



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

400 Sixth Street	December 15, 2025	7:00 PM
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1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
5. Approval of the Consent Agenda
 - A. Receipt of Check Register Reports.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation
 - A. Consideration to move Ordinance Amendment Sec 32-71 (Assault and Battery) to second reading and adoption.
 - B. Consideration to move Ordinance Amendment Sec 32-311 (Weapons) for second reading and adoption.
9. Reports and Regular Business
 - A. Consideration of a request to approve the Kiwanis Area Playground project and award the contract to Snider Recreation.
 - B. Consideration of a request to approve the Ludlow All-Abilities Tot Lot Playscape project.

- C. Consideration of a request to accept the DOT grant awarded to the Fire Department to enhance training capability for incidents involving fuel-fed fires and industrial gas emergencies.
 - D. Consideration of a request to accept a grant awarded to the Fire Department to purchase a turn out gear extractor.
 - E. Consideration of a request to accept a grant awarded to the Fire Department for a Community Risk Assessment.
 - F. Request to renew the Interlocal Agreement with Oakland County for Animal Shelter Services and Disposal.
- 10. Receive a Report from the Various Boards and Commissions
 - A. Receipt of a report from the Sister City Committee.
 - B. Receipt of a report from the America 250 Steering 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 September 7, 2023, 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 (312) 626-6799 and enter meeting **ID: 872 4204 3460** 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/87242043460>** (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.**

