000; and Year 3 Zones 2 & 5 $29,000.

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

9C. Request to approve $51,356.00 to Mierzwa Paving to replace pathways in the Municipal Park.

MOTION: Jones moved, Sage seconded,
To approve the Request to approve $51,356.00 to Mierzwa Paving to replace pathways in the Municipal Park.

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

10. BOARDS AND COMMISSIONS REPORTS.

10A. City Beautiful Commission– Jones stated they are going to install a raised bed garden near the all abilities park and they are also doing a nature microphone in the park.

10B. Paint Creek Trailway Commission- Sage stated they are still looking for a Manager and they are on track with the bridge 31.7 project.

10C. Rochester Community House – Salvia said there are 2 new members, they talked about the building renovations and they are going to hire Sue Keels.

10D. Rochester Avon Recreation Authority – King said they approved the expense for the front awning, the parking lot is going to be repaired and they are having a ribbon cutting for the hammock park on June 25.

10E. Downtown Development Authority – Trent said they talked about the ground breaking for the Graham, they approved their budget, they discussed an art plan with artists and they discussed the mural on the Huntington Bank.

10F. Rochester Historic Commission – Sage stated they welcomed 2 new members and they asked if there is a way to get a list of historical homes that would qualify for the historic plaque program and he asked about the Harris Fountain.

Asset Management Committee – Hauser said there will be road work on First Street and Walnut Blvd this year and they are looking at needed work on the East Side in particular the curbs in the area and the work will be done next year.

11. PUBLIC COMMENT

NONE.

12. GENERAL MISCELLANEOUS.

City Clerk O'Connor advised that if the Charter Amendment eliminating the Primary Election that the filing deadline for Council will change from April to July.

City Manager Banda thanked staff for their work on Memorial Day.

City Attorney Kragt said the Charter Amendment has been received by the Attorney General's Office.

King asked for an update on Council's request to refer to the Planning Commission changes to the Zoning Ordinance to allow for retail sales on South Street. City Attorney Kragt answered that Council can make a motion to refer the issue to Planning Commission to allow for limited retail sales that support a primary business in the Industrial District along South Street.

MOTION: Hauser moved, King seconded,
To refer to Planning Commission consider a Zoning Ordinance amendment that pertains to uses in the I1 and I2 Industrial Districts to provide for retail sales that are associated withs a primary business.

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

Jones commented about the ribbon cutting for the Lions Park and gave an update on the skate park project saying they reviewed plans and received input.

Trent congratulated Mayor Salvia on being recognized as a top Advisor in the State and thanked volunteers that helped with the garden area at the Cemetery for Memorial Day.

Hauser commented on the Park during the weekend and ongoing blight enforcement.

Bikson thought the Memorial Day event was very nice.

Mayor Salvia thanked "Team Rochester" for a successful Memorial Day event and announced the creation of a new "America 250" committee. She also highlighted the City's trip to the Priority Wast facility.

13. ADJOURN
Mayor Salvia adjourned the meeting at 8:35 p.m.

_____ _____

Lee Ann O'Connor, City Clerk Nancy Salvia, Mayor

ROCHESTER POLICE DEPARTMENT

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

GEORGE T. ROUHIB JR.
CHIEF OF POLICE

MEMORANDUM

Date: May 30,2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Hometown Hustle 5K and 1-Mile Color Fun Run

Issue: Request to hold the Hometown Hustle 5K and 1-Mile Color Fun Run

Analysis: The Rochester Community Schools Foundation has submitted an event application to host the Hometown Hustle 5K and 1-Mile Fun Run on Saturday, **September 20, 2025**, from 7 am to 12 pm. The event will begin and end at the Chief Financial Credit Union, 20 S. Main, Rochester, Michigan. The run will attract over 1,000 participants and will take place throughout the city. Many street closures will occur to accommodate the participants. In addition to the 5K run, there will be a one mile Color Fun Run that will occur along the Clinton River Trail.

The event application has been reviewed by department heads. The approximate costs to host this event will be $1,100.This includes extra police staffing for traffic control, DPW barriers, and the fire department assisting with blocking the roads and emergency medical services. Proof of liability insurance and a hold harmless agreement have already been submitted along with maps of each race.

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

Complete & sign this form and return to City of Rochester Police Chief along with a non-refundable check made to the City of Rochester Application fee for first time event $150, 2nd and subsequent years $125

Date/Hours of Event:	September 20, 2025	Date/Hours of Event:	7am-12pm

Name of Event:
Rochester Community Schools Foundation "Hometown Hustle 5K and 1-mile Color Fun Run"

Description of Event:
A one-mile color throw fun run will be hosted right before the traditional 5K family run.

Location Requested:
Begin and end at Chief Financial Credit Union located at 20 S Main, Rochester 48307

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

Date/Hours of Event:	Saturday September 20, 2025 from 7 am - 12pm
Date/Hours of Set-up and Tear Down:	S/U 9/19 2-5pm & T/D 9/20/25 from 11am-12pm

Organization Name:
Rochester Community Schools Foundation

Organization Address (include street address, city, state & zip):
52585 Dequindre Rd, Rochester MI 48307

Organization Phone Number:	248-726-3190
Name of Contact Person and Phone Number:	Joann Beydoun (248) 726-3190 or Lori Grein (248) 726-3127
Contact Person E-Mail (must be provided):	jbeydoun@rochester.k12.mi.us or lgrein@rochester.k12.mi.us
On-Site Event Manager/Contact Person Name & Phone Number:	Joann Beydoun (c) 313-283-2234 or (w) 248-726-3190

ACKNOWLEDGEMENT

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

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

Signature of Applicant	Date 10/23/25

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

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

Organization Type: ☐ Government ☑ Non-Profit ☐ For-Profit

List any additional Sponsors or Participants:

Is this event a fundraiser? ☑ YES ☐ NO

If yes, indicate beneficiary information:

Rochester Community Schools

Is this the first time the event is being held in Rochester? ☐ YES ☑ NO

Describe:

26th year

Was this even previously held outside of Rochester? ☐ YES ☑ NO

Describe:

Total estimated attendance each day:

1100-1500

What parking arrangements will be necessary to accommodate attendance?

Describe:

Croskey Lanni, LoChirco Custom Homes, MI Capital Partners, Potestivo, Chief Financial Credit Union

Is amplification of music or speakers planned or anticipated? ☑ YES ☐ NO

If yes, describe:

Stage, speakers, amplified music and podium

Will volunteer staff be provided to assist with safety, security and maintenance: ☑ YES ☐ NO

Will alcoholic beverages be served? ☐ YES ☑ NO

If yes, describe:

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

If yes, describe:

Will merchandise be sold? ☐ YES ☑ NO

If yes, describe:

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

Picnic Tables	☐ YES	☑ NO	If yes, number requested:
Trash Receptacles	☐ YES	☑ NO	If yes, number requested:
Dumpsters	☐ YES	☑ NO	If yes, number requested:
Electrical Connections	☐ YES	☑ NO	If yes, number requested:
Meter Bags	☐ YES	☑ NO	If yes, number requested:
Barricades	☑ YES	☐ NO	If yes, number requested: 4-5
Traffic Cones	☑ YES	☐ NO	If yes, number requested: 10-15
Other	☐ YES	☑ NO	If yes, number requested:

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

Describe:

We will need several police officers and on-call EMS

Will street closures be necessary? ☑ YES ☐ NO

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

Describe:

Closure of Diversion Street between 1st Street and South Street for the entirety of the race. Closures (partial) at 1st/Walnut, 2nd/Walnut, 3rd/Walnut, 4th/Walnut, W. University/Walnut, E.University/Riverwalk, 2nd Street/Riverwalk as well as Diversion St to MillSt/2nd Street from 7am-8:30 am. Please see attached memo of addtional route and highlighted Map

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

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

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

Booths ☑ YES ☐ NO

If yes, indicate number of booths and size of each.

Ten 10x10 Canopies in Chief Parking Lot

Tents ☐ YES ☑ NO

If yes, indicate number of tents and size of each.

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

Date: _____ *Time:* _____

Awnings ☐ YES ☑ NO

If yes, number of awnings and size of each:

Canopies ☐ YES ☑ NO

If yes, number of canopies and size of each:

Tables ☑ YES ☐ NO

If yes, number of tables and size of each:

20 tables, 8 ft rectangular each

Portable Restrooms ☑ YES ☐ NO

If yes, number of portable restrooms requested and locations:

6 on Chief Financial Credit Union parking lot (corner of Diversion Street)

Other Items Requested ☑ YES ☐ NO

If yes, describe:

Approval of use of color powder to be sprayed on runners over the grass located on the map.

52585 Dequindre Road, Rochester, MI 48307 voice 248.726.3190 fax 248.726.3192 rcs-foundation.org

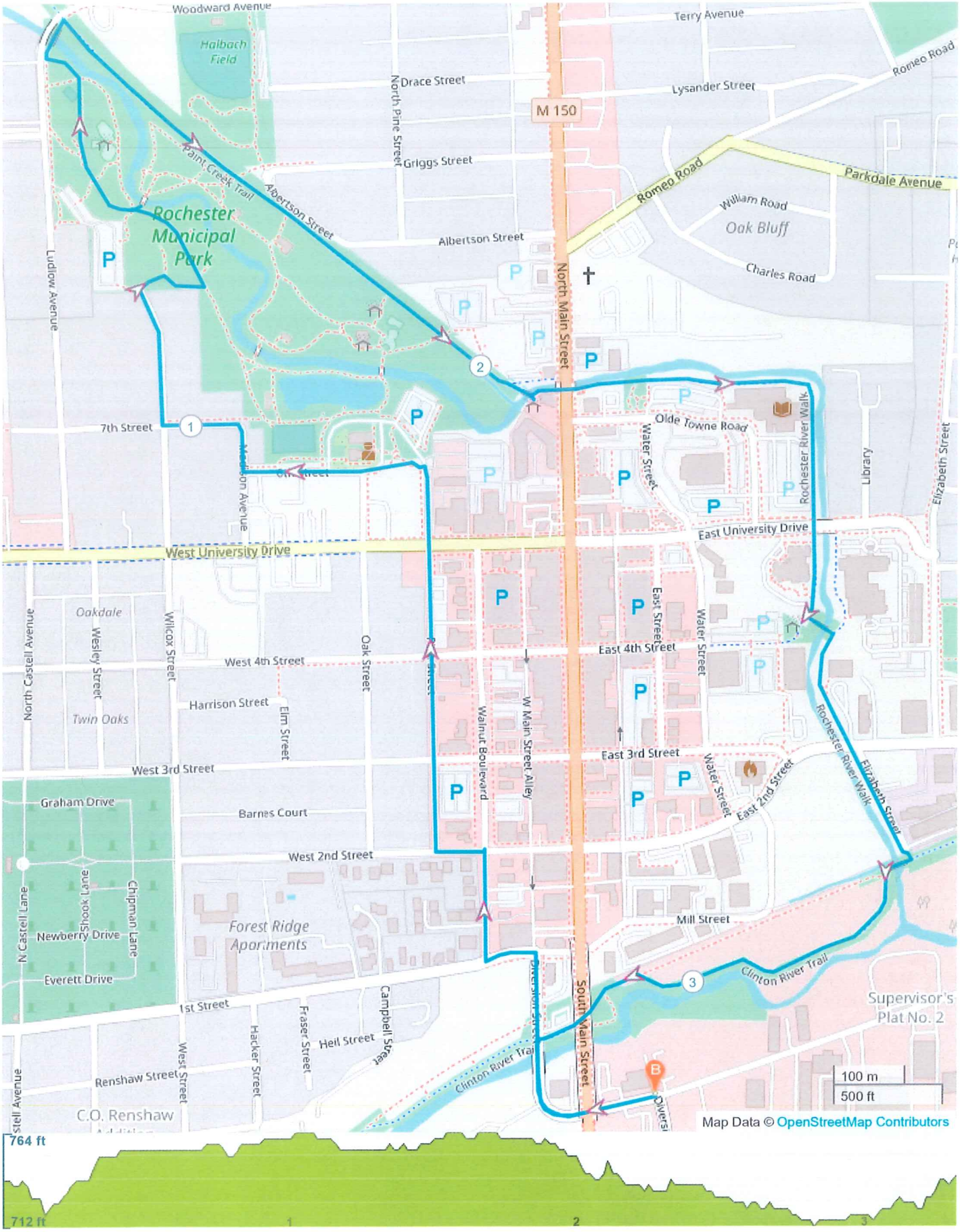
HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law the Rochester Community Schools Foundation, its officers, directors, employees, agents, contractors, volunteers, representatives and others working on behalf of the applicant/organizer of the event Is legally liable, and agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Rochester, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the applicant's/event organizer's activities permitted pursuant to its special event permit dates: **September 20, 2025** issued by the City of Rochester. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City Rochester, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Rochester.

Joann Beydoun, Director
Rochester Community Schools Foundation

Date: May 23, 2025

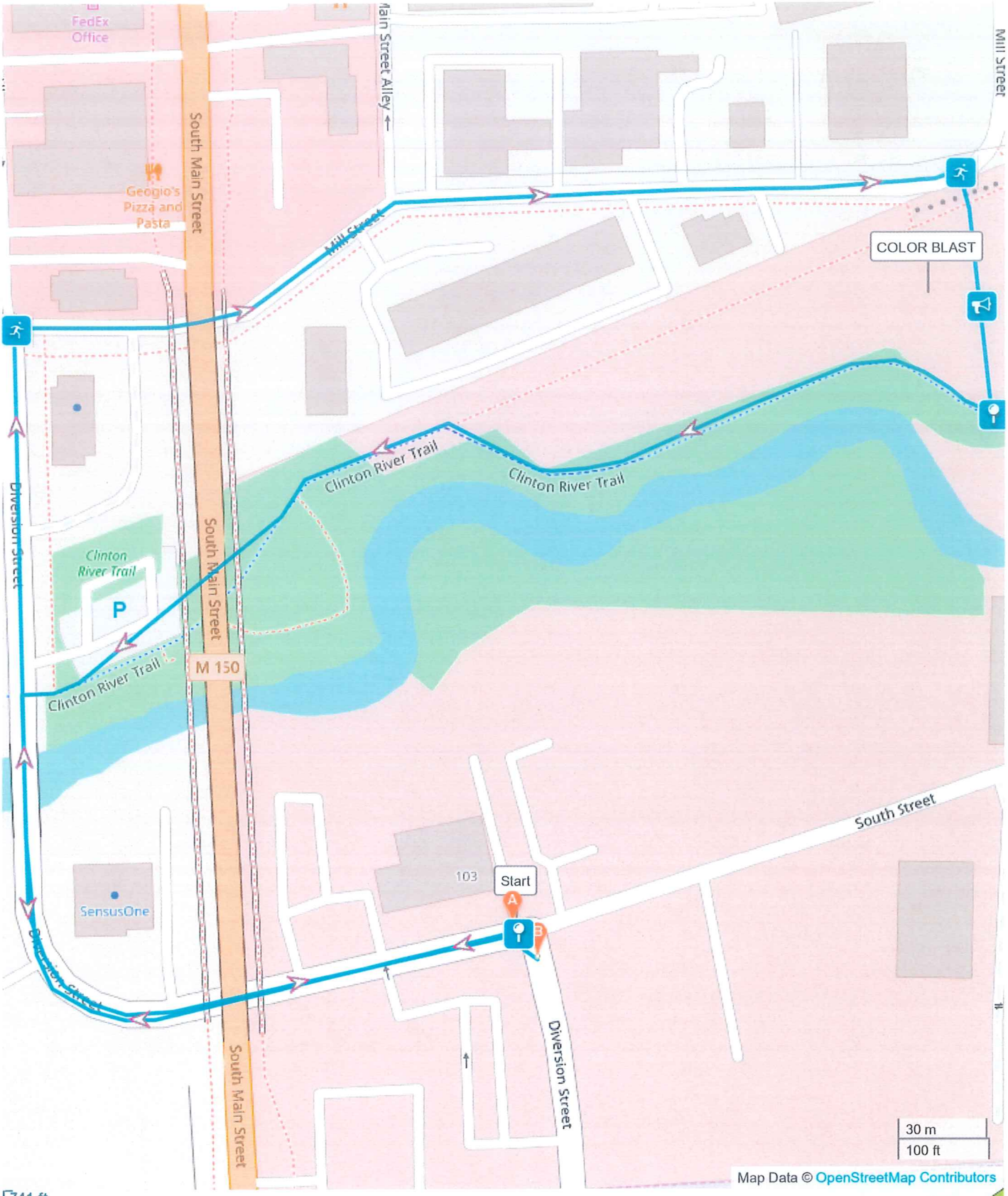
RCSF Hometown Hustle 5K

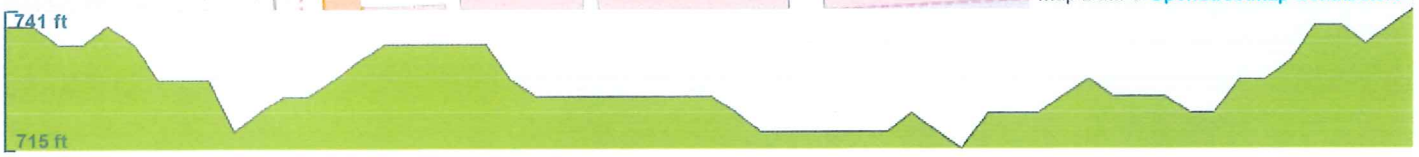


ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.002		Turn right onto Diversion Street
2	0.238		Turn left onto 1st Street
3	0.283		Turn sharp right onto Walnut Boulevard
4	0.380		Turn right onto West 2nd Street
5	0.423		Turn right onto Pine Street
6	0.916		Turn right onto Madison Avenue
7	1.023		Turn right onto Wilcox Street
8	1.145		Turn right
9	1.207		Turn sharp left
10	1.303		Turn right
11	1.306		Turn left
12	1.322		Keep right
13	1.495		Turn right
14	1.532		Turn sharp right onto Paint Creek Trail
15	2.054		Turn slight right
16	2.065		Turn right onto Rochester River Walk
17	2.510		Turn left onto Rochester River Walk
18	2.537		Turn right onto Rochester River Walk
19	2.750		Turn slight right onto Rochester River Walk
20	2.755		Turn right onto Clinton River Trail
21	3.049		Turn slight left onto Clinton River Trail
22	3.150		Turn left onto Diversion Street
23	3.315		Turn left
24	3.315		FINISH

RCSF 1-Mile Color Fun Run





ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.002	↘	Start Start on Diversion Street
2	0.238	→	Turn Right on to Mill Street
3	0.441	→	Turn Right
4	0.469		Doused with COLOR
5	0.491	↘	Right turn - Follow trail signs
6	0.886		FINISH

Google Maps Chief Financial Credit Union- Headquarters



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 50 ft

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 2 1 1995

ROCHESTER COMMUNITY SCHOOLS
FOUNDATION
C/O MELINDA CONWAY CALLAHAN
501 W UNIVERSITY DR
ROCHESTER, MI 48307

Employer Identification Number:
38-3269615
DLN:
17053170044006
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 684-3957

Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(3) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(3) organization.

Letter 947 (DO/CG)

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases

where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

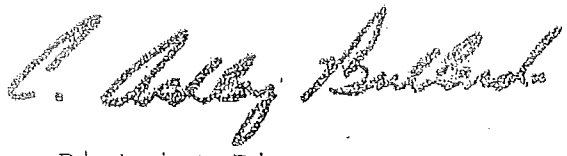
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

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: May 30, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Pride in the Park Event

Issue: Request to hold the Pride in the Park Event

Analysis: The First Congregational Church in Rochester has submitted a special event application to host the **Pride in the Park** event on Saturday, **June 21, 2025**, at 8 am to 6 pm. This includes set up and cleanup. The event will take place in the Municipal Park at the Kiwanis Pavilion and in adjacent spaces. There will be approximately 25 pop up canopies and one 20X40 tent erected. Crafts and food will be sold and there will also be music. The crowd will be estimated at approximately 500 individuals throughout the day. No walking paths will be blocked with tents/booths. Many of the vendors will be set up behind the Kiwanis's shelter and across the walking path from the shelter. There will be no parades or street closures.

The event application has been reviewed by department heads. The approximate costs will be $600 for police staffing and DPW cleanup. Liability insurance has been submitted. A hold harmless letter shall be submitted prior to the event.

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

Complete & sign this form and return to City of Rochester Police Chief along with a non-refundable check made to the City of Rochester
Application fee for first time event $150, 2nd and subsequent years $125

Date/Hours of Event: June 21, 2025	Date/Hours of Event: 8:00AM-6:00PM

Name of Event:
Pride in the Park-Rochester (5th Annual)

Description of Event:
This event is a celebratory event for the LGBTQIA+ community and allies. There will be booths set up for non-profit groups, business sponsors, craft vendors, and food trucks. Free pride bling and family friendly music will be a part of this festival.

Location Requested:
Kiwanis Pavilion and adjacent spaces

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

Date/Hours of Event: Event is from 12:00PM to 4:00PM

Date/Hours of Set-up and Tear Down: 8:00AM-12:00PM; tear down 4 to 6PM

Organization Name:
First Congregational Church-Pine Saint Social

Organization Address (include street address, city, state & zip):
1315 N. Pine St, Rochester, MI 48307

Organization Phone Number: 248-651-6225

Name of Contact Person and Phone Number: Rev Scott Cunningham and Virginia (Ginny) Patrick 248-259-7588

Contact Person E-Mail (must be provided): ginnypatrick10@gmail.com

On-Site Event Manager/Contact Person Name & Phone Number: Virginia (Ginny) Patrick 248-259-7588

ACKNOWLEDGEMENT

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

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

Virginia M Patrick	5-23-2025
Signature of Applicant	Date

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

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

Organization Type: ☐ Government ☑ Non-Profit ☐ For-Profit

List any additional Sponsors or Participants:

Multiple non-profit entities and local businesses are sponsoring this event.

Is this event a fundraiser? ☐ YES ☑ NO

If yes, indicate beneficiary information:

Is this the first time the event is being held in Rochester? ☐ YES ☑ NO

Describe:

Was this even previously held outside of Rochester? ☐ YES ☑ NO

Describe:

~~Total estimated attendance each day:~~

500 to 600 attendees

What parking arrangements will be necessary to accommodate attendance?

~~Describe:~~

Reserve some spaces in the parking lot for drop/off pick up during set up and tear down

Is amplification of music or speakers planned or anticipated? ☑ YES ☐ NO

~~If yes, describe:~~

Some family friendly rock/pop music will be played .

Will volunteer staff be provided to assist with safety, security and maintenance: ☑ YES ☐ NO

The organization will have one security person designed and 30 volunteers assisting with a first aid/water station and set-up

Will alcoholic beverages be served? ☐ YES ☑ NO

~~If yes, describe:~~

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

If yes, describe:

3 food trucks will be on site to provide food and beverages to attendees.

Will merchandise be sold? ☑ YES ☐ NO

If yes, describe:

Some vendors may sell some of their Pride gear, crafts, or baked goods.

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

Picnic Tables	☑ YES	☐ NO	If yes, number requested: 12
Trash Receptacles	☑ YES	☐ NO	If yes, number requested: 6
Dumpsters	☐ YES	☑ NO	If yes, number requested:
Electrical Connections	☑ YES	☐ NO	If yes, number requested: 2
Meter Bags	☐ YES	☑ NO	If yes, number requested:
Barricades	☐ YES	☑ NO	If yes, number requested:
Traffic Cones	☑ YES	☐ NO	If yes, number requested: 4 parking spaces
Other	☐ YES	☑ NO	If yes, number requested:

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

Describe:

Requesting one police officer to be available for any emergencies.

Will street closures be necessary? ☐ YES ☑ NO

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

Describe:

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

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

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

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

We will have approximately 25 10ft by 10 ft pop up canopies. We will have 1 20ft by 40Ft frame tents set up to provide additional shade/shelter. Memory Time Rentals is providing the large frame tent.

Tents ☑ YES ☐ NO
If yes, indicate number of tents and size of each.

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

Date: 6/20/2025 *Time:* 4:00PM

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

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

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

Approximately 20 2 by 8ft tables will be provided to booth sponsors.

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

1 porta potty will be placed next to the location of the existing bathroom.

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

Temporary Pride decorations, banners, and yard signs will be placed on the day of the event. All items will be removed after the event. The fence will be promptly inspected upon the completion on Friday, June 20 and taken down on Monday, June 23. A volunteer and rainbow repellent

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com
INSURED THE FIRST CONGREGATIONAL CHURCH OF ROCHESTER MICHIGAN 1315 N PINE ST ROCHESTER HILLS MI 48307-1134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Church Mutual Insurance Company, S.I. — 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	0049828 25-818631	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF ROCHESTER
400 6th Street
Rochester MI 48307-1400

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela J. Rushing

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WHY PRIDE IN 2025?

Celebrating Pride this year is especially important because it affirms the dignity, rights, and visibility of LGBTQ+ people at a time when those values continue to be challenged.

Across the world, we've seen both progress and setbacks—new protections in some places, but also rising discrimination, political backlash, and harmful legislation in others.

Pride is more than a celebration; it's a statement of solidarity, resilience, and resistance.

It's a place to find and to share the acceptance, inclusion and belonging we all deserve access to.

It honors the history of LGBTQ+ activism, commemorates the struggles and victories of the community, and reminds us all that equality, inclusion, and love are worth defending every day.

Showing up for Pride this year is a powerful way to say: everyone deserves to live and love freely, without fear.

Pine Saint Social:
We are a social justice outreach group involved in the local Rochester area. We raise awareness, educate, advocate and organize community activities to address social issues and promote equity, diversity and human rights.

This team is a non-profit group that is operated through the First Congregational Church of Rochester, United Church of Christ

celebrate love together

2025 Rochester Pride in the Park

JUNE 21, 2025

Saturday, 12:00 PM to 4:00 PM

Join us at Rochester Municipal Park, 400 6th St, Rochester, MI 48307.

For More Information:
prideintheparkrochester@gmail.com
or follow our Instagram
pinesaintsocial

2025 Rochester Event Calendar
Tentative Events

May 30,2025

Month	Time	Event	Location	Reviewed Department Heads	Reviewed City Manager	Council Approval	Costs
January							
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester	Yes	Yes	Yes	$ -
19	9am-11am	Frozen Paw 5K	Downtown Rochester	Yes	Yes	Yes	$ 2,600
February							
		No Events					
March							
15	1pm-11pm	Friends of Foster Kids Charity-Pre St. Patrick's Day	O'Connors	Yes	Yes	Yes	$ -
16	Noon-10pm	St. Baldrick's Fundraiser	Corner Bar	Yes	Yes	Yes	
17	7am-2am	Annual St. Patrick's Day Celebration	O'Connors	Yes	Yes	Yes	$ 250
April							
4	4pm-7pm	Haven Sexual Assault Awareness Month	Downtown Rochester	Yes	Yes	Yes	$ -
11,12,13	10am-5pm	Knights of Columbus Tootsie Roll Drive	Main/University	Yes	Yes	Yes	$ -
May							
5	1pm-9pm	Cinco de Mayo	D'Marcos	Yes	Yes	Yes	
10	Noon-3 pm	Detroit Dachshund Club Walk Fundraiser	Paint Creek Trail	Yes	Yes	Yes	$ -
24	6:30am-5 pm	Heritage Car Show	Municipal Park	Yes	Yes	Yes	$ -
June							
2	All Day	Gun Violence Awareness Month (June)	Downtown Rochester	Yes	Yes	Yes	
7	8am-10am	OPC 5KRun/Walk-Meals for Wheels	Clinton River Trail	Yes	Yes	Yes	$ -
8	7am-12pm	Bark & Brew 5K Run	Municipal Park	Yes	Yes	Yes	
12	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	
19	7pm-9pm	Movies in the Park	Municipal Park	Yes	Yes	Yes	$ -
21	10am-6pm	Makers Market	W. Fourth Street	Yes	Yes	Yes	$ 500
21	8am-6pm	Pride in the Park-Rochester	Municipal Park	Yes			
26	6 pm-9 pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
26	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
July							

3	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
10	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
10	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
13	6pm-8pm	Uplifting Music in the Park	Bandshell	Yes	Yes	Yes	$ -
17	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
17-19	10am-9pm	Sidewalk Sales	Downtown Rochester	Yes	Yes		
19	6:30pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
18	6pm-9pm	Dancin in the Street	Downtown Rochester	Yes	Yes		
24	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
24	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
26	6am-11am	Woodhouse 5K-New Day	Municipal Park	Yes	Yes	Yes	$ 750
26	6:30 pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
27	11am-3pm	Italian Happening Car Show	Municipal Park	Yes	Yes	Yes	$ 2,750
31	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes		
August							
2	3pm-6pm	Roman James Foundation Fun Run 2025	Municipal Park	Yes	Yes	Yes	$ -
2	6:30pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
9	6am-2pm	Detroit Congenital Heart Walk	Municipal Park	Yes	Yes	Yes	$ -
10	5am-5pm	Rockin Rods	Walnut Street	Yes	Yes	Yes	$ 850
16	12pm-5pm	Music in the Park	Lions Park	Yes	Yes	Yes	
24	6am-4pm	Family Praise and Picnic in the Park	Municipal Park	Yes	Yes	Yes	$ 250
28	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	
September							
5-7	10am-6pm	Art & Apples	Municipal Park	Yes	Yes	Yes	
20	8am-11am	Hometown Hustle	Downtown Rochester	Yes	No	No	
28	9:30am-12:30pm	Detroit POTS 5K	Municipal Park	Yes	Yes	Yes	
October							
2	TBD	Rochester Posed	Downtown Rochester	No			
5	8:30 am-11 am	Scare Away Hunger 5K & Family Fun Run	Municipal Park	Yes	Yes	Yes	$ 600
18	TBD	Trick-or-Treat & Halloween Fest	Downtown Rochester	No			
18	9 am-12:30 am	Making Strides Against Breast Cancer	Municipal Park	Yes	Yes	Yes	$ 360
November							
24	6pm-9pm	Lagniappe	Main Street	No			

December							
5-6	TBD	Kris Kringle Market	Downtown Rochester				
7	2pm-4pm	Christmas Parade	Downtown Rochester				

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: May 30,2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: St. John Lutheran Church Mobile Pantry

Issue: Request to hold the St. John Lutheran Church Mobile Pantry Event

Analysis:The St. John Lutheran Church and Schools has submitted an event application to host the St. John Lutheran Church Mobile Pantry event every other Thursday from 10 am to noon across from the Freege. The event will continue every other Thursday until weather permits otherwise. They will provide non-perishable foods to those in need.

There will be no costs to host this event. Proof of liability insurance and a hold harmless agreement shall be provided once approved.

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

Complete & sign this form and return to City of Rochester Police Chief along with a non-refundable check made to the City of Rochester
Application fee for first time event $150, 2nd and subsequent years $125

Date/Hours of Event:

Date/Hours of Event:

Name of Event:
St. John Lutheran Church Mobile Pantry

Description of Event:
Free non-perishable food items to those in need.

Location Requested:
RPD - back lot

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

Date/Hours of Event: Every other Thursday 10am-12pm

Date/Hours of Set-up and Tear Down:

Organization Name:
St. John Lutheran Church + School

Organization Address (include street address, city, state & zip):
1011 W. University Dr. Rochester, MI 48307

Organization Phone Number: 248.402.8000

Name of Contact Person and Phone Number: Jennie Eller 248.402.8087

Contact Person E-Mail (must be provided): Jeller@stjohnrochester.org

On-Site Event Manager/Contact Person Name & Phone Number: Jennie Eller
248.840.4286 (Cell)

ACKNOWLEDGEMENT

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

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

Signature of Applicant

May 28, 2025
Date

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

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

Organization Type: ☐ Government ☑ Non-Profit ☐ For-Profit

List any additional Sponsors or Participants:

Is this event a fundraiser? ☐ YES ☑ NO
If yes, indicate beneficiary information:

Is this the first time the event is being held in Rochester? ☐ YES ☑ NO
Describe:

Was this even previously held outside of Rochester? ☐ YES ☑ NO
Describe:

Total estimated attendance each day:
10

What parking arrangements will be necessary to accommodate attendance?
Describe:
Parking space for trailer + towing Vehicle

Is amplification of music or speakers planned or anticipated? ☐ YES ☑ NO
If yes, describe:

Will volunteer staff be provided to assist with safety, security and maintenance: ☑ YES ☐ NO

Will alcoholic beverages be served? ☐ YES ☑ NO
If yes, describe:

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

If yes, describe:

Will merchandise be sold? ☐ YES ☑ NO

If yes, describe:

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

Picnic Tables	☐ YES	☑ NO	If yes, number requested: _____
Trash Receptacles	☐ YES	☑ NO	If yes, number requested: _____
Dumpsters	☐ YES	☑ NO	If yes, number requested: _____
Electrical Connections	☐ YES	☑ NO	If yes, number requested: _____
Meter Bags	☐ YES	☑ NO	If yes, number requested: _____
Barricades	☐ YES	☑ NO	If yes, number requested: _____
Traffic Cones	☐ YES	☑ NO	If yes, number requested: _____
Other	☐ YES	☑ NO	If yes, number requested: _____

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

Describe:

Will street closures be necessary? ☐ YES ☑ NO

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

Describe:

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

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

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

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

Tents ☐ YES ☑ NO
If yes, indicate number of tents and size of each.

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

Date: _____ *Time:* _____

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

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

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

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

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

ST. JOHN LUTHERAN CHURCH & SCHOOL

ONE IN JESUS. REACHING MANY

To the fullest extent permitted by the St. John Lutheran Church & School Mobile Pantry its officers, directors, employees, agents, contractors, volunteers, representatives, and others working of behalf of the applicant | organizer of the event. St. John Lutheran Church & School Mobile Pantry is legally liable, agrees to be responsible for any liability, defend, pay on behalf of the City of Rochester against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the applicant's / event organizer's activities permitted pursuant to its special event permit dates: every other Thursday beginning June 12 – August 28, 2025 issued by the City of Rochester. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Rochester, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Rochester.

Pastor Tyler Cronkright
Associate Pastor of Discipleship
St. John Lutheran Church & School

Signature 6-2-2025 Date

Jennie Eller
Director of Missions & Outreach
St. John Lutheran Church & School

Signature June 2, 2025 Date

Authorized representative(s) of St. John Lutheran Church & School

2025 Rochester Event Calendar
Tentative Events

5-Jun-25

Month	Time	Event	Location	Reviewed Department Heads	Reviewed City Manager	Council Approval	Costs
January							
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester	Yes	Yes	Yes	$ -
19	9am-11am	Frozen Paw 5K	Downtown Rochester	Yes	Yes	Yes	$ 2,600
February							
		No Events					
March							
15	1pm-11pm	Friends of Foster Kids Charity-Pre St. Patrick's Day	O'Connors	Yes	Yes	Yes	$ -
16	Noon-10pm	St. Baldrick's Fundraiser	Corner Bar	Yes	Yes	Yes	
17	7am-2am	Annual St. Patrick's Day Celebration	O'Connors	Yes	Yes	Yes	$ 250
April							
4	4pm-7pm	Haven Sexual Assault Awareness Month	Downtown Rochester	Yes	Yes	Yes	$ -
11,12,13	10am-5pm	Knights of Columbus Tootsie Roll Drive	Main/University	Yes	Yes	Yes	$ -
May							
5	1pm-9pm	Cinco de Mayo	D'Marcos	Yes	Yes	Yes	
10	Noon-3 pm	Detroit Dachshund Club Walk Fundraiser	Paint Creek Trail	Yes	Yes	Yes	$ -
24	6:30am-5 pm	Heritage Car Show	Municipal Park	Yes	Yes	Yes	$ -
June							
2	All Day	Gun Violence Awareness Month (June)	Downtown Rochester	Yes	Yes	Yes	
7	8am-10am	OPC 5KRun/Walk-Meals for Wheels	Clinton River Trail	Yes	Yes	Yes	$ -
8	7am-12pm	Bark & Brew 5K Run	Municipal Park	Yes	Yes	Yes	
12	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	
12	10am-noon	St. John Luterean Mobile Pantry	Municipal Park	Yes	Yes		
19	7pm-9pm	Movies in the Park	Municipal Park	Yes	Yes	Yes	$ -
21	10am-6pm	Makers Market	W. Fourth Street	Yes	Yes	Yes	$ 500
21	8am-6pm	Pride in the Park-Rochester	Municipal Park	Yes	Yes		
26	6 pm-9 pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
26	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -

July							
3	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
10	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
10	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
13	6pm-8pm	Uplifting Music in the Park	Bandshell	Yes	Yes	Yes	$ -
17	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
17-19	10am-9pm	Sidewalk Sales	Downtown Rochester	Yes	Yes		
19	6:30pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
18	6pm-9pm	Dancin in the Street	Downtown Rochester	Yes	Yes		
24	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	$ -
24	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	$ -
26	6am-11am	Woodhouse 5K-New Day	Municipal Park	Yes	Yes	Yes	$ 750
26	6:30 pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
27	11am-3pm	Italian Happening Car Show	Municipal Park	Yes	Yes	Yes	$ 2,750
31	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes		
August							
2	3pm-6pm	Roman James Foundation Fun Run 2025	Municipal Park	Yes	Yes	Yes	$ -
2	6:30pm-11:30pm	Movies in the Moonlight	East Parking Deck	Yes	Yes	Yes	$ -
9	6am-2pm	Detroit Congenital Heart Walk	Municipal Park	Yes	Yes	Yes	$ -
10	5am-5pm	Rockin Rods	Walnut Street	Yes	Yes	Yes	$ 850
16	12pm-5pm	Music in the Park	Lions Park	Yes	Yes	Yes	
24	6am-4pm	Family Praise and Picnic in the Park	Municipal Park	Yes	Yes	Yes	$ 250
28	6pm-9pm	Music in the Park	Lions Park	Yes	Yes	Yes	
September							
5-7	10am-6pm	Art & Apples	Municipal Park	Yes	Yes	Yes	
20	8am-11am	Hometown Hustle	Downtown Rochester	Yes	No	No	
28	9:30am-12:30pm	Detroit POTS 5K	Municipal Park	Yes	Yes	Yes	
October							
2	TBD	Rochester Posed	Downtown Rochester	No			
5	8:30 am-11 am	Scare Away Hunger 5K & Family Fun Run	Municipal Park	Yes	Yes	Yes	$ 600
18	TBD	Trick-or-Treat & Halloween Fest	Downtown Rochester	No			
18	9 am-12:30 am	Making Strides Against Breast Cancer	Municipal Park	Yes	Yes	Yes	$ 360
November							
24	6pm-9pm	Lagniappe	Main Street	No			

December							
5-6	TBD	Kris Kringle Market	Downtown Rochester				
7	2pm-4pm	Christmas Parade	Downtown Rochester				