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
12/03/2025	142058	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY	ABSOPURE DIS 5GAL AND BOTTLE DEPOSIT	201.25
			ABSOPURE WATER COMPANY	ABSOPURE WATER COOLER FOR PARKS - C&	4.00
			ABSOPURE WATER COMPANY	ABSOPURE WATER FOR DPW GARAGE & ADMI	8.00
					<u>213.25</u>
12/03/2025	142059	ADAM QUIRING	ADAM QUIRING	REIMBURSEMENT FOR FAULTY METER CITAT	20.00
12/03/2025	142060	APARTMENT SERVICES CO.	APARTMENT SERVICES CO.	MT AVON CEMETERY LAWN MAINTENANCE -	6,890.53
12/03/2025	142061	APPLIED CAPITAL	APPLIED CAPITAL	COPIER LEASE	1,225.80
12/03/2025	142062	APPLIED INNOVATION	APPLIED INNOVATION	PLOTTER CONTRACT	105.36
12/03/2025	142063	AUGER KLEIN ALLER ARCHITECTS	IAUGER KLEIN ALLER ARCHITECTS	ICONTRACT DOCUMENTS FOR GRAHAM	20,106.21
12/03/2025	142064	AXON ENTERPRISE INC	AXON ENTERPRISE INC	BODY WORN CAMERAS	42,219.74
			AXON ENTERPRISE INC	IN CAR CAMERAS	26,852.88
					<u>69,072.62</u>
12/03/2025	142065	BADGER METER INC.	BADGER METER INC.	WATER DEPT- METER REPAIR PARTS	278.06
12/03/2025	142066	BARCO PRODUCTS COMPANY	BARCO PRODUCTS COMPANY	3 BRONZE PLAQUES	677.77
			BARCO PRODUCTS COMPANY	BRONZE PLAQUES	457.25
					<u>1,135.02</u>
12/03/2025	142067	BIZZY BUZZ ARTISAN MARKET	BIZZY BUZZ ARTISAN MARKET	REDEEMED GIFT CERTIFICATES	50.00
12/03/2025	142068	BRIAN CLAYCOMB	BRIAN CLAYCOMB	NOVEMBER 2025 INSPECTIONS	1,747.50
12/03/2025	142069	CARLETON EQUIPMENT	CARLETON EQUIPMENT	MAINTENANCE MATERIALS FOR BOBCAT #75	2,622.42
12/03/2025	142070	CHARLES SIBERT	CHARLES SIBERT	DECEMBER STUDIO RENT	2,797.13
12/03/2025	142071	CITY OF ROCHESTER HILLS	CITY OF ROCHESTER HILLS	BANNER INSTALL ATTN: TREASURY DEPART	1,047.28
12/03/2025	142072	CITY OF ROCHESTER HILLS	CITY OF ROCHESTER HILLS	SEWER SERVICES FOR HARDING (844,838,	88.26
			CITY OF ROCHESTER HILLS	SEWER SERVICES FOR HARDING (844,838,	88.26
			CITY OF ROCHESTER HILLS	SEWER SERVICES FOR HARDING (844,838,	88.26
			CITY OF ROCHESTER HILLS	SEWER SERVICES FOR HARDING (844,838,	88.26
					<u>353.04</u>
12/03/2025	142073	CIVICSMART PARKING TECH, INC	CIVICSMART PARKING TECH, INC	PEMS SEPTEMBER	3,833.50
			CIVICSMART PARKING TECH, INC	PEMS OCTOBER	3,833.50
					<u>7,667.00</u>
12/03/2025	142074	CMP DISTRIBUTORS INC.	CMP DISTRIBUTORS INC.	TRAINING GLOCKS	1,816.00
12/03/2025	142075	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	254.00
12/03/2025	142076	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	172.50
12/03/2025	142077	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	181.75
12/03/2025	142078	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	CITY HALL WATER SOFTENER CHARGES 11	85.00
12/03/2025	142079	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	CITY HALL WATER SOFTENER - SOLAR 40	43.00
12/03/2025	142080	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	CITY HALL WATER SOFTENER - SOLAR 40	61.50
12/03/2025	142081	DEPENDABLE WHOLESALE INC	DEPENDABLE WHOLESALE INC	TIRES AND DISMOUNT & MOUNTING FOR #6	1,322.00
12/03/2025	142082	DINOSAUR HILL NATURE PRESERVE	DINOSAUR HILL NATURE PRESERVE	DINOSAUR HILL DISBURSEMENT OCT- DEC	7,000.00
12/03/2025	142083	DTE ENERGY	DTE ENERGY	DTE STATEMENTS	14,393.27
12/03/2025	142084	FRANK REWOLD & SON	FRANK REWOLD & SON	ABSESTOS SURVEY FOR GRAHAM	1,139.05
12/03/2025	142085	GALLS INC.	GALLS INC.	BINOCULARS	106.60
12/03/2025	142086	GUNNERS METERS & PARTS, INC.	GUNNERS METERS & PARTS, INC.	WATER DISTRIBUTION MAINTENANCE MATEF	660.00
12/03/2025	142087	HAIG'S OF ROCHESTER	HAIG'S OF ROCHESTER	REDEEMED GIFT CERTIFICATES	250.00
12/03/2025	142088	IMPERIAL DADE	IMPERIAL DADE	JANITORIAL SUPPLIES FOR DPW/CITY HAI	396.53
			IMPERIAL DADE	JANITORIAL SUPPLIES FOR DPW/CITY HAI	381.07