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
05/22/2025	1163(E)	BLUE CROSS BLUE SHIELD OF MICH	BLUE CROSS BLUE SHIELD OF MICH	BCBS 44292/600 6.1.25 - 6.30.25 MEDI	16,922.80
05/22/2025	140587	AJAX HUGHES	AJAX HUGHES	DECK ART#159	25.00
05/22/2025	140588	ALYSSA NEIL	ALYSSA NEIL	DECK ART #274	60.00
05/22/2025	140589	AMELIA MEIER	AMELIA MEIER	DECK ART #248	200.00
05/22/2025	140590	AMERICAN SPEEDY PRINTING	AMERICAN SPEEDY PRINTING	BUSINESS CARDS FOR MCCLURE	75.00
05/22/2025	140591	AMY SMITH	AMY SMITH	DECK ART #354	150.00
05/22/2025	140592	ANTHONY MOGGIO	ANTHONY MOGGIO	TRAVEL REIMBURSEMENT 5-1, 5-2, 5-13,	621.06
05/22/2025	140593	ANTON FISCELLI	ANTON FISCELLI	DECK ART #114	75.00
05/22/2025	140594	ASPEN ERET	ASPEN ERET	DECK ART #106	225.00
05/22/2025	140595	ATS PROCESSING SERVICES LLC	ATS PROCESSING SERVICES LLC	REFUND OVERPAYMENT FOR PT 2302446	138.25
05/22/2025	140596	BARCO PRODUCTS COMPANY	BARCO PRODUCTS COMPANY	ARMRESTS FOR BENCH	164.07
05/22/2025	140597	BAUS BARBER	BAUS BARBER	REDEEMED GIFT CERTIFICATES	25.00
05/22/2025	140598	BIDCORP.COM, INC.	BIDCORP.COM, INC.	BIDCORP - APRIL INV ARROW TR,BRUSH H	105.25
05/22/2025	140599	BIZZY BUZZ ARTISAN MARKET	BIZZY BUZZ ARTISAN MARKET	REDEEMED GIFT CERTIFICATES	50.00
05/22/2025	140600	BLOOMINGDALE HOMES INC	BLOOMINGDALE HOMES INC	BD Bond Refund	1,500.00
05/22/2025	140601	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK HMO 00129741 01 6	11,248.42
05/22/2025	140602	BRANDON FAUROTE	BRANDON FAUROTE	DECK ART #109	250.00
05/22/2025	140603	CB ASPHALT PAVING	CB ASPHALT PAVING	BD Bond Refund	1,500.00
05/22/2025	140604	CERTASITE, LLC	CERTASITE, LLC	DPW NEW FIRE EXTINGUISHER FOR ADMIN	643.58
			CERTASITE, LLC	WATER TREATMENT PLANT ANNUAL FIRE EX	158.80
					802.38
05/22/2025	140605	CLAIRE COPPINS	CLAIRE COPPINS	DECK ART #75	30.00
05/22/2025	140606	CLEO KARCZEWSKI	CLEO KARCZEWSKI	DECK ART #172	125.00
05/22/2025	140607	D'MARCOS ITALIAN RESTAURANT	D'MARCOS ITALIAN RESTAURANT	REDEEMED GIFT CERTIFICATES	830.00
05/22/2025	140608	DARWIN MAMASSIAN	DARWIN MAMASSIAN	MARKET MUSIC MAY 24	75.00
05/22/2025	140609	DAVEY TREE EXPERT COMPANY	DAVEY TREE EXPERT COMPANY	TREE TRIMMING - (LOCALS) 1060 HEMLOC	2,145.00
05/22/2025	140610	DAVID PRESCOTT	DAVID PRESCOTT	DECK ART #309	250.00
05/22/2025	140611	DECLAN COLE	DECLAN COLE	DECK ART #69	151.00
05/22/2025	140612	DELANEY PULIDO	DELANEY PULIDO	DECK ART #312	250.00
05/22/2025	140613	DESSERT OASIS LLC	DESSERT OASIS LLC	REDEEMED GIFT CERTIFICATES	50.00
05/22/2025	140614	DILLMAN & UPTON	DILLMAN & UPTON	CRT WASHOUT - MATERIALS FOR REPAIR.	65.48
			DILLMAN & UPTON	SIGNS MAINTENANCE MATERIALS- NUTS	5.00
			DILLMAN & UPTON	CRT WASHOUT - MATERIALS FOR REPAIR.	(14.27)
					56.21
05/22/2025	140615	DUKE'S ROOT CONTROL	DUKE'S ROOT CONTROL	CONTRACTED SEWER MAINTENANCE-ROOT CC	12,795.72
05/22/2025	140616	ENVIRONMENTAL WOOD SOLUTIONS	ENVIRONMENTAL WOOD SOLUTIONS	WOOD CHIPS DUMP CHARGE	24.40
05/22/2025	140617	ERNIE'S ON THE CREEK	ERNIE'S ON THE CREEK	REDEEMED GIFT CERTIFICATES	300.00
05/22/2025	140618	GABRIELLA ARANGO	GABRIELLA ARANGO	DECK ART #8	45.00
05/22/2025	140619	GEORGIO'S PIZZA & PASTA	GEORGIO'S PIZZA & PASTA	REDEEMED GIFT CERTIFICATES	50.00
05/22/2025	140620	GIVE THANKS BAKERY & CAFE	GIVE THANKS BAKERY & CAFE	REDEEMED GIFT CERTIFICATES	100.00
05/22/2025	140621	GREAT AMERICA FINANCIAL SVCS	GREAT AMERICA FINANCIAL SVCS	(INV. 39233953) COPIER, PRINTING CC	2,147.78
05/22/2025	140622	GUNNERS METERS & PARTS, INC.	GUNNERS METERS & PARTS, INC.	WATER DISTRIBUTION MAINTENANCE MATEF	752.00
05/22/2025	140623	HARPER THOMPSON	HARPER THOMPSON	DECK ART #386	45.00
05/22/2025	140624	ISLA NEWELL	ISLA NEWELL	DECK ART #227	50.00
05/22/2025	140625	JEANINE OFFER	JEANINE OFFER	REFUND OF EXPENSES FOR MICRO FORREST	108.25
05/22/2025	140626	JESSICA PARMAN	JESSICA PARMAN	DECK ART #419	35.00
05/22/2025	140627	KELLER THOMA	KELLER THOMA	APRIL 2025 GENERAL MATTERS INVOICE I	170.00
05/22/2025	140628	KRUSE AND MUER ON MAIN	KRUSE AND MUER ON MAIN	REDEEMED GIFT CERTIFICATES	2,180.00
05/22/2025	140629	KRYSIA'S KITCHEN	KRYSIA'S KITCHEN	MARKET BUCKS 5/17	10.00
05/22/2025	140630	LEO DONG	LEO DONG	DECK ART #92	30.00
05/22/2025	140631	LIAM AMMON	LIAM AMMON	DECK ART #6	25.00
05/22/2025	140632	LINDSAY SKOWRONEK	LINDSAY SKOWRONEK	DECK ART #348	150.00
05/22/2025	140633	LUKE TUSKENIS	LUKE TUSKENIS	DECK ART #389	333.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
05/22/2025	140634	MADISON UHLENHAKE	MADISON UHLENHAKE	DECK ART #390	75.00
05/22/2025	140635	MCKENNA ASSOCIATES	MCKENNA ASSOCIATES	PROFESSIONAL SERVICES APRIL 2025	3,230.00
05/22/2025	140636	MICHIGAN ASPHALT INC	MICHIGAN ASPHALT INC	BD Bond Refund	1,500.00
05/22/2025	140637	NOVEL: A BOOK AND SANDWICH SHC	NOVEL: A BOOK AND SANDWICH SHC	REDEEMED GIFT CERTIFICATES	100.00
05/22/2025	140638	PALAZZOLO BROS OF OAKLAND LLC	PALAZZOLO BROS OF OAKLAND LLC	BD Bond Refund	1,500.00
05/22/2025	140639	PETERSON BROTHERS LLP	PETERSON BROTHERS LLP	BD Bond Refund	1,500.00
05/22/2025	140640	PURE GREEN	PURE GREEN	REDEEMED GIFT CERTIFICATES	30.00
05/22/2025	140641	QUALITY BUSINESS ENGRAVING	QUALITY BUSINESS ENGRAVING	NAME PLATE MISSY PLESZ DDA	28.00
05/22/2025	140642	RACHAEL SITAREK	RACHAEL SITAREK	DECK ART #345	80.00
05/22/2025	140643	ROCHESTER CHOP HOUSE AND	ROCHESTER CHOP HOUSE AND	REDEEMED GIFT CERTIFICATES	885.00
05/22/2025	140644	ROCHESTER SIGN SHOP, INC.	ROCHESTER SIGN SHOP, INC.	CITY HALL SIGNS - 2 ALUMINUM SIGNS W	350.00
05/22/2025	140645	ROCHESTER SPORTSCARD	ROCHESTER SPORTSCARD	REDEEMED GIFT CERTIFICATES	1,055.00
05/22/2025	140646	S & J PLUMBING	S & J PLUMBING	BD Bond Refund	1,500.00
05/22/2025	140647	SALON 429	SALON 429	REDEEMED GIFT CERTIFICATES	100.00
05/22/2025	140648	SANDY ESCALANTE	SANDY ESCALANTE	DECK ART #94	100.00
05/22/2025	140649	SHARKAR FARM	SHARKAR FARM	DUFB REIMBURSEMENT	16.00
			SHARKAR FARM	EBT REIMBURSEMENT	1.00
			SHARKAR FARM	MARKET BUCKS 5/17	10.00
					27.00
05/22/2025	140650	SPENCER OIL COMPANY	SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	2,206.32
			SPENCER OIL COMPANY	DYED DIESEL FUEL 400.8 GAL DELIVERED	974.82
					3,181.14
05/22/2025	140651	STEVEN KOVACH	STEVEN KOVACH	DECK ART #187	250.00
05/22/2025	140652	TOTAL ASPHALT PAVING INC	TOTAL ASPHALT PAVING INC	BD Bond Refund	1,500.00
05/22/2025	140653	VIVIENNE BARNETT	VIVIENNE BARNETT	DECK ART #12	50.00
05/22/2025	140654	XIRUI LIU	XIRUI LIU	DECK ART #214	27.00
05/23/2025	1156(A)	FIFTH THIRD BANK	FIFTH THIRD BANK	APRIL 2025 FIFTH THIRD STATEMENT	52,064.35
05/27/2025	1157(A)	CONTRACTORS CONNECTION INC.	CONTRACTORS CONNECTION INC.	DPW TOOLS & SAFETY EQUIPMENT - SAFET	759.45
			CONTRACTORS CONNECTION INC.	DPW TOOLS & SAFETY EQUIPMENT - EAR M	387.00
					1,146.45
05/27/2025	1158(A)	CORE & MAIN LP	CORE & MAIN LP	WATER DISTRIBUTION MAINTENANCE MATEF	36.75
05/27/2025	1159(A)	ENTERPRISE FM TRUST	ENTERPRISE FM TRUST	CITY HALL ELECTRIC VEHICLE LEASE VEF	484.34
05/27/2025	1160(A)	PULLMAN SST INC	PULLMAN SST INC	FOR AEW PROJ# 0270-0192 BRIDGE MAINT	31,142.70
05/27/2025	1161(A)	SUN LIFE FINANCIAL	SUN LIFE FINANCIAL	SUNLIFE POLICY# 934649 ACCT 0002 JUN	12,018.08
05/27/2025	1162(A)	TK ELEVATOR	TK ELEVATOR	MAINTENANCE CONTRACT FOR CITY HALL &	449.56

A1 TOTALS:

Total of 76 Checks:	171,860.96
Less 0 Void Checks:	0.00
Total of 76 Disbursements:	171,860.96

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
05/29/2025	1168(E)	MERS	MERS	MERS PAYMENT APRIL 2025	94,444.93
05/29/2025	140655	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY	ABSOPURE SPR 5GAL AND BOTTLE DEPOSIT	13.90
			ABSOPURE WATER COMPANY	ABSOPURE DIS 5GAL AND BOTTLE DEPOSIT	79.20
					93.10
05/29/2025	140656	ANDERSON, ECKSTEIN AND	ANDERSON, ECKSTEIN AND	PROJ 0270-0214-0 PROF SERVICES 4/7/	2,437.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0216-0 PRO SERVICES 4/7/2C	153.00
			ANDERSON, ECKSTEIN AND	PROJ 0270-0213-0 PRO SERVICES 4/7/2	535.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0212-0 PRO SERVICES 4/7/2C	126.00
			ANDERSON, ECKSTEIN AND	PROJ 0270-0210-0 PRO SERVICES 4/7/2	229.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0209-0 PRO SERVICES 4/7/2C	7,769.60
			ANDERSON, ECKSTEIN AND	PROJ 0270-0208-0 PRO SERVICES 4/7/2	535.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0207-0 PRO SERVICES 4/7/2	775.20
			ANDERSON, ECKSTEIN AND	PROJ 0270-0205-0 PRO SERVICES 4/7/2C	385.20
			ANDERSON, ECKSTEIN AND	PROJ 0270-0203-0 PRO SERVICES 4/7/2C	229.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0196-0 PRO SERVICES 4/7/2C	315.00
			ANDERSON, ECKSTEIN AND	PROJ 0270-0194-0 PRO SERVICES 4/7/2C	138.60
			ANDERSON, ECKSTEIN AND	PROJ 0270-0192-0 PRO SERVICES 4/7/2C	93.00
			ANDERSON, ECKSTEIN AND	PROJ 0270-0191-0 PRO SERVICES 4/7/2C	768.90
			ANDERSON, ECKSTEIN AND	PROJ 0270-0181-0 PRO SERVICES 4/7/2C	229.50
					14,721.50
05/29/2025	140657	ANDERSON, ECKSTEIN AND	ANDERSON, ECKSTEIN AND	PROJ 0270-0115-0 CUMBERLAND RIDGE PA	229.50
			ANDERSON, ECKSTEIN AND	PROJ 0270-0111-0 RIVERFRONT PLACE PF	762.00
					991.50
05/29/2025	140658	APARTMENT SERVICES CO.	APARTMENT SERVICES CO.	MT AVON CEMETERY LAWN MAINTENANCE -	6,890.63
05/29/2025	140659	APPLIED CAPITAL	APPLIED CAPITAL	COPIER LEASE	1,225.80
05/29/2025	140660	APPLIED INNOVATION	APPLIED INNOVATION	PRINTING	16.64
05/29/2025	140661	ASCENSION MICHIGAN EMPLOYER SC	ASCENSION MICHIGAN EMPLOYER SC	PRE EMPLOYMENT PHYSICAL DPW DOT'S AN	839.00
			ASCENSION MICHIGAN EMPLOYER SC	PRE EMPLOYMENT SEASONAL PHYSICAL SET	106.00
			ASCENSION MICHIGAN EMPLOYER SC	PRE EMPLOYMENT SEASONAL PHYSICAL SET	120.00
					1,065.00
05/29/2025	140662	AUGER KLEIN ALLER ARCHITECTS IA	AUGER KLEIN ALLER ARCHITECTS IA	ARCHITECTURAL SERVICES	8,062.17
05/29/2025	140663	AVERY MILLER	AVERY MILLER	DECK ART #51	150.00
05/29/2025	140664	BENDZINSKI & CO.MUNICIPAL FIN	BENDZINSKI & CO.MUNICIPAL FIN	2025 CAPITAL BOND	24,850.00
05/29/2025	140665	BOB GENTER	BOB GENTER	MARKET MUSIC 5/31	75.00
05/29/2025	140666	CAMELIA KRENEK	CAMELIA KRENEK	BULK MAIL DELIVERY 2025 1ST QUARTER	40.04
			CAMELIA KRENEK	BULK MAIL DELIVERY FROM 7.29.24-12.2	80.60
			CAMELIA KRENEK	BULK MAIL DELIVERY 1/24-6/24 (6 MONT	84.15
					204.79
05/29/2025	140667	CERTASITE, LLC	CERTASITE, LLC	FIRE EXTINGUISHER INSPECTIONS	508.63
05/29/2025	140668	CHARLES SIBERT	CHARLES SIBERT	JUNE STUDIO LEASE AND QUARTERLY WATE	2,870.49
05/29/2025	140669	CHRISTINA M. PARRISH	CHRISTINA M. PARRISH	RYPA BOTTLES	29.15
05/29/2025	140670	CIVICSMART PARKING TECH, INC	CIVICSMART PARKING TECH, INC	PEMS MARCH	3,833.50
05/29/2025	140671	CONSUMERS ENERGY	CONSUMERS ENERGY	JUNE 2025 CONSUMERS ENERGY	1,998.40
05/29/2025	140672	CREATIVE SERVICES OF NEW	CREATIVE SERVICES OF NEW	JUNIOR POLICE BADGES	1,978.90
05/29/2025	140673	CRYSTAL BRITTON	CRYSTAL BRITTON	DECK ART #44	30.00
05/29/2025	140674	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	CITY HALL WATER SOFTENER CHARGES 5/	85.00
05/29/2025	140675	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	CITY HALL WATER SOFTENER - SOLAR 40	24.50

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
05/29/2025	140676	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	254.00
05/29/2025	140677	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	209.50
05/29/2025	140678	CYNERGY PRODUCTS	CYNERGY PRODUCTS	RADIO SHUT OFF-69	165.50
05/29/2025	140679	DESSERT OASIS LLC	DESSERT OASIS LLC	REDEEMED GIFT CERTIFICATES	100.00
05/29/2025	140680	DTE ENERGY	DTE ENERGY	DTE JUNE 2025	4,381.56
05/29/2025	140681	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	1,856.54
05/29/2025	140682	ENVIRONMENTAL WOOD SOLUTIONS	ENVIRONMENTAL WOOD SOLUTIONS	WOOD CHIPS DUMP CHARGE	20.20
05/29/2025	140683	FRIENDS OF CLINTON RIVER TRAIL	FRIENDS OF CLINTON RIVER TRAIL	HALF-PAGE ADVERTISEMENT IN MI TRAIL	270.83
05/29/2025	140684	GIVE THANKS BAKERY & CAFE	GIVE THANKS BAKERY & CAFE	REDEEMED GIFT CERTIFICATES	100.00
05/29/2025	140685	GRAPHIC SCIENCES, INC	GRAPHIC SCIENCES, INC	SCANNING OF BUILDING ARCHIVES	2,175.63
05/29/2025	140686	GREAT LAKES WATER AUTHORITY	GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTEWATER CHARGES FOR MA	3,896.70
			GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTEWATER CHARGES FOR MA	3,896.70
					7,793.40
05/29/2025	140687	J & H TRANSPORTATION, INC	J & H TRANSPORTATION, INC	TOPSOIL FOR MAJORS, LOCALS, PARKS, &	1,189.00
			J & H TRANSPORTATION, INC	TOPSOIL FOR MAJORS, LOCALS, PARKS, &	877.50
					2,066.50
05/29/2025	140688	JUCHAN LEE	JUCHAN LEE	DECK ART #201	55.00
05/29/2025	140689	JULIE CZERWINSKI	JULIE CZERWINSKI	LANDSCAPE MAINTENANCE	230.00
05/29/2025	140690	KENNETH CAZABON	KENNETH CAZABON	BIKE SHOES	63.59
05/29/2025	140691	KUMARAN FARMS	KUMARAN FARMS	EBT REIMBURSEMENT	21.00
05/29/2025	140692	LAWNWORKS, INC.	LAWNWORKS, INC.	SPRING PLANTERS	10,420.00
			LAWNWORKS, INC.	MULCH	3,404.50
					13,824.50
05/29/2025	140693	MADELYN HICHME	MADELYN HICHME	DECK ART #130	100.00
05/29/2025	140694	MATTINA, KENT & GIBBONS, P.C.	MATTINA, KENT & GIBBONS, P.C.	NON-PROFIT TAX RETURN PREPARATION	125.00
05/29/2025	140695	MICHIGAN CHANDELIER CO.	MICHIGAN CHANDELIER CO.	BUILDING MAINTENANCE	50.07
05/29/2025	140696	MORLEY CANDY MAKERS	MORLEY CANDY MAKERS	REDEEMED GIFT CERTIFICATES	110.00
05/29/2025	140697	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	EXPRESS & BILL'S BEST EXTERIOR WASH	24.00
05/29/2025	140698	NICHOLS PAPER & SUPPLY CO	NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR CITYHALL/POI	879.78
			NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR PARKS- TOII	73.08
			NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR PARKS/DPW-	256.54
					1,209.40
05/29/2025	140699	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	WIPER 57	78.90
05/29/2025	140700	OAKLAND COMMUNITY COLLEGE	OAKLAND COMMUNITY COLLEGE	SMALL AGENCY DISCOUNT PROGRAM	3,648.75
05/29/2025	140701	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	CLINTON OAKLAND SEWAGE DISPOSAL SYST	182,207.73
05/29/2025	140702	PLATINUM OFFICE CLEANING LLC	PLATINUM OFFICE CLEANING LLC	MAY STUDIO CLEANING	275.00
05/29/2025	140703	PSX	PSX	RECURRING FEES	989.00
05/29/2025	140704	RAYNE STEPHENS	RAYNE STEPHENS	DECK ART #363	45.00
05/29/2025	140705	ROAD COMMISSION OF OAKLAND CO.	ROAD COMMISSION OF OAKLAND CO.	TRAFFIC SIGNAL MAINTENANCE-DTE ENERG	635.42
05/29/2025	140706	ROCHESTER EVENT & EQUIPMENT	ROCHESTER EVENT & EQUIPMENT	CHAIRS/PODIUM FOR GRAHAM GROUNDBREAK	252.50
05/29/2025	140707	ROCHESTER SALVAGE & SUPPLY	ROCHESTER SALVAGE & SUPPLY	SNOWMAN INSTALL/REMOVAL	1,200.00
			ROCHESTER SALVAGE & SUPPLY	INSTALLATION OF PARTNERS SIGN AT THE	150.00
					1,350.00
05/29/2025	140708	ROCHESTER WINE SHOP	ROCHESTER WINE SHOP	REDEEMED GIFT CERTIFICATES	50.00
05/29/2025	140709	SHARKAR FARM	SHARKAR FARM	DUFB REIMBURSEMENT	10.00
			SHARKAR FARM	MARKET BUCKS 5/24	10.00
					20.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
05/29/2025	140710	SHARKAR FARM	SHARKAR FARM	EBT REIMBURSEMENT	17.00
05/29/2025	140711	SPENCER OIL COMPANY	SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	3,058.79
05/29/2025	140712	STATE OF MICHIGAN	STATE OF MICHIGAN	2025 CAPITAL BOND	512.00
05/29/2025	140713	StJohn Plumbing LLC.	StJohn Plumbing LLC.	BD Payment Refund	75.00
05/29/2025	140714	SUSAN M MCCULLOUGH	SUSAN M MCCULLOUGH	MAY DDA MEETING MINUTES	150.00
05/29/2025	140715	THE HOME BAKERY	THE HOME BAKERY	REDEEMED GIFT CERTIFICATES	150.00
05/29/2025	140716	THOMSON REUTERS-WEST	THOMSON REUTERS-WEST	CLEAR SUBSCRIPTION-APRIL	130.20
05/29/2025	140717	TRENT CREATIVE	TRENT CREATIVE	REIMBURSEMENT FOR MINI FOREST TREES	1,359.49
			TRENT CREATIVE	REIMBURSEMENT FOR FOOD AT MINI FORES	595.03
					1,954.52
06/02/2025	1164(A)	CORE & MAIN LP	CORE & MAIN LP	WATER DISTRIBUTION MAINTENANCE MATEF	152.95
06/02/2025	1165(A)	LINEAR CONSULTING FIRM LLC	LINEAR CONSULTING FIRM LLC	FIRE PROGRAM DEVELOPMENT	3,360.00
06/02/2025	1166(A)	NYE UNIFORM	NYE UNIFORM	UNIFORMS	113.00
06/02/2025	1167(A)	SUN LIFE FINANCIAL	SUN LIFE FINANCIAL	SUNLIFE MONTHLY VOLUNT POLICY 834649	2,443.78

A1 TOTALS:

Total of 68 Checks:	401,025.39
Less 0 Void Checks:	0.00
Total of 68 Disbursements:	401,025.39

City of Rochester

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

MEMORANDUM

Date: June 9, 2025
To: Mayor Salvia and Council Members
From: Jason Warner, Director of Project Management
Nicholas Schaefer, Public Works Director
Jason Dickinson, Streets & Sewer Superintendent
Subject: 2025 Local Road Improvement Program - Accept funding from Oakland County and to spend $42,542 to pave Romeo Road

Budget Impacted: 202-451.000-805.057

Issue: Oakland County Board of Commissioners is continuing the Local Road Improvement Program (LRIP) to support cities and villages with road maintenance and improvements.

Analysis: Romeo Road between Sycamore Drive and Letica Drive has been identified for this funding opportunity. The improvement strategy includes milling the existing asphalt a depth of 2", recoating with 2" of hot mix asphalt, and striping per existing pavement markings.
Mierzwa paving quoted the work in conjunction with other planned projects in the city.
The total project cost is $72,074 including Local Road Improvement funding in the amount of $29,532 and $42,542 from the FYE26 city budget.

Requested Action: City staff are requesting City Council to accept Mierzwa paving to perform this work, to approve receiving funding from Oakland County in the amount of $29,532 and to spend $42,542 of city funding.

Attachment(s): (1) Map
(2) Quote
(3) Oakland County Letter

ROCHESTER
Where you live.

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

(248) 858-0100 | boc@oakgov.com

May 27, 2025

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2025 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: adobesign@adobesign.com. If you are not the designated signer, please click the "**DELEGATE**" link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Senior Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners

Attachment A

LOCAL ROAD IMPROVEMENT PROGRAM POLICY

STATEMENT OF PURPOSE

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

> "(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...
>
> (2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow businesses, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the

County wishes to help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chair of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Program projects to the Chair of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. All supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.

2. The Oakland County Auditing Division reserves the right to audit all project expenditures reimbursed through the program.

3. The participating community understands and agrees that if it does not expend the entire Cost Participation Award under this Agreement on approved projects, then the remainder will be reimbursed to the County. The amount of any remainder shall be determined upon cancellation or completion of the approved project. Reimbursable funds shall be returned to the County within 90 days of such determination that the project has been cancelled, or the entire award has not been spent upon project completion.

4. In any case where the participating community is required to return money to the County under this Agreement, the participating community agrees that the County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other funds of the participating community that are in the County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by the County shall be deemed a voluntary assignment of that amount by the participating community to the County. The participating

community waives any claims against the County or its officials for any acts related specifically to the County offsetting or retaining such amounts. This paragraph shall not limit the participating community's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

5. Nothing in this Section shall operate to limit the County's right to exercise any other legal rights or remedies under this Agreement or at law to secure reimbursement of funds which are due should they not be used by the participating community for the approved projects in the time frame set forth above. If the County pursues any legal action in any court against the participating community to secure repayment of unused funds, the participating community agrees to pay all costs and expenses incurred by the County, including court costs and attorney fees.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

LRIP DISTRIBUTION FORMULA
2025

City/Village	Cert Major Local Road Miles	Miles %	Population	Pop %	Crash Data 2021-2023	Crash %	Miles+Pop+Crash	Max County Match	Minimum Project Cost
Auburn Hills	32.33	4.82%	24,360	3.02%	606	3.36%	3.73%	$ 75,778	$ 151,556
Berkley	15.63	2.33%	15,194	1.88%	221	1.22%	1.81%	$ 36,799	$ 73,598
Beverly Hills	10.99	1.64%	10,584	1.31%	101	0.56%	1.17%	$ 23,752	$ 47,504
Bingham Farms	1.02	0.15%	1,124	0.14%	2	0.01%	0.10%	$ 2,047	$ 4,093
Birmingham	21.87	3.26%	21,813	2.70%	880	4.88%	3.61%	$ 73,358	$ 146,716
Bloomfield Hills	8.83	1.32%	4,460	0.55%	109	0.60%	0.82%	$ 16,740	$ 33,479
Clarkston	1.48	0.22%	928	0.11%	30	0.17%	0.17%	$ 3,397	$ 6,794
Clawson	9.62	1.44%	11,389	1.41%	236	1.31%	1.38%	$ 28,106	$ 56,211
Farmington	7.36	1.10%	11,597	1.44%	118	0.65%	1.06%	$ 21,573	$ 43,146
Farmington Hills	58.36	8.71%	83,986	10.40%	1567	8.68%	9.26%	$ 188,057	$ 376,113
Ferndale	20.99	3.13%	19,190	2.38%	515	2.85%	2.79%	$ 56,584	$ 113,168
Franklin	4.34	0.65%	3,139	0.39%	4	0.02%	0.35%	$ 7,162	$ 14,324
Hazel Park	17.12	2.55%	14,983	1.86%	527	2.92%	2.44%	$ 49,602	$ 99,203
Holly	7	1.04%	5,997	0.74%	28	0.16%	0.65%	$ 13,142	$ 26,285
Huntington Woods	6.95	1.04%	6,388	0.79%	32	0.18%	0.67%	$ 13,570	$ 27,139
Keego Harbor	1.93	0.29%	2,764	0.34%	7	0.04%	0.22%	$ 4,527	$ 9,054
Lake Angelus	0	0.00%	287	0.04%	0	0.00%	0.01%	$ 240	$ 481
Lake Orion	2.74	0.41%	2,876	0.36%	11	0.06%	0.28%	$ 5,589	$ 11,177
Lathrup Village	7.36	1.10%	4,088	0.51%	280	1.55%	1.05%	$ 21,356	$ 42,713
Leonard	2.34	0.35%	377	0.05%	0	0.00%	0.13%	$ 2,678	$ 5,357
Madison Heights	21.5	3.21%	28,468	3.52%	1038	5.75%	4.16%	$ 84,485	$ 168,971
Milford	7.3	1.09%	6,520	0.81%	35	0.19%	0.70%	$ 14,146	$ 28,292
Northville	0.8	0.12%	6,119	0.76%	17	0.09%	0.32%	$ 6,572	$ 13,145
Novi	39.52	5.90%	66,243	8.20%	854	4.73%	6.28%	$ 127,431	$ 254,862
Oak Park	18.35	2.74%	29,560	3.66%	676	3.75%	3.38%	$ 68,645	$ 137,290
Orchard Lake Village	1.8	0.27%	2,238	0.28%	44	0.24%	0.26%	$ 5,343	$ 10,685
Ortonville	3.21	0.48%	1,376	0.17%	0	0.00%	0.22%	$ 4,394	$ 8,788
Oxford	6.01	0.90%	3,492	0.43%	16	0.09%	0.47%	$ 9,594	$ 19,188
Pleasant Ridge	3.59	0.54%	2,627	0.33%	48	0.27%	0.38%	$ 7,626	$ 15,252
Pontiac	70.21	10.47%	61,606	7.63%	2393	13.26%	10.45%	$ 212,244	$ 424,487
Rochester	8.59	1.28%	13,035	1.61%	265	1.47%	1.45%	$ 29,532	$ 59,065
Rochester Hills	38.61	5.76%	76,300	9.45%	743	4.12%	6.44%	$ 130,776	$ 261,553
Royal Oak	63.96	9.54%	58,211	7.21%	2745	15.21%	10.65%	$ 216,289	$ 432,577
South Lyon	4.43	0.66%	11,746	1.45%	45	0.25%	0.79%	$ 16,002	$ 32,004
Southfield	64.71	9.65%	76,618	9.49%	1671	9.26%	9.47%	$ 192,194	$ 384,389
Sylvan Lake	2.58	0.38%	1,723	0.21%	9	0.05%	0.22%	$ 4,386	$ 8,772
Troy	57.34	8.55%	87,294	10.81%	1702	9.43%	9.60%	$ 194,861	$ 389,722
Walled Lake	5.34	0.80%	7,250	0.90%	103	0.57%	0.76%	$ 15,329	$ 30,657
Wixom	10.49	1.56%	17,193	2.13%	359	1.99%	1.89%	$ 38,460	$ 76,919
Wolverine Lake	3.69	0.55%	4,544	0.56%	10	0.06%	0.39%	$ 7,908	$ 15,816
TOTAL	670.29	100.00%	807,687	100.00%	18,047	100.00%	100.00%	$ 2,030,273	$ 4,060,546

MIERZWA PAVING

1001 CESAR E. CHAVEZ AVE.

PONTIAC, MI 48340

248-332-4956

April 7, 2025

Proposal J25-1161

Bid Presented:
Jason Dickinson
City of Rochester
1141 N. Wilcox
Rochester, MI 48307
248-379-8806

Job Location:

Romeo Rd Letica to Sycamore

Estimator Jon 248-332-4956

RE: Mill Existing Asphalt and Overlay.

1) Mill existing asphalt to a avg. depth of 2".
2) Use small mill or remove area's large mill cannot access.
3) Sweep and air blow existing milled surface.
4) Tack coat milled surface with SS1H tack coat.
5) Wedge low areas with HMA for level
6) Install 2" avg depth of 5E hot mix asphalt and compact in place.
7) Stripe per existing pavement marking with traffic marking paint.

30,173 Sq. ft. $69,874.00

NO asphalt repair of milled surface in this price.
NOT responsible for cracking.
City to provide traffic control devices and signage.

Alt #1: Provide flag traffic control **ADD $2,200.00** _____ **Initial**

****NO guarantee against cracking, tire marks, ponding, damage to invisible dog fence, or damage to irrigation.**
****Not included in price traffic control, permits or local ordinance, bonds, fees, inspections, or layouts.**
****NOT responsible for damage to concrete, asphalt, earth, utilities, Etc., that must be crossed to complete work.**
****Clean up all Mierzwa Paving debris.**
Thank you for allowing Mierzwa Paving to bid on your project. Price valid for 45 days.
We offer to furnish the necessary labor and materials to do the above work in accordance with the above specifications.
If paid by credit card a 3% processing fee will be applied.
Accepted: The above price, specifications, and conditions are satisfactory and are hereby accepted.
TERMS: One-third down due at signing of contract, balance due upon completion. I also agree to pay the additional fee of 1.5% per month, 18% APR if not paid 100% within thirty days of completion.

Customer _____ **Mierzwa Paving**_____

Print Name_____ **Date**_____

Date_____

GENERAL CONDITIONS

No Oral Agreements: It is expressly understood that all the terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms agreements or conditions of any kind.

Approval: This proposal will not be binding upon our company until the signed acceptance has been received by us, and until it has been checked and signed by an officer of this company.

Changes: No Changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

Estimated or Approximate Quantities: Quantities and areas in this proposal area approximate, arrived at for estimating purposes only, and it is understood that payment is to be make on actual quantities of work completed and actual areas covered unless otherwise indicated.

Property Lines: The purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Purchaser trespass on other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

Delays: The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

Permits: The owner or the purchaser of the above work shall pay for any and all permits or assessments if they are required.

Wet or Unstable Subgrade: No materials will be placed on a wet, unstable, or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.

Reproduction Cracks: When resurfacing concrete, brick, or asphalt pavements the contractor is not responsible for the reproduction of cracks which may occur.

Minimum Grade: Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less that a minimums grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 3/4" will be filled.

Stock Piling Materials: Contractor shall be permitted to stockpile materials necessary to the performance of its work, on the purchaser's property adjacent to the site of the work, without cost.

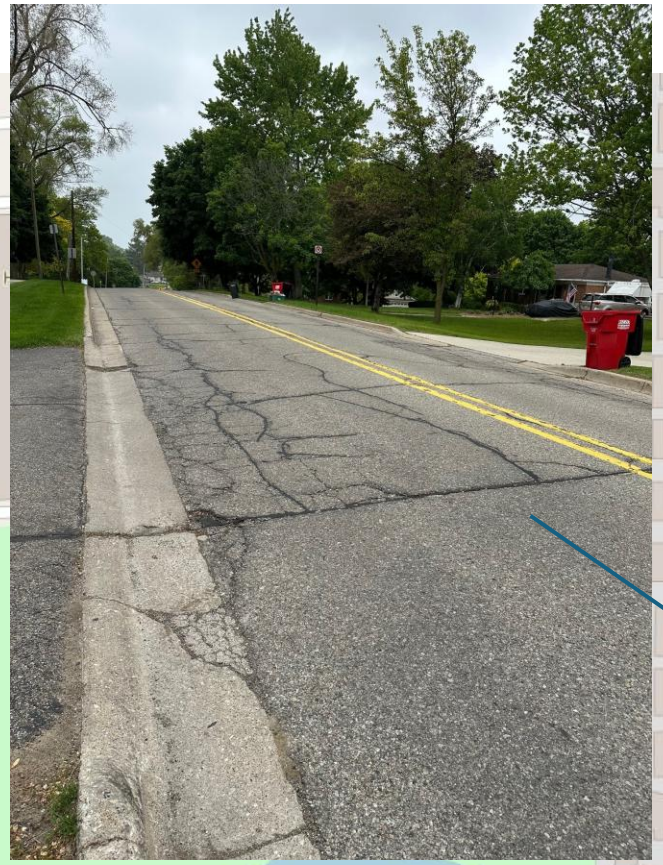
Underground Structures: It is purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water, and gas lines, etc., which might be encountered by contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in the proposal, an of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Purchaser.

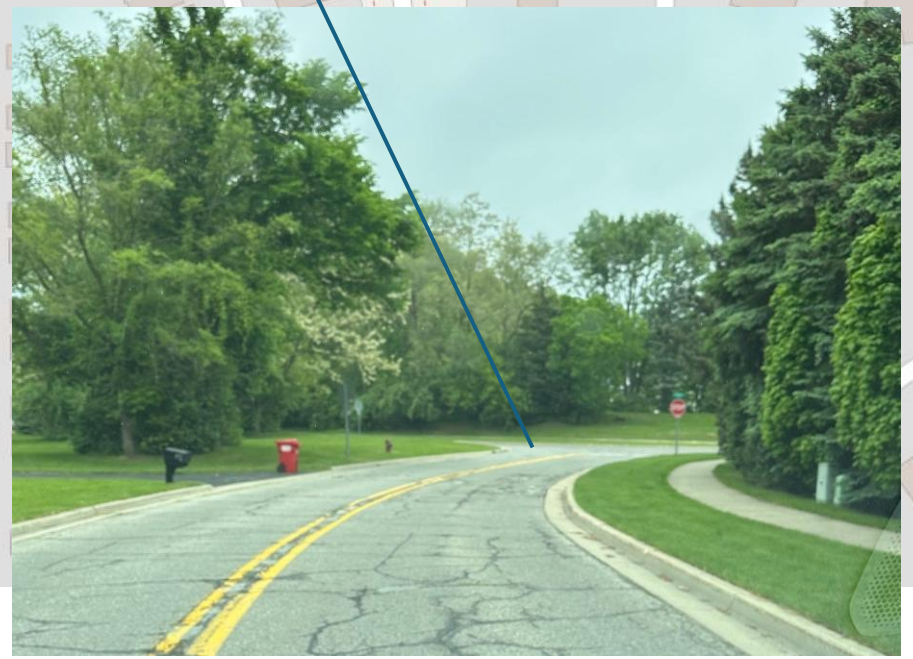
Soil Condition: Should any unusual soil conditions be encountered not specifically referred to in the proposal, any extra costs in the performance of the work occasioned by such conditions shall be paid by purchaser.

Tree Roots: Contractor shall not be responsible for damage to trees occasioned by removal of tree roots in preparing the road bend, not shall contractor be obligated to remove damaged or destroyed trees.

Hidden Objects: Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.