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
					777.60
12/03/2025	142089	KENNETH CAZABON	KENNETH CAZABON	REIMBURSEMENT FOR WORK BOOTS	105.99
12/03/2025	142090	KENNETH DALEN	KENNETH DALEN	TREEBATE PROGRAM 1531 STONY CREEK DF	250.00
12/03/2025	142091	MACNLOW ASSOCIATES	MACNLOW ASSOCIATES	TRAINING COURSE-SCHULTZ	275.00
12/03/2025	142092	MAJIK GRAPHICS INC.	MAJIK GRAPHICS INC.	DECALS 64	830.00
12/03/2025	142093	MASONIC BUILDING AUTHORITY	MASONIC BUILDING AUTHORITY	FY 25-26 2ND QTR	1,378.13
12/03/2025	142094	MICHIGAN BUSINESS CONNECTION, I	MICHIGAN BUSINESS CONNECTION, I	LOAN PAYMENT FOR 265 E SECOND, LOAN	15,143.31
12/03/2025	142095	NATIONAL PELRA	NATIONAL PELRA	NATIONAL MEMBERSHIP NPELRA INV 21441	185.00
12/03/2025	142096	NICHOLAS BANDA	NICHOLAS BANDA	DECEMBER 2025	850.00
12/03/2025	142097	NICHOLAS FRITSCH	NICHOLAS FRITSCH	UNIFORM ALLOWANCE-FRITSCH	40.00
12/03/2025	142098	PEGASUS ENTERTAINMENT, INC	PEGASUS ENTERTAINMENT, INC	PEGASUS- KRINGLE 25	3,550.00
12/03/2025	142099	PLATINUM OFFICE CLEANING LLC	PLATINUM OFFICE CLEANING LLC	NOVEMBER STUDIO CLEANING	275.00
12/03/2025	142100	PRIORITY WASTE	PRIORITY WASTE	DECEMBER 2025 TRASH CONTRACT - RESI	80,964.41
12/03/2025	142101	ROBERT CLANCY CONTRACTING INC	ROBERT CLANCY CONTRACTING INC	EXPOSE RETAINING WALL FOOTING	1,500.00
12/03/2025	142102	ROCHESTER CORNER BAR	ROCHESTER CORNER BAR	REDEEMED GIFT CERTIFICATES	100.00
12/03/2025	142103	ROCHESTER DDA	ROCHESTER DDA	PETTY CASH FOR KRIS KRINGLE	300.00
12/03/2025	142104	ROCHESTER HILLS TIRE & SERVICE	ROCHESTER HILLS TIRE & SERVICE	IGNITION COIL-69	421.65
12/03/2025	142105	ROCHESTER SALVAGE & SUPPLY	ROCHESTER SALVAGE & SUPPLY	FESTIVAL TREE DELIVERIES	2,445.00
12/03/2025	142106	SOUTH STREET SKATESHOP	SOUTH STREET SKATESHOP	REDEEMED GIFT CERTIFICATES	60.00
12/03/2025	142107	SPENCER OIL COMPANY	SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	2,215.27
			SPENCER OIL COMPANY	DYED DIESEL FUEL 607.1 GAL DELIVERE	1,812.43
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,183.11
					<u>8,210.81</u>
12/03/2025	142108	STATE OF MICHIGAN	STATE OF MICHIGAN	MDOT 00935 PROGRAM 219364CON (FED PF	40,530.42
12/03/2025	142109	SUSAN M MCCULLOUGH	SUSAN M MCCULLOUGH	NOVEMBER DDA MINUTES	150.00
12/03/2025	142110	TALULAH BELLE	TALULAH BELLE	REDEEMED GIFT CERTIFICATES	320.00
12/03/2025	142111	TELUS COMMUNICATIONS (U.S.)	INTELUS COMMUNICATIONS (U.S.)	INMVP- SKYHAWK CONNECT ANYWHERE MONTHI	113.28
12/03/2025	142112	TOWER IMAGING	TOWER IMAGING	PRINT CARTRIDGES	354.96
12/03/2025	142113	ULTIMATE TRAINING MUNITIONS	ULTIMATE TRAINING MUNITIONS	TRAINING BLANKS	3,534.37
12/03/2025	142114	ULYSSES HERNANDEZ	ULYSSES HERNANDEZ	HEALTH INSURANCE REIMBURSEMENT HERNANDEZ	500.00
12/03/2025	142115	USA BLUEBOOK	USA BLUEBOOK	WATER SUPPLIES - CHLORINE & IRON AMF	809.06
12/03/2025	142116	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP PARTS FOR NEW VEH# 646 - MUDFLAP	908.38
			VAN HORN TRUCK PARTS INC.	MVP PARTS FOR VEH# 638 AND # 753 - E	155.85
					<u>1,064.23</u>
12/03/2025	142117	WOLVERINE FREIGHTLINER-	WOLVERINE FREIGHTLINER-	MVP REPAIR PARTS FOR VEH #638 - CLAM	75.18
12/05/2025	1320 (A)	BOND ELECTRIC, LLC	BOND ELECTRIC, LLC	NOVEMBER 2025 INSPECTIONS	1,747.80
12/05/2025	1321 (A)	DLZ MICHIGAN INC	DLZ MICHIGAN INC	PROJ 2545794300 FY 2025-2026 MS4	2,175.00
			DLZ MICHIGAN INC	PROJ 2345758800 OC GRANT WM LOOPIN	1,771.00
			DLZ MICHIGAN INC	PROJ 2545784700 2025 GENERAL ENGINE	479.50
					<u>4,425.50</u>
12/05/2025	1322 (A)	DTN LLC	DTN LLC	WEATHER APP CHARGES FOR DPW 12/28/20	144.40
12/05/2025	1323 (A)	JODY ALLEN KINJORSKI	JODY ALLEN KINJORSKI	NOVEMBER 2025 INSPECTIONS	2,082.00
12/05/2025	1324 (A)	NYE UNIFORM	NYE UNIFORM	UNIFORM ALLOWANCE-DUSOVIC	96.50
			NYE UNIFORM	UNIFORM ALLOWANCE-HERMANS	316.50
			NYE UNIFORM	UNIFORM ALLOWANCE-HOGUE	113.00
					<u>526.00</u>
12/05/2025	1325 (A)	PITNEY BOWES BANK INC	PITNEY BOWES BANK INC	POSTAGE REFILL PERMIT #1091 - 11-202	3,257.57
12/05/2025	1326 (A)	SUN LIFE FINANCIAL	SUN LIFE FINANCIAL	SUNLIFE MONTHLY VOLUNT POLICY 834649	2,511.04