Zoning Requirements & Other Local Regulations: Contractor assumes no responsibility for determining whether the Purchaser has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulations, or other law the Purchaser shall, nevertheless, be obligated to pay for work performed as ordered.





City of Rochester

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

MEMORANDUM

Date: June 9th, 2025
To: Mayor Salvia and Council Members
From: Nicholas Schaefer, Director of Public Works
Jason Dickinson, Superintendent DPW
Subject: 2025 Local and Major Roads Improvement Projects

Budget Impact: FYE 2025/2026 Major Roads Budget 202-451.000-805.057
FYE 2025/2026 DDA Budget 248-965.000-203, 203-451.000-805.057
FYE 2025/2026 Local Roads Budget 203-451.000-805.057, 203-451.000-805.059

Issue: Ongoing of City-Wide Road Improvement Program.

Analysis: The City Staff would like to award the paving projects to Hutch Paving, and the curb and gutter projects to L. Anthony Construction. Both companies have continued to perform excellent work for the City in a professional and timely manner.

Requested Action: Approval of the contract with Hutch Paving in the amount of $979,000 for Mill and Fill Program. Approval of the contract with L. Anthony in the amount of $668,000 for Curb and Gutter Program.

Attachment(s): (1) Recommendation of Contract Extension
(2) Mapping of Road Projects

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ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

June 2, 2025

Nick Schaefer, Public Works Director
City of Rochester
1141 N. Wilcox
Rochester, Michigan 48307

Reference: Recommendation of Contract Extension
2024 Curb and Gutter Replacement Program
2023 Mill and Fill Paving Program
AEW Project No. 0270-0203 & 0270-0191

Dear Mr. Schaefer:

2025 Curb and Gutter Replacement Program

As you know, last year the City of Rochester awarded the 2024 Curb and Gutter Replacement Program to L. Anthony Construction, Inc. As you may recall, L. Anthony Construction was the lowest qualified bidder for the project, coming in 25% lower than the second-lowest bidder.

At the City's request, we reached out to L. Anthony Construction late last year to verify whether they would be willing to extend their contract for the 2025 Program. The contractor agreed, with the condition of a 10% increase in pricing. We discussed this request with the City and compared the proposed 10% increase to recent bids. We found that even with the proposed increase, L. Anthony Construction's pricing remains competitive and reasonable for this scope of work.

Therefore, we recommend extending the contract for the 2025 Curb and Gutter Program to L. Anthony Construction to complete the replacement of curb and gutter in the Stoney Pointe Subdivision.

It is our understanding that the 2025 Curb and Gutter Replacement Program will include the full replacement of curb and gutter at the Stoney Pointe Subdivision – East and West (see attached maps). The approximate budget for this work is $668,000, including a 10% contingency.

2025 Mill and Fill Program

As you may recall, the City of Rochester awarded the 2023 Mill and Fill Program to Hutch Paving, the lowest qualified bidder, whose proposal was approximately 5% below that of the next lowest bidder.

At the City's request, we reached out to Hutch Paving last year to discuss the possibility of extending their contract for the 2024 Program. The contractor agreed to hold their 2023 unit pricing for the 2024 work. This year, we contacted Hutch again, and they confirmed their willingness to maintain those same 2023 unit prices for the 2025 Program.

Therefore, we recommend extending the contract for the 2025 Mill and Fill Paving Program to Hutch Paving to complete full-width Mill and Fill Paving the following roads:

DDA Roads	**Budgets**
• Walnut Ave. (1st to 4th Street)	$200,000
• 3rd Street (Pine Street to Walnut BLVD)	included in Walnut Ave. cost
• 2nd Street (Pine Street to Main Street)	$66,000
• Pine Street (2nd to 4th Street)	$70,000
Total 2025 DDA Roads Budget	**$336,000**

Major Roads	
• 1st Street (Walnut Ave to Castell)	$160,000
Total 2025 Major Roads Budget	**$160,000**

Local Roads	
• 1st Street (Castell to Hellen)	$56,000
• Stoney Pointe Subdivision – West	$217,000
• Stoney Pointe Subdivision – East	$210,000
Total 2025 Major Roads Budget	**$483,000**

Based on the City's 2025 budget, we recommend awarding the Mill and Fill Program to Hutch Paving for a total of $979,000 as they are qualified to perform this work and have successfully completed City projects in the past.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Aseel A. Putros

Aseel Putros, PE, CFM
Senior Project manager

Enclosure: 2025 Curb and Gutter Replacement Program Map
2025 Mill and Fill Paving Program maps

cc: Nik Banda, City Manager

M:\0270\0270-0203\Project Mgmt\Correspondence\2025 Program Recommendation of award.docx

City of Rochester

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

MEMORANDUM

Date: May 30, 2025
To: Mayor Nancy Salvia and City Council
From: Nicholas Schaefer Department Public works Director
Jason Dickinson, Superintendent of Department of Public Works
Subject: Request to spend $ 5520.00 Annually Plus Service calls at Hourly rates.
Budget Impact: GL# Water fund 592-536-000-805
Impact: GL# Sewer fund 592-532-000-805

Issue: The DPW Water and Sewer Departments have been using engineered monitoring equipment for around 12 years. During Covid, we lost our maintenance support from our engineering firm and for the last 4.5 years have been using a support system called Perceptive Controls at a time and material cost averaging $6,000 plus or minus dependent on support needs.

Analysis: In order to maintain the system, we have been researching support opportunities that have not met the needs until now. CEC Controls meets all of our needs and are familiar with our equipment and are already working with other communities that experienced the same loss we did 4.5 years ago as well. With the other researched companies being not local and unfamiliar with our system as a whole, CEC Controls is the best fit and cost savings opportunity in the long run due to system knowledge and no need to completely change out.

Requested Action: The Department of Public Works recommends that City Council authorize a one-year contract with CEC Controls to help us get our system tuned up and continue needed ongoing monitoring and maintenance needs. We hope to have success and build a relationship and look to extending this contract in future years after vetting CEC Controls .

Attachment(s): Contract Quote.

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CEC CONTROLS
600 West St. Joseph Street, Suite 200
Lansing, MI 48933
Telephone: (586) 779-0222

15 May 2025

To: Jason Dickinson

Subject: Rochester Support and Maintenance Contract
1141 N Wilcox St.
Rochester, Michigan 48307
CEC Controls Proposal # 2025-0194

Greetings Jason,

Thank you for the opportunity to provide this Proposal for a support and maintenance contract to the City of Rochester. Details of what will be provided in this support and maintenance contract as well as the terms of the agreement can be found below.

Support and Maintenance Contract Details

- Remote support of WTP SCADA system via phone and/or direct remote access into SCADA system of up to 4 hours per month. Issues that prove to be beyond resolution within the 4 - hour threshold, or months requiring more than 4 hours total support will be invoiced at the applicable rate and/or will be executed under separate proposals. (Rate Chart shown below) (NOTE: Owner must maintain current accessibility to enable remote troubleshooting and support throughout the life of Service Contract)
- On-Site support for issues that prove to be beyond resolution via remote methods will result in an on-site call at the earliest available opportunity. Charges for On-Site services to be billed at applicable rate.
- Duration of Service Contract is 1 year, beginning on XXXX, 2025. Renewal of this agreement can occur based on mutual consent by both parties on or before the expiration date.

Items not covered under Service Contract

- Hardware, Instruments, Wiring and/or Installation items not covered under vendor warranties.
- Software or License renewals.

CEC CONTROLS
600 West St. Joseph Street, Suite 200
Lansing, MI 48933
Telephone: (586) 779-0222

Rate Schedule

IN-HOUSE ENGINEERING RATES:

Straight Time - $115.00 per Hour
Overtime - $150.00 per Hour

SCHEDULED FIELD ENGINEER RATES*:

Straight Time - $115.00 per Hour
Overtime - $150.00 per Hour

EMERGENCY / HOLIDAY CONTROLS ENGINEER RATES**:

Straight Time - $195.00 per Hour
Overtime - $235.00 per Hour

RATE DEFINITIONS:

STRAIGHT TIME - All hours worked during normal business hours but not exceeding (10) hours per day. OVERTIME - All hours worked in excess of (10) hours on weekdays, all hours worked outside of normal business hours, as well as all hours on Saturdays or Sundays.
(Normal Business Hours are defined as 7am to 5pm on non-holiday weekdays.)

* / **Site Response utilize same rates however they will incur an additional trip fee of $500. Trip fee includes travel time. Client is not charged additional for time spent traveling.

NOTE: A Project Manager hour is added to each twenty (20) hours of billable time (or partial 20 hours) for all hours billed in a month for administration and scheduling. For example, the 21st hour of billable time will incur two (2) hours of additional Project Management time. Project Manager Rate - $128.00 per hour.

Charges for contract period will be invoiced at $410/MO (assumes use of only in-house engineering rate). Should T&M usage of hours exceed the minimum or should non-in-house engineering rates be utilized, then extra costs will be added to monthly invoice.

PROPOSAL PRICING: (All pricing is in US Dollars)

The man-hour and cost estimates for the proposed services are documented below:

Category	Cost	
Support and Maintenance Annual Charge	$5,520	

CEC CONTROLS
600 West St. Joseph Street, Suite 200
Lansing, MI 48933
Telephone: (586) 779-0222

If you have any questions or need further clarification regarding this proposal, please feel free to call me at your earliest convenience. We remain committed in providing our clients with quality system integration services. We are looking forward to working with you as part of the team for this project.

Best Regards,

Blake Dahlka
Branch Manager
CEC Controls Company Inc.
Cell (248) 787-3791
bdahlka@ceccontrols.com

Corporate Office
14555 Barber Ave.
Warren, MI 48088-6002
Tel: (586) 779-0222
Fax: (586) 779-0266
http://www.ceccontrols.com

Blake Collins
Director Business Development
CEC Controls Company Inc.
Cell (832) 712-8980
bcollins@ceccontrols.com

Authorization from the City of Rochester to CEC Controls Co,. Inc. to proceed with this Proposed Contract as detailed within this document.

Signature	Title	Date

Printed Name

(please sign and return a copy for our records)

CEC CONTROLS
600 West St. Joseph Street, Suite 200
Lansing, MI 48933
Telephone: (586) 779-0222

1. COMPANY OVERVIEW

CEC Controls, a SCIO Group Company, originally founded in 1966, specializes in the design, build and field implementation of Process Instrumentation & Control and SCADA Systems for the Water and Wastewater sector. CEC Controls also provides Control Systems for Industrial Automation Clients including Material Handling Systems, Special Machine Controls and Vision Inspection Systems.

CEC Controls is a full-service systems integration company, experienced in doing multi-million dollar Process and Industrial Control Systems. Each of the systems we build utilizes the latest state-of-the-art technology and software available for our industry. In addition, the systems built by CEC Controls not only met but exceed the industry standards in quality and ergonomics. Our Panel Manufacturing Facility is both U.L. and CSA listed, which allows us to certify our Control Panels to U.L 508A Standards for those projects requiring the U.L. Label. All Control Panels are thoroughly tested for quality assurance, using our stringent internal testing procedures prior to shipping. All Panel testing is documented to comply with our Quality Management System.

CEC Controls is registered to ISO-9001 and Q1 industry standards. Our Quality Management System has been a valuable asset to our continued success within the process control and industrial controls Industry. We are also CSIA Certified and a fully accredited member of the Control Systems Integrators Association, which is a national organization striving for quality Integrators. Through training and documentation, we have been able to streamline our logic design which minimizes the start-up and debug time for bringing a new system on-line for the client. Our commitment to quality has virtually eliminated the number of warranty issues on system installations that normally cause repeated call-backs.

CEC controls Company also has 14 remote engineering & service offices, which are located in Bradenton, Florida; Atlanta, GA; Chicago, IL; Louisville, KY; Wixom, MI; Lansing MI; Kansas City, MO; Nashville, TN; Norfolk, VA; Oakville, Ontario; and Silao, Mexico to further support our wide customer base. Our Headquarters is located in Warren, MI. UL Panel Shop is located in Warren, MI. CSA approved Panel Shop is located in our Canada office. CEC Controls builds an average of 2500 panels per year.

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TERMS & CONDITIONS

PAYMENT

- Payment in full shall be made within thirty (30) days from the date of approved invoices.
- We will invoice for all work completed in the prior month, or per approved Billing Plan.

FIRM OFFER

- Unless otherwise specified, all quoted prices are firm for ninety (90) days from the date of this proposal.
- The applicable parties will negotiate and agree to terms and conditions at the time of award.
- If a PO number is not issued against this contract, then the proposal number will be utilized for invoicing on a monthly basis.

EXTRA WORK AND CHANGES IN SCOPE

- All changes to the basis of the proposal which affect quantities, types or configuration of hardware/software or which affect the engineering and design responsibilities or other labor requirements are to be submitted in writing for prior pricing and are to be approved in writing before such changes are incorporated.

CEC CONTROLS
600 West St. Joseph Street, Suite 200
Lansing, MI 48933
Telephone: (586) 779-0222

CEC CONTROLS COMPANY PRODUCTS & SERVICES
EXHIBIT "A" STANDARD TERMS AND CONDITIONS

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. Firm Offer. Unless otherwise specified in this proposal documentation, all quoted prices are firm for a period of Ninety (90) days from the date of this proposal. CEC Controls Company reserves the right to revise our pricing after the 90 Day period to allow for any material cost increases from its suppliers.

3. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders for CEC Controls provided Equipment & Services are subject to credit approval by our Accounting Department.

4. Delivery. Delivery of the specified Equipment shall be in material compliance with the schedule set forth in Seller's Proposal Documentation. Unless Seller's Documentation states otherwise, Delivery terms are F.O.B., Seller's manufacturing facility in Warren. Michigan. The risk of loss shall pass to the Buyer upon delivery or transfer of the equipment to the carrier.

5. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

6. Changes. Seller shall not implement any changes in the scope of work described in Seller's Proposal Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.

7. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Proposal Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (I) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from shipment or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the defective part or equipment. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or, additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or , lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

10. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer.

13. Discrimination. CEC Controls does not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

City of Rochester

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

MEMORANDUM

Date: May 30,2025
To: Mayor Nancy Salvia and City council
From: Nicholas Schaefer Director of public works
Jason Dickinson Superintendent DPW
Subject: Dinosour Hill paths
Budget Impact: Dino Hill funded project $150,000

Issue: The ongoing need for continued path resurfacing and maintenance is always under the watchful eye of the parks division and Dino Hill staff. This year's path work will be tied in with a first-time surfacing connector path for upcoming Paint Creek Trail Bridge repair and a continued effort to connect all of our parks path systems from various directions.

Analysis: For many years the DPW has maintained the Dino Hill paths surfaces, tree trimming, and woody dead debris cleanup on these trails for travel safety. This project will define a clear path and complete a connector from Paint Creek Trail through to Scott Street Park and through to the Municipal Park. We received a cost estimate from Mierzwa Paving for the path work, including resurfacing of lime stone paths and the new connector paths one of which will be lime stone and the other hot rolled asphalt. The contractor is holding his prices from previous park pathway paving projects.

Requested Action: We are asking City Council to review and agree to the action plan and funding from outside city dollars not to exceed $150,000.

Attachments(s): Trail improvement expenditure letter
Quote
Map
Pictures

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Where you live.

Jason Dickinson

From: Sue Neal <sue@dinosaurhill.org>
Sent: Wednesday, May 28, 2025 2:01 PM
To: Nicholas Schaefer; Jason Dickinson; Nik Banda
Cc: Marilyn Trent
Subject: Trail improvements expenditure

Hi all!

It is my pleasure to officially confirm that the Dinosaur Hill Nature Preserve Inc Board of Directors has officially approved an expenditure from the Horter Trust Fund to cover the proposed trail improvements as set out in the quote sent previously.

The Board understands that some contingency expenditures exist and so they provided a maximum approved amount of $150,000.

I will be the primary point of contact for any questions etc related to the project so please don't hesitate to reach out as needed. We will need some advance warning of payments needed since these are funds in investment accounts.

Marilyn and I will also work together on a communications plan to celebrate this project as it comes together.

Thank you for your patience as the Board worked through this decision and we are really excited for this new phase in our partnership with the City.

Have a great day,
Sue

Dr. Sue M. Neal
Executive Director
Dinosaur Hill Nature Preserve

MIERZWA PAVING

1001 CESAR E. CHAVEZ AVE.

PONTIAC, MI 48340

248-332-4956

April 7, 2025

Proposal J25-1160

Bid Presented:
Jason Dickinson
City of Rochester
1141 N. Wilcox
Rochester, MI 48307
248-379-8806

Job Location:

Nature Center/ Community Garden/
Dino Hill/ Paint Creek Extension

Estimator Jon 248-332-4956

RE: Nature Center/ Community Garden Hot Mix Asphalt.

1) Excavate out 10". (1000' X 10' 10,000 Sq. ft.)
2) Haul excavated dirt.
3) Install 6" 21AA Limestone base and compact.
4) Install 2" 4EML hot mix asphalt and compact.
5) Install 2" 5EML hot mix asphalt and compact.

10,000 Sq. ft. $75,950.00

RE: Dino Hill Circle.

1) Deliver and install 4" of 3/8" limestone.
2) City to assist with getting materials back to work area with smaller trucks.

Total 22,100 Sq. ft. $32,480.00

RE: Main/Pain and Creek Paths.

1) Light grade or cut as needed. (Dirt left in work area edges)
2) Deliver and install 4" 21AA limestone and 4" 3/8 Limestone material and compact.
3) City to assist with getting materials back to work area with smaller trucks.

Main to Paint Creek 600X10= 6,000 Sq. ft. $21,750.00

Total for all 3 projects $130,180.00

****NO guarantee against cracking, tire marks, ponding, damage to invisible dog fence, or damage to irrigation.**
****Not included in price traffic control, permits or local ordinance, bonds, fees, inspections, or layouts.**
****NOT responsible for damage to concrete, asphalt, earth, utilities, Etc., that must be crossed to complete work.**
****Clean up all Mierzwa Paving debris.**
Thank you for allowing Mierzwa Paving to bid on your project. Price valid for 45 days.
We offer to furnish the necessary labor and materials to do the above work in accordance with the above specifications.
If paid by credit card a 3% processing fee will be applied.
Accepted: The above price, specifications, and conditions are satisfactory and are hereby accepted.
TERMS: One-third down due at signing of contract, balance due upon completion. I also agree to pay the additional fee of 1.5% per month, 18% APR if not paid 100% within thirty days of completion.

Customer _____ **Mierzwa Paving**_____

Print Name_____ **Date**_____

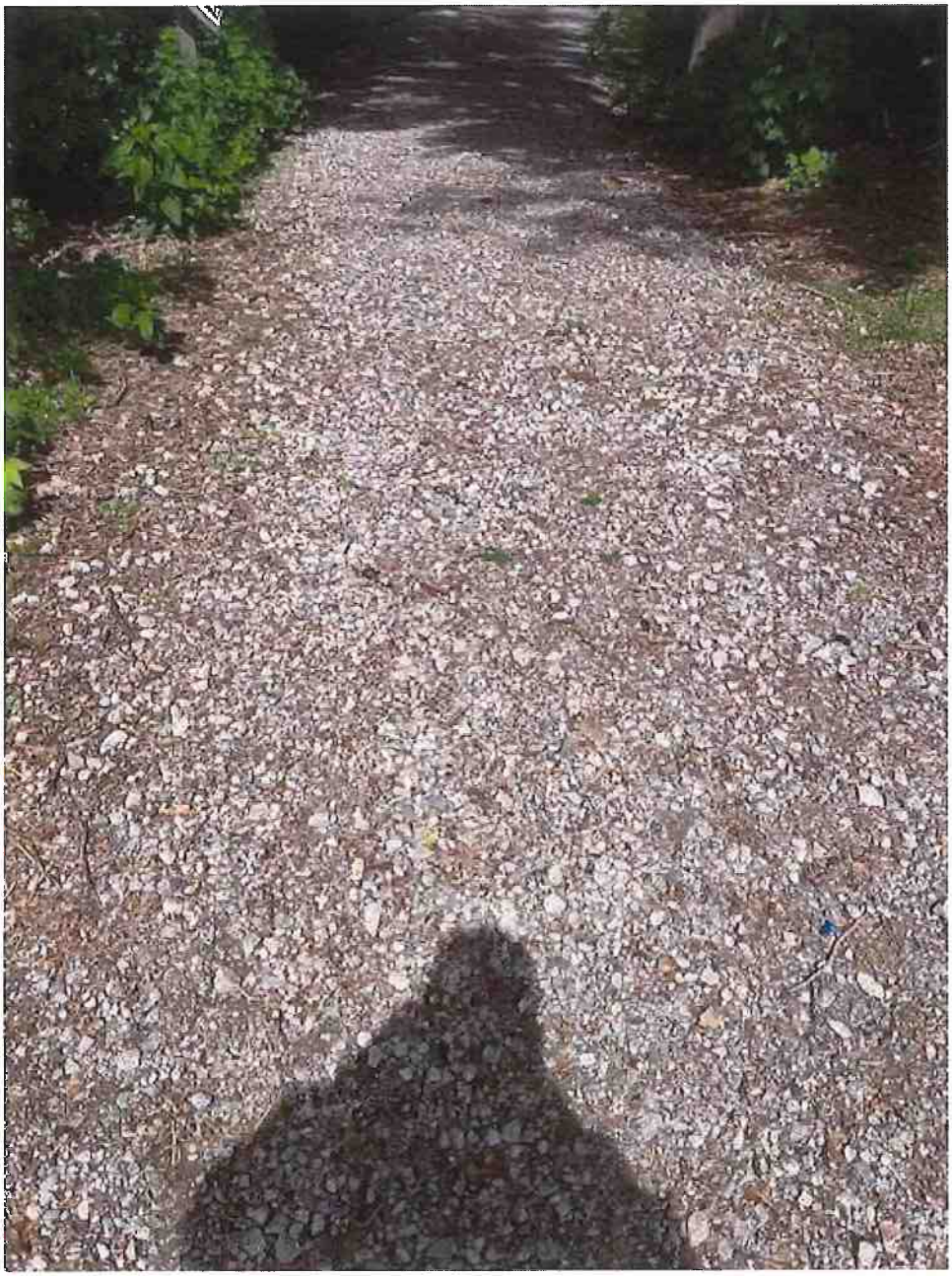
Date_____

DIA National Products
Reitman Ct
Main St
Mini Forest
Community Garden
Dino
New Paved Path
Dinosaur Mill Nature Preserve
Inner Circle
Recs We Need
Newly Resurface Connector
Paint Creek Trail
Oakridge Ridge Condominium
Great O

Jason Dickinson

From: Jason Dickinson
Sent: Friday, May 30, 2025 12:25 PM
To: Jason Dickinson
Subject: Dino hill paths

Dino path resurfacing and new connector path.





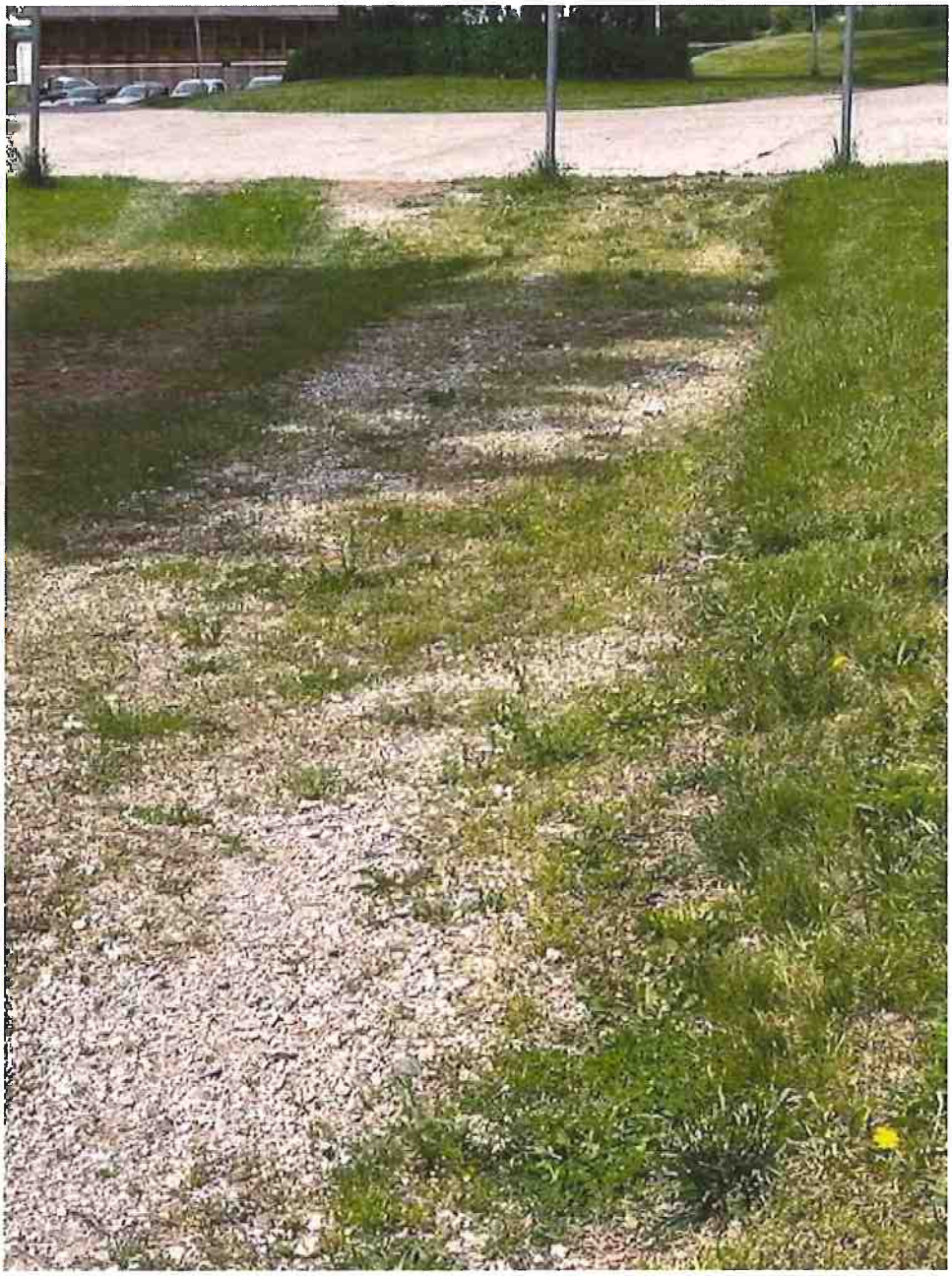












Sent from my iPhone

City of Rochester

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

MEMORANDUM

Date: June 9, 2025

To: Mayor Salvia and Council Members
From: Jason Warner, Director of Project Management
Subject: Paint Creek Trail Bridge 31.7–Transportation Alternatives Program
Anticipated Budget Impact: $261,990 (Account: 101-751.000-884.000)

Background:

The City has been working with the Paint Creek Trailways Commission for several years to replace Bridge 31.7, a nearly 100-year-old pedestrian bridge on the Paint Creek Trail. In 2023, under the leadership of then-Trailways Manager Melissa Ford, two major grant applications were submitted for this project:

- A **TAP grant** through MDOT/SEMCOG
- A **Michigan Natural Resources Trust Fund (MNRTF) grant** through the DNR

Each grant required a local match, and initially, the City's portion was expected to be **$191,760**, which was subsequently incorporated into the City's FY2025 budget under the general ledger account noted above.

Fortunately, because both grants aren't federal dollars (just TAP), both SEMCOG and the DNR allow each grant to count as match for the other. As a result of review, SEMCOG also agreed to **increase their TAP contribution**, eliminating the need for an out-of-pocket match from the City—provided final project costs align with estimates. Any cost overruns would still remain the City's responsibility, which is why we still maintain the figure in the budget.

Current Status:

The project has now been formally bid, and MDOT has issued contract number **25-5288**. As part of the process, MDOT requires a new **City Council resolution** affirming the City's support for the agreement and authorizing the City Manager to sign all related grant documents.

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Because of the lengthy timeline, this memo is intended to provide context and transparency on the history and funding structure of the project.

In addition, **we will request in July** that the original budgeted amount be rolled forward from **FYE 2025 to FYE 2026**, aligning with the revised construction timeline for the bridge.

Requested Action:

Motion to approve the attached resolution, affirming the City's support for MDOT contract number 25-5288 for the Paint Creek Trail Bridge 31.7 replacement project, and authorizing the City Manager to sign all grant-related documents. The resolution includes the City's commitment of up to **$261,990**, as reflected in the agreement, with funding to be recorded in GL# 101-751.000-884.000.

Attachment(s):

(1) Draft Resolution
(2) Subject Agreement

City of Rochester

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

RESOLUTION
For The Michigan Transportation Alternatives Program
Paint Creek Trail Bridge 31.7

WHEREAS the City of Rochester in partnership with the Paint Creek Trailways Commission has applied for the Transportation Alternatives Program (TAP) funding for the replacement of a nearly 100-year-old pedestrian bridge along the Paint Creek Trail; and

WHEREAS the subject agreement between The City of Rochester and Michigan Department of Transportation (MDOT) is contract number 25-5288

WHEREAS per contract number 25-5288 costs for the replacement of the pedestrian bridge along the Paint Creek Trail has been estimated at $983,200; and

WHEREAS the City of Rochester's financial commitment is $261,990; and

WHEREAS the Paint Creek Trailways Commission has committed to owning and operating the pedestrian bridge over the design life of the facility; and

WHEREAS the City of Rochester has committed to maintaining the pedestrian bridge along the Paint Creek Trail over the design life of the facility; and

NOW, THEREFORE BE IT RESOLVED that the City of Rochester hereby approved participation in the Transportation Alternatives Program and Authorizes contract number 25-5288; and

BE IT FURTHER RESOLVED that the Grant Program application is supported by the City of Rochester's Parks Master Plan and the Paint Creek Trailways Commission Recreation Master Plan; and

BE IT FURTHER RESOLVED that the city of Rochester acknowledges and certifies with all grant program requirements, including commitment to long-term maintenance and all project cost overruns; and

BE IT FURTHER RESOLVED that the City of Rochester shall make a local match through financial commitment in cash, force account, federal, county or state funds, or donated labor/materials directly related to the project for $261,990; and

BE IT FURTHER RESOLVED that City Manager Nik Banda will be authorized to sign all grant related documents on behalf of the City of Rochester; and

BE IT FURTHER RESOLVED that the City of Rochester will serve as lead agency, grant applicant and liaison to Michigan Department of Transportation and be

responsible for engineering, permits, administration, potential cost overruns, and any non-participating items; and

BE IT FURTHER RESOLVED That the City of Rochester in partnership with the Paint Creek Trailways Commission will work to construct the replacement of the pedestrian bridge along the Paint Creek Trail in accordance to all Michigan Department of Transportation guidelines and standards.

Made and passed this ____ day of June, 2025

CERTIFICATION

I, Lee Ann O'Connor, the duly authorized Clerk of the City of Rochester, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Rochester City Council on June ____, 2025.

Lee Ann O'Connor, City Clerk

TAP DA

Control Section	TAU 63000
Job Number	219364CON
Project	25A0630
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5288

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROCHESTER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Rochester, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 29, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Replacement of the existing bridge along the Paint Creek Trail between Ludlow/ Woodward Avenue and Tienken Road with a 14 foot by 70 foot prefabricated pedestrian bridge; including structure removal, earthwork, cofferdams, concrete substructure, geosynthetic reinforced soil abutment wall construction, timber stairs and railing, cobble and riprap, trail sign and plantings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Permit fees for the work as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $721,210 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work

by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ROCHESTER

By_____
Title:

By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
for Department Director MDOT

REVIEWED
By Larry Doyle at 7:51 am, 6/2/25

May 29, 2025

EXHIBIT I

CONTROL SECTION	TAU 63000
JOB NUMBER	219364CON
PROJECT	25A0630

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$978,200	$ 5,000	$983,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$978,200	$ 5,000	$983,200
Less Federal Funds*	$721,210	$ 0	$721,210
BALANCE (REQUESTING PARTY'S SHARE)	$256,990	$ 5,000	$261,990

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

City of Rochester

400 Sixth Street
Rochester, MI 48307
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www.rochestermi.org

MEMORANDUM

Date: June 9, 2025

To: Nik Banda, City Manager

From: Marcy Moriwaki, Deputy Finance Director/Deputy Treasurer

Subject: Oakland County Equalization Division – Assessing Contract New Rates & Contract Budget

Impact: $78,696 Increase from Current Budget over Approved FYI 2026 Budget
General Ledger Number: 101-201.000-805.000

Issue: The City's current assessing services contract with Oakland County expires July 1, 2025. The County is proposing a substantial rate increase as part of the renewal.

Background:

Rochester has historically benefited from high-quality, professional service through our partnership with the Oakland County Assessing Department. In previous years, rate changes were communicated early, allowing for adequate budgeting and discussion.

This year, however, the proposed increase was not formally communicated. We learned of it only after submitting our FY 2026 budget to Council—providing little opportunity for adjustment.

Financial Impact:

- Proposed 2025 rate results in an **85% increase** over current rates.
- The increase from the current year to the proposed 2025 rate alone totals **$84,426** ($78,696 in excess of approved FYE 2026 budget).

Strategic Value of the Interlocal Agreement:

This intergovernmental arrangement has traditionally supported:

- Assessment continuity
- Administrative efficiency
- Streamlined reporting for Equalization

While the structure is beneficial to both the County and local units, pricing of this magnitude threatens the sustainability of the partnership. At some point, the cost outweighs the benefit, especially when changes are implemented without proper lead time or stakeholder input.

Proposed Path Forward:

Given the urgency and tight timeline, the City has explored alternative providers but acknowledges the risk of service disruption in the middle of the assessment cycle. Therefore, we recommend:

- Renewing the Oakland County contract, providing time for a controlled evaluation and transition, if needed.
- Continuing to evaluate alternative assessing service options for future fiscal years.

ROCHESTER
Where you live.

Requested Action:

Motion to approve the Oakland County Equalization Division – Assessing Contract at the Initial Rates to allow for uninterrupted service while the City explores alternative solutions.

Attachment:

Interlocal Agreement (Equalization Division, Oakland County)

OAKLAND COUNTY MICHIGAN
MANAGEMENT & BUDGET

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Equalization Division
(248) 858-0740 | equal@oakgov.com

May 13, 2025

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

Dear Manager Banda:

Oakland County appreciates the opportunity to provide accurate and cost-effective assessing services to the City of Rochester and to dozens of other communities in our county. We hope to continue our partnership with you in the years ahead.

We are proud that Oakland County assessing services are performed by some of the most skilled and qualified professionals in Michigan, ensuring accuracy, fairness, and legal compliance. Communities we serve receive a wide array of benefits, including:

- State-certified, full-time professional assessors
- Consistent and compliant assessment practices
- Up-to-date property record systems
- Ongoing staff training and support
- Support at the Michigan Tax Tribunal at no additional cost

As you know, the Board of Commissioners recently adopted uniform per-parcel assessing rates for the next three years. While the cost of providing assessing services has increased over time, the county's rates have not kept up with those increases. While the new rates reflect the actual cost of providing such services, they are also lower than the average $33 per parcel cost paid by municipalities in Oakland County which do their own assessing.

The Board also adopted a three-year rate smoothing plan with a lower initial rate in the first year followed by larger increases in the second and third years, giving municipalities the option of adjusting to the new cost structure more gradually.

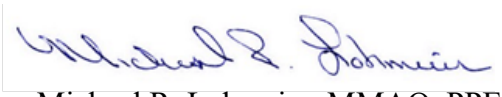
Enclosed is a new three-year assessing services contract for your consideration, including:

- Comprehensive Assessment Services to be provided (See Section 3)
- Assistance with appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal" (See Section 4)
- "Initial" Rate per Parcel per Contract Period (See Section 10.2)
- The "Smoothed" rate per parcel per Contract Period so you can evaluate whether this option is better for your community

If you have questions about the contract, the new rates, how the smoothing plan works or the services we provide, please feel free to contact me at lohmeierm@oakgov.com or (248) 858-0760.

Again, thank you for the opportunity to provide assessing services to the City of Rochester.

Sincerely,



Michael R. Lohmeier, MMAO, PPE, MAI, SRA, FASA, RES
Equalization Officer

CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES WITH City of Rochester

THIS CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and with the City of Rochester, a Michigan Constitutional and Municipal Corporation whose address is 400 Sixth Street, Rochester, Michigan 48307 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.

2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions of this Act, the State Tax Commission ("Commission") shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.

3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.

4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

5. The County has determined that it has sufficient "Assessment Division Personnel," possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. **DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract," "County," "Municipality," "Party," and "Parties,", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of, the larger group of County Agents as defined above, employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipality's annual assessment roll.

1.2 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

1.3 "Contract Period" shall be defined beginning July 1, through June 30.

1.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.5 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.

1.6 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.

1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.

1.8 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.

1.9 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

1.9.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.

1.9.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.

1.9.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Regulatory Affairs of the State of Michigan (https://www.michigan.gov/taxtrib).

§2. PURPOSE OF COUNTY ASSESSMENT SERVICES. The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide

Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute *effort* toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.

3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.

3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual.* (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

3.4 Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent with the General Property Tax Act, MCL 211.1 *et.seq.,* and other applicable law.

3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.

3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.

3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for the County to process.

3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.

3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.

3.8 Assessment Division Personnel are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel and provide assistance when and where needed.

3.9 Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 *et. seq.,* and other applicable law. Assessment Division Personnel will attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.

3.10 Upon request and with reimbursement of travel, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County. If travel is required for any meetings or appeals described in Section 4 of this Contract, then the County shall be reimbursed at applicable federal reimbursement rates.

3.11 Assessment Division Personnel will have the required certifications for the Assessment Services to be performed under the Contract, Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.

3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.

3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of the County Equalization's main office, as required by MCL 211.10a.

3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided

that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.

3.15 Pursuant to the Contract Term as set forth in Section 10 of this Contract, Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.).

3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.

3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (“PIN”) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. **MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree, upon written request, to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal."

4.1 The Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. Accordingly, the Parties agree to work together throughout the appeal process for a fair resolution.

4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree the Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.

4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.

4.1.3 Municipality agrees any private independent fee appraiser(s) will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, and will be a qualified appraiser in non-real property appeals. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.

4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).

4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes.

4.2.1 Small Claims cases involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.

4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney and will provide with final resolution of these appeals. The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.

4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to Assessment Division Personnel time (see Exhibit A for rates), appraisals, inspections, surveys, legal fees and costs, etc.).

§5. **STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality with matters involving the Commission, including petitioning and defense activities, matters relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154"). Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. **MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's office(s).

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances,

training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.

6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE. Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court.

7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. The Municipality shall copy Assessment Division personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal.

7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.

8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment- related or based rights, including, but not limited to, those described in this section.

8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. **MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.

9.2 The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.

9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.

9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.

9.5 The Municipality agrees to inform the County Agents regarding any increase or decrease in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal or decrease.

9.6 The Municipality will be responsible for maintaining proper documentation of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.

9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.

9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a monthly basis.

9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.

9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.

9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.

9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, free access to the internet, etc., so as not to impede their work. Accommodation will also be made for the public who come for assessing-related inquiries, particularly during times when Boards of Review are in-session.

§10. **TERM AND PAYMENT SCHEDULE OF CONTRACT.** The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

10.1 The Contract term shall be from July 1, 2025, through June 30, 2028.

10.2 For the respective Contract Period, the Municipality shall pay to the County the "Initial" rate shown in the table below for each parcel of Real Property description and each Personal Property parcel description.

Contract Period	Rate per Real and Personal Parcel	
	Initial	Smoothed
July 1, 2025 to June 30, 2026	$30.86	$22.25
July 1, 2026 to June 30, 2027	$32.11	$32.11
July 1, 2027 to June 30, 2028	$33.77	$42.38

The amount of the annual rate shall be capped at 80% of the administration fee (1%) of all eligible taxes to be levied as permitted by law. Using the number of Real Property and Personal Property parcels as of the preceding December 31 of the Contract Period, payment for each Contract Period is due and payable twenty-five percent (25%) on or before September 1, December 1, and March 1, and the remaining twenty-five percent (25%) on or before June 1 of such Contract Period.

The Municipality may pay the total cost of the Contract using the "Smoothed" Rate per Real and Personal Parcel over the term of this Contract pursuant to Oakland County Board of Commissioners Resolution #2025-5051. If Municipality wants to exercise the "Smoothed" payment option, it must make arrangements with the County's Fiscal Services Division. If the Contract is cancelled or terminated pursuant to Section 11, the Municipality will pay amounts owed as if the "Smoothed" payment option was not exercised (See Initial Rate per Real and Personal Parcel).

10.3 Assessment Services requested by a Municipality and not required to be provided by the County under this Contract, will only be provided pursuant to an amendment as required by Section 10.12 of this Contract.

10.4 The Municipality shall be responsible for the delivery costs (e.g. first-class mail postage, certified mail, or third party delivery) for any for any and all real and personal property statements and any and all real and personal property notices sent for all work performed under this Contact.

10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits and indirect costs of the County Agents performing said tasks as set forth in the attached Exhibit A.

10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

10.7 Any mutual extension of this Contract is an amendment to the Contract, shall be in writing, signed by the Parties and is subject to the requirements of Section 10.12 of this Contract.

10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.

10.9 If the County chooses not to exercise its right to set off or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.

10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.

10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.

10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the

Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner. Any amendment to this Contract shall only be valid if written and signed by the Parties.

§11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt,

liability, obligation or Claim(s) against the County.

12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. **NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority, or character of office of either Party to any other person or Party.

13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.

13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the

State Tax Tribunal or any court or review body, or any other such performance-based outcome.

14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any

of its Employees or Agents in connection with any Claim. This Contract 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 Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

§15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

§17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

§18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.

§19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

§20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

§21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by U.S Mail, with proper postage at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party:

County:

Oakland County
250 Elizabeth Lake Road, Ste 1000W
Pontiac, MI 48341
Attention: Micheal R. Lohmeier, Equalization Officer
Telephone: 248-858-0760
Email: lohmeierm@oakgov.com

Copies to:

Oakland County Corporation Counsel
1200 North Telegraph Road, 14E
Pontiac, Michigan 48341

Municipality:

City of Rochester
400 Sixth Street
Rochester, Michigan 48307
Attention: Manager
Telephone: 248-733-3700
Email:

Copies to:

[Contact Name]
[Street Address]
[City, Michigan xxxxx]
[Attention: Contact Person]
[Telephone:]
[Email:]

§22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§23. **ENTIRE CONTRACT,** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way

related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, _____ (Print Name of Signatory), _____ (Title of Signatory) of the City of Rochester, hereby acknowledges that s/he has been authorized by a resolution of the Governing Body of the City of Rochester, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Rochester to the terms and conditions of this Contract.

EXECUTED:

_____ Date: _____

Print Name: _____
Title: _____

WITNESSED:

_____ Date: _____

Print Name: _____
Title: Clerk

[*Remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioner, hereby 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 Contract on behalf of Oakland County and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED:

_____ Date: _____

Print Name: David T. Woodward

Title: Chairperson Oakland County Board of Commissioners

WITNESSED:

_____ Date: _____

Print Name:

Title:

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Exhibit A

Hourly Rate[1] by Position Type

Position Type	Contract Period		
	July 1, 2025 to June 30, 2026	July 1, 2026 to June 30, 2027	July 1, 2027 to June 30, 2028
Central Employee Records Coordinator	$52.16	$54.12	$57.21
Equalization Appraiser Aide	$41.77	$43.33	$45.81
Equalization Appraiser I	$46.21	$47.94	$50.69
Equalization Appraiser II	$63.03	$65.39	$69.14
Equalization Appraiser III	$75.47	$78.30	$82.78
Equalization Assessing Technician Senior	$43.49	$45.13	$47.71
Equalization Assessing Technician	$32.10	$33.30	$35.21
Equalization Field Supervisor	$89.61	$92.97	$98.29
Chief Equalization	$104.36	$108.27	$114.47
Equalization Officer	$134.55	$139.60	$147.59
Equalization Support Specialist	$51.01	$52.92	$55.95
GIS CAD Technician	$65.88	$68.35	$72.26
Office Supervisor	$50.77	$52.67	$55.69
Office Support Clerk Senior	$16.42	$17.04	$18.01
Supervisor Eq Administrative Services	$88.28	$91.60	$96.84
Supervisor Land Desc & Mapping	$83.09	$86.20	$91.14
Tax Standards Specialist	$68.36	$70.92	$74.98
Technical Office Specialist (Part Time)	$17.33	$17.98	$19.01

[1] The Hourly Rate by Position Type includes Wages, Benefits (consisting of: FICA, Social Security, Life Insurance, Disability Insurance, Unemployment Workers' Compensation, Medical/Prescription Drugs/Dental/Optical, Retirement, and Indirect Costs (consisting of: Building Depreciation, County Executive-Administration, Compliance; Corporation Counsel; Mgmt. & Budget-Administration, Purchasing, Fiscal Services; Facilities-Mgmt., Support Services; Human Resources, and Treasurer).

EXHIBIT B

Oakland County, Michigan
Management Budget - Equalization Division
Initial Rate Per Parcel to Provide Assessment Administrative Services by Contract Period

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
									7/1/24 to 6/30/25		7/1/25 to 6/30/26			7/1/26 to 6/30/27			7/1/27 to 6/30/28		
		Community Name	County Commissioner	CC Last Name	Commissioner District	Real Parcel	Personal Parcel	Total Parcel Count	Per Parcel Rate	Revenue	Per Parcel Rate	Increase in Revenue	Total Revenue	Per Parcel Rate	Increase in Revenue	Total Revenue	Per Parcel Rate	Increase in Revenue	Total Revenue
1		Clawson	Penny Luebes	Luebes	2	5,330	599	5,929	$16.22	$96,190	$30.86	$86,776	$182,967	$32.11	$7,412	$190,379	$33.77	$9,856	$200,235
2		Hazel Park	Ann Erickson Gault	Gault	3	7,885	673	8,558	$14.50	$124,064	$30.86	$140,033	$264,097	$32.11	$10,699	$274,796	$33.77	$14,226	$289,022
3		Madison Heights	Ann Erickson Gault	Gault	3	11,552	1,667	13,219	$17.72	$204,285	$30.86	$173,648	$437,933	$32.11	$16,526	$454,460	$33.77	$21,974	$446,434
4		Rochester	Michael Spisz	Spisz	5	4,991	967	5,958	$16.69	$99,436	$30.86	$84,426	$183,862	$32.11	$7,449	$191,310	$33.77	$9,804	$201,214
5		Oxford Twp	Michael Spisz	Spisz	5	8,176	727	8,903	$17.97	$160,018	$30.86	$114,727	$274,743	$32.11	$11,130	$285,874	$33.77	$14,800	$300,673
6		Orion Twp	Michael J Gingell	Gingell	6	15,454	1,161	16,615	$17.87	$296,028	$30.86	$214,106	$512,733	$32.11	$20,772	$533,505	$33.77	$27,619	$561,124
7		Groveland Twp	Bob Hoffman	Hoffman	7	2,488	207	2,695	$16.22	$40,723	$30.86	$38,444	$83,167	$32.11	$3,369	$86,536	$33.77	$4,480	$91,016
8		Rose Twp	Bob Hoffman	Hoffman	7	3,279	75	3,354	$17.72	$59,444	$30.86	$44,059	$103,503	$32.11	$4,133	$107,636	$33.77	$5,575	$113,272
9		Holly Twp	Bob Hoffman	Hoffman	7	5,281	483	5,764	$17.49	$100,460	$30.86	$76,798	$177,258	$32.11	$7,181	$184,439	$33.77	$9,548	$193,987
10		Springfield Twp	Bob Hoffman	Hoffman	7	5,902	307	6,209	$17.15	$106,510	$30.86	$85,087	$191,607	$32.11	$7,762	$199,370	$33.77	$10,321	$209,691
11		Clarkston	Karen Joliat	Joliat	8	428	115	543	$16.69	$9,062	$30.86	$7,694	$16,757	$32.11	$679	$17,436	$33.77	$903	$18,339
12		Keego Harbor	Kristen Nelson	Nelson	10	1,448	207	1,653	$16.69	$27,588	$30.86	$23,423	$51,011	$32.11	$2,067	$53,078	$33.77	$2,748	$55,825
13		Bloomfield Hills	Marcia Gershenson	Gershenson	11	1,835	476	2,311	$21.88	$50,096	$30.86	$21,221	$71,317	$32.11	$2,889	$74,206	$33.77	$3,842	$78,047
14		Orchard Lake	Marcia Gershenson	Gershenson	11	1,039	102	1,141	$28.84	$32,879	$30.86	$2,532	$35,211	$32.11	$1,426	$36,637	$33.77	$1,897	$38,534
15		South Lyon	Philip J Weipert	Weipert	13	4,027	372	4,399	$16.56	$73,667	$30.86	$62,884	$136,752	$32.11	$8,500	$141,251	$33.77	$7,313	$148,564
16		Lyon Twp	Philip J Weipert	Weipert	13	9,108	673	9,781	$17.49	$171,065	$30.86	$130,774	$301,838	$32.11	$12,228	$314,066	$33.77	$16,259	$330,325
17		Milford Twp	Philip J Weipert	Weipert	13	7,141	840	7,981	$17.49	$139,583	$30.86	$106,707	$246,291	$32.11	$9,978	$256,268	$33.77	$13,267	$269,535
18		Walled Lake	Philip J Weipert	Weipert	14	3,156	400	3,556	$18.69	$59,381	$30.86	$50,417	$109,799	$32.11	$4,448	$114,247	$33.77	$5,915	$120,161
19		Wixom	Philip J Weipert	Weipert	14	4,420	1,217	5,637	$20.29	$114,580	$30.86	$58,576	$173,959	$32.11	$7,047	$181,003	$33.77	$9,370	$190,374
20		Novi Twp	Gwen Markham	Markham	15	63	5	68	$17.16	$1,167	$30.86	$932	$2,098	$32.11	$85	$2,183	$33.77	$113	$2,297
21		Farmington	William Miller	Miller	16	3,732	666	4,398	$20.29	$89,240	$30.86	$46,481	$135,721	$32.11	$5,499	$141,219	$33.77	$7,311	$148,530
22		Lathrup Village	Yolanda Smith Charles	Charles	17	1,863	352	2,215	$16.69	$36,967	$30.86	$31,387	$68,354	$32.11	$2,769	$71,123	$33.77	$3,682	$74,805
23		Royal Oak Twp	Yolanda Smith Charles	Charles	17	858	115	973	$15.88	$15,454	$30.86	$14,572	$30,026	$32.11	$1,216	$31,243	$33.77	$1,617	$32,860
24		Southfield Twp	Linne Taylor	Taylor	18	6,087	885	6,972	$17.49	$121,997	$30.86	$92,682	$213,919	$32.11	$8,686	$222,585	$33.77	$11,523	$234,108
25		Huntington Woods	Charlie Cavell	Cavell	19	2,487	163	2,650	$16.22	$42,993	$30.86	$36,785	$81,778	$32.11	$3,313	$85,091	$33.77	$4,405	$89,496
26		Pleasant Ridge	Charlie Cavell	Cavell	19	1,259	112	1,371	$16.22	$22,243	$30.86	$20,066	$42,309	$32.11	$1,754	$44,023	$33.77	$2,279	$46,302
27		Berkley	Charlie Cavell	Cavell	19	7,202	690	7,892	$16.22	$126,037	$30.86	$115,507	$243,544	$32.11	$9,866	$253,411	$33.77	$13,119	$266,530
28		Ferndale	Charlie Cavell	Cavell	19	10,303	1,006	11,309	$16.22	$183,474	$30.86	$165,518	$348,992	$32.11	$14,138	$363,130	$33.77	$18,799	$381,929
29		Birmingham	Charlie Cavell	Cavell	19	9,781	1,538	11,319	$21.09	$236,875	$30.86	$110,825	$349,300	$32.11	$14,151	$363,451	$33.77	$18,816	$382,267
30		Commerce Twp	Christine Long / Robert Smiley	Long / Smiley	12, 14	18,015	1,271	19,286	$20.86	$402,287	$30.86	$192,872	$595,159	$32.11	$24,111	$619,270	$33.77	$32,059	$651,329
31		Oakland Twp	Michael Spisz / Michael J Gingell	Spisz / Gingell	5, 6	7,692	204	7,896	$19.01	$150,139	$30.86	$93,529	$243,668	$32.11	$9,671	$253,339	$33.77	$13,126	$266,465
32		Pontiac	Angela Powell / Kristen Nelson	Powell / Nelson	9, 10	25,157	1,597	26,754	$17.72	$474,171	$30.86	$351,448	$825,619	$32.11	$33,447	$859,066	$33.77	$44,474	$903,540
					Parcel Totals	197,389	19,862	217,251	$17.96	$3,905,539	$30.86	$2,798,746	$6,704,285	$32.11	$271,604	$6,975,890	$33.77	$361,540	$7,337,030
			Total Real and Personal Parcels Equal 7/1/2024 to 6/30/25 Levels			197,389	19,862	217,251			$30.86			$32.11			$33.77		

City of Rochester

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

MEMORANDUM

DATE: June 4, 2025

TO: Mayor and City Council

FROM: Anthony Moggio, Finance Director / Treasurer

SUBJECT: Cloud Transition – ERP (BS&A) and Microsoft 365

BUDGET IMPACT: $164,020 for FYE 2025; $108,930 annually after GL# 661-261.000-805.067

INTRODUCTION:

The City's proposed transition to Microsoft 365 and BS&A Cloud represents a transformative upgrade to our digital infrastructure. These cloud-based platforms offer a broad range of capabilities that go far beyond simple software hosting—bringing modern functionality, improved collaboration, stronger cybersecurity, and operational flexibility that we increasingly rely on.

For Microsoft 365, this move introduces several tools we do not currently have access to in our on-premise environment, including:
- Secure and real-time collaboration through SharePoint and OneDrive
- Access to files and applications from any location with a secure internet connection
- Integrated communication and productivity tools, such as Teams, Planner, and improved Outlook integrations
- Enhanced cybersecurity controls like multifactor authentication, data loss prevention, and automated threat detection—key safeguards recommended for public entities under national and state cybersecurity frameworks

Numerous cities and counties across the country have made this transition in recent years, citing a significant reduction in IT incidents, ransomware risk, and downtime, while gaining better compliance with cybersecurity insurance and audit standards.

For BS&A, migrating to their full cloud-hosted solution delivers even more targeted benefits to our operations:
- True remote work capability for finance, community development, and assessing staff, enabling access from anywhere during emergencies or routine telework
- Built-in backups and disaster recovery, reducing downtime risk and ensuring business

continuity—even in the event of local hardware failures or service disruptions
- Reduced IT burden, as BS&A manages all updates, patches, and server-side maintenance directly
- Streamlined integrations and data availability between modules, improving workflow for everything from utility billing to permitting
- Automated workflows for processes such as purchase approvals, permit routing, inspection scheduling, and accounts payable—enabling cross-departmental efficiency and transparency with real-time tracking and audit trails

Other municipalities using BS&A Cloud have reported significant gains in speed, user experience, and reliability. In emergency situations like power outages or physical building access limitations, cloud-based systems have enabled cities to continue issuing permits, processing payroll, and communicating with residents uninterrupted.

This transition allows Rochester to operate leaner, safer, and more agile—backed by tools that support staff performance, protect our data, and prepare us for future needs.

BACKGROUND:

During the FYE 2026 Goals & Objectives session, it was identified that the transition to cloud-based systems was a strategic technology priority. At that time, the plan was to begin implementation in FYE 2026. However, this project has been requested to pull ahead to FYE 2025 to take advantage of available surplus funds, as discussed with Council during the Goals & Objectives session.

This transition includes:
- Migrating to Microsoft 365 cloud services, including Exchange email, SharePoint/OneDrive for document management, and Office applications.
- Moving all BS&A software modules to the BS&A Cloud platform, removing our dependency on local servers and manual backup systems.

FISCAL IMPACT AND ANALYSIS:

The originally requested budget for this initiative in FYE 2025 was $195,000.

The updated total project cost is $164,020, which is $30,980 under that initial request. This assumes the City brings Assessing, Tax, and Special Assessments services in-house, requiring all related BS&A modules to be transitioned to the cloud. We will only transition what is necessary.

The ongoing annual cost beginning in FYE 2026 will be $108,930.

Currently, the City pays approximately $39,214 per year for related services:
- $6,800/year for Microsoft licenses
- $27,414/year for BS&A (on local servers)
- ~$5,000/year in backup systems and related IT services

The move to cloud services increases the City's annual operating cost by $69,716, but provides significantly greater value, including:
- Fully managed hosting and software updates
- Built-in cybersecurity and data recovery protocols
- Reliable and automated cloud backups
- Increased remote and collaborative access
- Elimination of future capital expenditures for server replacements

Note: If the City does not proceed with bringing Assessing, Tax, and Special Assessments services in-house, the BS&A cloud service level would be reduced. In that case, the total one-time cost in FYE 2025 would be $140,430, and ongoing annual cost would be $93,230, increasing the City's annual operating costs by $54,016 over the current baseline.

SUMMARY:

Transitioning the City's software infrastructure to the cloud ensures long-term sustainability, improves security and resilience, and aligns with modern municipal IT practices. Advancing the project to FYE 2025 enables us to take advantage of existing budget capacity while proactively addressing aging local systems.

LEGAL REVIEW:

Not applicable.

ATTACHMENT:

- BS&A Cloud Services Proposal
- Microsoft 365 Licensing Plan
- Reference: FYE 2026 Goals & Objectives Summary

SUGGESTED COUNCIL ACTION:

Motion to approve the transition of City software systems to cloud-based hosting for both BS&A ERP and Microsoft 365, with a total project cost of $164,020 in FYE 2025 and an estimated ongoing cost of $108,930 annually thereafter.

Proposal for:

City of Rochester, Oakland County MI

February 20, 2025

Quoted by: Clinton Carroll

Software and Services for BS&A Cloud

Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to ***listen****. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT
bsasoftware.com

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade Cloud Modules - *Annual Fee*

Financial Management		
GL-General Ledger		$4,225.00
AP-Account Payable		$3,435.00
PO-Purchase Order		$3,350.00
CR-Cash Receipting		$3,865.00
AR-Account Receivables		$3,180.00
FA-Fixed Assets		$3,095.00
	Total	$21,150.00
Personnel Management		
PR-Payroll		$5,725.00
HR-Human Resources		$3,965.00
TS-Timesheets		$2,600.00
	Total	$12,290.00
Community Development		
BD-Building Department		$6,930.00
	Total	$6,930.00
Property		
Assessing		$5,835.00
Tax		$4,085.00
SPAS-Special Assessments		$2,170.00
	Total	$12,090.00

BS&A Online		
CD-Building		$2,875.00
	Total	$2,875.00
Utility Billing		
UB-Utility Billing		$5,185.00
	Total	$5,185.00
	Subtotal	$60,520.00

Upgrade Implementation

Services include:

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption*
- *Project schedule aligned with your processes and needs, ensuring a seamless transition timeline*
- *Expedited upgrade to cloud capturing existing process to minimize demands required of client teams*
- *Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization*
- *Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources*
- *Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted*
- *Preliminary data conversion with attachments, mirroring final conversion for a smooth transition*
- *Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing*
- *Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes*
- *Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.*
- *As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.*
- *Automated scaffolding of users and security roles based on your previous configurations*
- *Conversion of approval workflows based on role-based security, maintaining established processes*
- *As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment*
- *Documentation of our standard processes, facilitating easy access to essential information*
- *Upgrade training*
- *Prioritized response post go-live for 2 weeks from the upgrade team*
- *3 post go-live survey touch points to check-in on post-go live experience*
- *Remote go-live assistance and remote office hours for a successful transition to the cloud-based software*
- *Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost*

$86,700.00

Cost Totals

Cloud New Purchase – *Annual Fee*	Subtotal	$60,520.00
Upgrade Implementation	Subtotal	$86,700.00

Total Proposed **$147,220.00**

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

City of Rochester

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www.rochestermi.org

MEMORANDUM

Date: June 9, 2025

To: Mayor Salvia and Council Members
From: Jason Warner, Director of Project Management
Nick Schaefer, Director of Public Works
Subject: Skate Park – Design Development Approval

Anticipated Budget Impact: N/A

Issue: At the January 13, 2025, City Council meeting, Council approved to contract with Spohn Ranch for a design build project approach for the skate park including three phases. Spohn Ranch has completed phase 1, design development. Council approval is required to proceed to the next phase of the project which is the development of construction drawings.

Analysis: Spohn Ranch has completed phase 1, the proposed design of the skate park, and has presented it to city staff and skate park planning group participants. A community meeting was held on May 14, 2025, at City Hall which allowed the skateboarding community to provide input on the design. City staff would like to release Spohn Ranch to proceed with phase 2, the development of construction documents, which will be presented to council prior to construction activities.

Requested Action: City staff are requesting City Council to approve the design as presented and to authorize Spohn Ranch to proceed with the Construction Drawing Development phase of the project.

Attachment(s): (1) Design Development Plan

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Where you live.

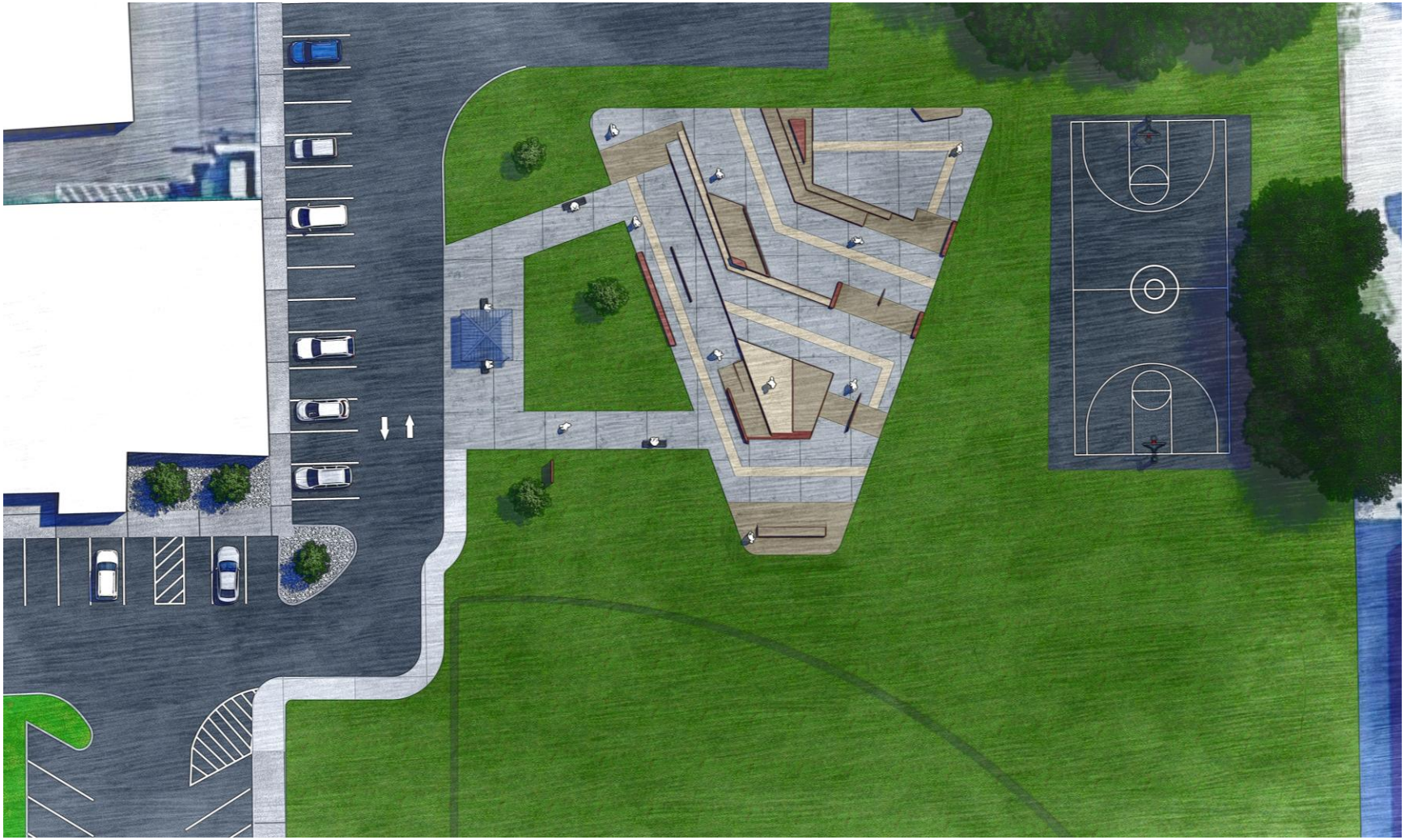


ROCHESTER SKATEPARK

100% DESIGN DEVELOPMENT // JUNE 4, 2025



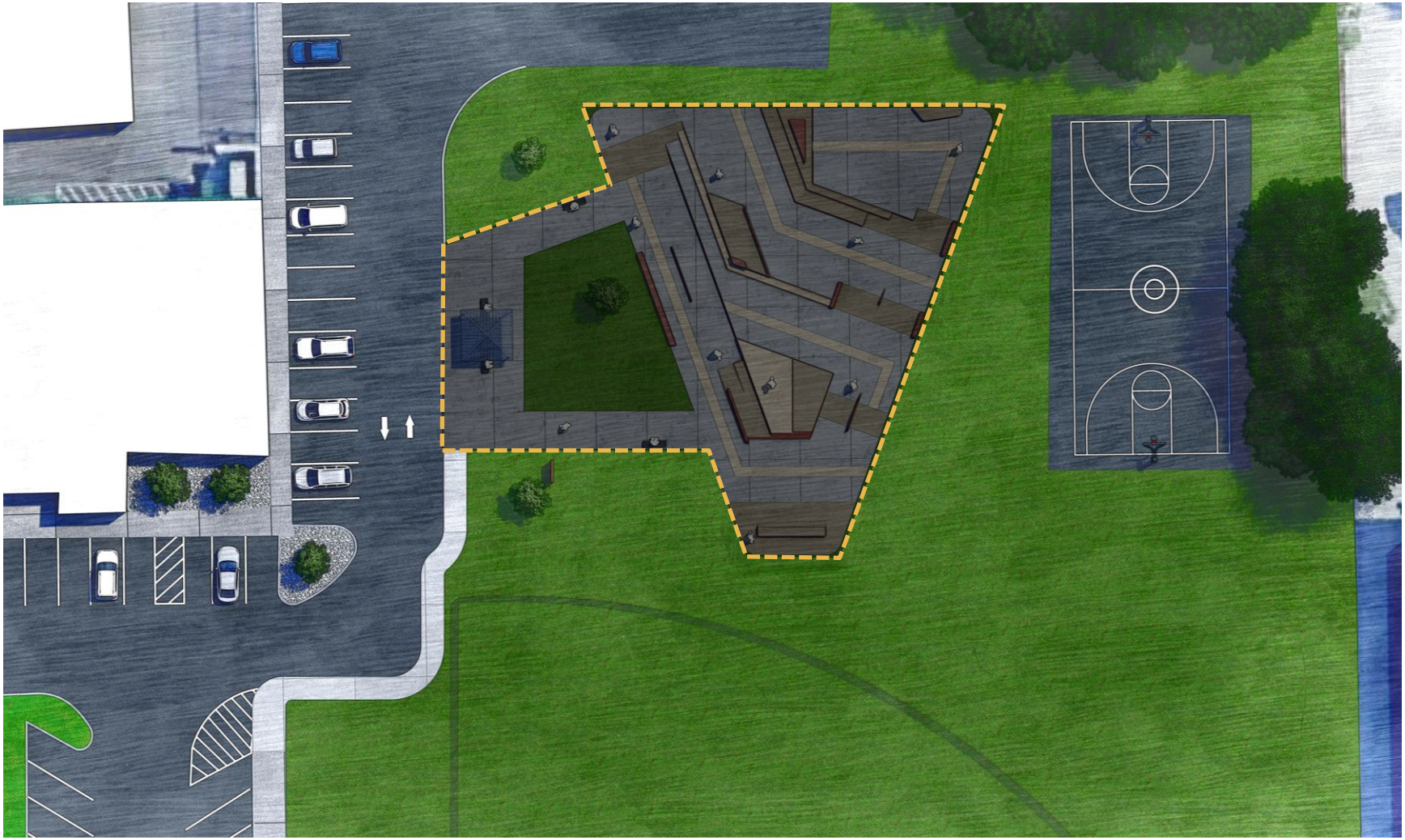




ELEMENT LEGEND

1. GRIND LEDGE
2. FLAT GRIND RAIL
3. BANK RAMP
4. TIERED STEPS
5. MANUAL PAD
6. QUARTER-PIPE
7. HAND RAIL
8. HUBBA LEDGE
9. POLE JAM
10. BUMP-TO-RAIL
11. ENTRY AREA
12. ACCESS PATH (BY OTHERS)
13. SPECTATOR BENCH (BY OTHERS)
14. SHADE STRUCTURE (BY OTHERS)





COST ESTIMATE

100% DESIGN DEVELOPMENT
ROCHESTER SKATEPARK
CITY OF ROCHESTER, MICHIGAN
JUNE 4, 2025

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

LET'S ROLL.

SCOPE ITEM #:	SPOHN RANCH SCOPE ITEM DESCRIPTION:	ESTIMATED COST:
1. DESIGN		
1.1	DESIGN DEVELOPMENT	$20,000.00
1.2	CONSTRUCTION DOCUMENTS	$12,000.00
1.3	STRUCTURAL ENGINEERING	$3,000.00
DESIGN SUB-TOTAL:		$35,000.00
2. CONSTRUCTION		
2.1	MOBILIZATION & GENERAL CONSTRUCTION REQUIREMENTS	$50,000.00
2.2	EARTHWORK	$50,000.00
2.3	CONCRETE ELEMENTS / TERRAIN	$160,000.00
2.4	CONCRETE FLATWORK	$110,000.00
2.5	STEEL COPING, EDGE PROTECTION & GRIND RAILS	$95,000.00
2.6	CONCRETE ENTRY AREA	$18,000.00
CONSTRUCTION SUB-TOTAL:		$483,000.00
GRAND TOTAL:		**$518,000.00**

CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spohn Ranch requires the following to be provided by the Client or another third party. Spohn Ranch's estimate is expressly conditioned upon the following assumptions and any variance will require a change in the estimate.

- Temporary access to potable water source within 150' of skatepark footprint, deliverable via ¾" garden hose (minimum 45 psi)
- Temporary access to power source within 150' of skatepark footprint (minimum two 20-amp circuits ((110v))
- Temporary access to dumpster within 600' of skatepark footprint
- Clearing and demolition (basketball court, basketball hoop, bench, turf, etc.)
- Remove ≥1.5' of non-suitable existing soils (topsoil, organic material, deleterious material, etc.) and replace with suitable fill material per geotechnical report
- Supply and stockpile fill material adjacent to skatepark footprint
- Site restoration including topsoil, landscaping, irrigation, maintenance period, etc.

EXCLUSIONS:

Spohn Ranch's estimate is expressly conditioned upon the following exclusions and any variance will require a change in the estimate.

- Estimate does not include construction signage
- Estimate does not include handling of environmentally hazardous materials
- Estimate does not include site amenities – access path, spectator benches, drinking fountain, shade structure, facility sign, etc.

- Estimate does not include parking lot improvements
- Estimate does not include integral color
- Estimate does not include bonding
- Estimate does not include permit fees
- Estimate does not include graffiti removal
- Estimate does not include prevailing wage or union labor requirements
- Estimate does not include 3rd party testing / inspections
- Estimate does not include taxes other than payroll taxes
- Estimate does not include any work not expressly described in Spohn Ranch's scope of work

All other terms and conditions in the agreement (dated 12.17.24) govern.

I acknowledge and approve:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

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

LET'S ROLL.

ROCHESTER AREA YOUTH ASSISTANCE
BOARD OF DIRECTORS MEETING AGENDA

Tues, May 27, 2025

5:15 p.m.

Rochester Fire Station

Welcome – *Lindsay Wood*

April 22, 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:
May 3 – Health and Wellness Fair at Rochester High School
May 13 – Water & Boating Safety Presentation

Committee Reports:

- **Annual Report** – *Lindsay Wood*
- **By-Laws** – *Debbie Jones*
- **Financial Assistance** – *Jan Willhite-Iserman*
- **Nominating** – *Debbie Jones* – Present slate
- **Youth Council** - *Charlie Rewold*

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

Upcoming dates:
June 3 – Family Education Committee Meeting
June 14 – Nonprofit Fair at the RHPL
Aug 26 – RAYA Board Meeting
Aug 31 – Annual Meeting Reports due
Sept 5-7 – Art & Apples

City of Rochester

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ZONING BOARD OF APPEALS

REGULAR MEETING AGENDA

Chairman William Thomas

Zoning Board of Appeals Members: Denis Fleming, David Gassen, Cody Smith & Frederick VanDame
Alternates: Ray Thietten

400 Sixth Street	**May 28, 2025**	**7:00 p.m.**

1. Call to Order.

2. Roll Call.

3. Approval of the regular meeting minutes of April 23rd, 2025.

4. Mr. Micah Wiersma, Project Manager for AKA Architects, representing the owners of 265 E. 2nd Street, the Rochester Downtown Development Authority, is seeking two variances in order to convert the former Animal Hospital to the Maker + The Graham, an Indoor Community gathering space with a new outdoor Stage. Changes were necessary to be made to the originally approved plan that has resulted in the need for two additional variances. The specific variances being sought are as follows:

   A waiver of 10 ft. of a required side-yard setback (5 ft. proposed, 15 ft. required) to square off the proposed building addition, and a waiver of 13 ft. of a required front yard setback (12 ft. proposed, 25 ft. required) in order to construct a new shade awning over the outdoor patio area, in the I-1 (Industrial 1) Zoning Classification.

   SIDWELL NO: 15-14-108-015,019

   LOCATION: 265 E. 2nd Street

5. Chris Bayer and Rosario Rivel, owners of 125 Albertson St., are seeking two variances in order to remove an existing non-conforming garage in order to construct a new garage in its place. The specific variances being sought are as follows:

City of Rochester

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A variance of 4.5 feet of the required minimum side yard setback for a detached accessory building (5 feet required, 6 inches proposed) and 2.5 of the required rear yard setback for a detached accessory building (3 feet required, 6 inches proposed) within the R-1 (One-Family Residential) zoning classifications.

SIDWELL NO: 15-10-476-016

LOCATION: 125 Albertson St.

6. Mrs. Meredith Mannino, owner of Central Bark, 200 Second St., is seeking a variance to install a second identification sign (a ground sign) at their site. The Sigh Ordinance only allows one business identification sign per building within the I-1, Industrial 1 zoning classification. The specific variance being sought is as follows:

   A variance to allow a second business identification sign within the I-1, Industrial 1 zoning classification.

   SIDWELL NO: 15-14-176-028

   LOCATION: 200 Second St.

7. Miscellaneous

8. 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 248-651-9061 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.

City of Rochester

400 Sixth Street
Rochester, MI 48307
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F: (248) 733-3170
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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

400 Sixth Street	**June 2, 2025**	**7:00 PM**

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 May 5, 2025.
5. Public Hearings
   A. Notice of Public Hearing: 406 S. Main – Consideration for Site Plan Approval, Facade Change and Payment in Lieu of Parking requirements.
6. Considerations:
   A. Consideration to Amend The City of Rochester Official Zoning Map, in Accordance with the Michigan Zoning Enabling Act Pub Act 110 of 2006, as Amended.
   B. Consideration of 210 Diversion Street: Special Project & Site Plan Review Request for Public Hearing.
   C. Consideration of 125 S. Main – Request for Special Exception for Payment in Lieu of Parking requirements.
7. Miscellaneous

A. May 2025 Parking Study

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.

Rochester Hills

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

Meeting Agenda

Sister City Committee/Rochester

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

Tuesday, June 3, 2025 **5:30 PM** **1000 Rochester Hills Drive**

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2025-0159 Approval of Minutes - Sister City Committee - February 26, 2025

Attachments: 02262025 Meeting Minutes.pdf
Resolution (Draft).pdf

DISCUSSION

- Erin McKay - Rochester Hills Government Youth Council Adult Liaison
- Ken Elwert - Director of Parks and Natural Resources

ANY OTHER BUSINESS

NEXT MEETING DATE

- Tuesday, August 5, 2025 - 6:00 p.m.

ADJOURNMENT

City of Rochester

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www.rochestermi.org

PRINCIPAL SHOPPING DISTRICT BOARD MEETING AGENDA

Members: Patti Eisenbraun, Paul Haig, Lonna Harlow, Debbie Jones, Jill Lutz, Karen Malsbury, Phil Munroe & Lynn Oates

Downtown Collaboration Studio, 431 S. Main	**June 4, 2025**	**5:30 pm**

1. Call to Order
2. Roll Call
    a. Welcome New Members – Phil Munroe & Lynn Oates
3. Approval of Meeting Minutes – May 7, 2025
4. General Business
    a. Election of PSD Chair & Vice-Chair – FYE 26
    b. Request for Recommendation – Rochester Posed
    c. Budgetary Housekeeping – Approval of Staff Increases
    d. Discussion - America 250 in 2026
5. Reports
    a. PSD Financial Report
    b. Events & Marketing Update
    c. Executive Director Report
6. Miscellaneous
7. Adjourn

ROCHESTER
Where you live.

OPC SOCIAL & ACTIVITY CENTER
The Best Place To Be 50+

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.*

Thursday, June 5, 2025	**5:00 PM**	**Classrooms 1&2**

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 March 6, 2025, meeting
6. New Business -
    a. Approval of the Revised Employee Manual
    b. Annual Exemption from Public Act 152 for Benefit Year 2025-2026
    c. Presentation of the FY 2026-2028 Budget and Approval of a Public Hearing
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 Clerk
Rochester City Clerk
Charter Township of Oakland Clerk
Robert Davis, Attorney
Posted: OPC Lobby
OPC Website