A1 TOTALS:

12/03/2025 01:13 PM
User: CMEYERS
DB: Rochester

CHECK REGISTER FOR CITY OF ROCHESTER
CHECK DATE FROM 12/03/2025 - 12/05/2025

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Total of 67 Checks:					322,623.60
Less 0 Void Checks:					0.00
Total of 67 Disbursements:					<u>322,623.60</u>



City of Rochester

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

MEMORANDUM

Date: December 9, 2025

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Ordinance Amendments Sec 32-71 (Assault and Battery) and Sec 32-311 (Weapons)

Copies: Chief Rouhib, Jeremy Peckens, Holly Meyers, Megan Frazho

Issue: Consideration of Amendments to Sec 32-71 and Sec 32-311.

Analysis: At its December 8, 2025 meeting, City Council considered ordinance amendments regarding domestic violence and weapons. After hearing the background and discussing the benefits with Chief Rouhib, Council had a robust discussion and moved the draft ordinance amendments forward for first reading and introduction.

There were no requested changes, so the attached amendments are in the same form as considered. As such, the next step would be to move the ordinance amendments forward for second reading and adoption.

Requested Action: If City Council wishes to proceed with the ordinance amendments, the requested action would be to move them forward for second reading and adoption.

Attachment: Proposed Ordinance Amendments to Sec 32-71 and Sec. 32-311

AN ORDINANCE TO AMEND CHAPTER 32, OFFENSES, ARTICLE III, OFFENSES AGAINST THE PERSON, OF THE CODE OF THE CITY OF ROCHESTER, TO ADD ADDITIONAL PROHIBITED ASSAULTIVE BEHAVIOR TO SEC 32-71.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 32, Offenses, Article III, Offenses Against The Person, of the Rochester Code shall be amended as follows:

ARTICLE III. OFFENSES AGAINST THE PERSON

Sec. 32-71. Assault or assault and battery.

~~It shall be unlawful for any person to commit an assault, or an assault and battery on any person.~~

~~(a) A person who assaults or assaults and batters an individual, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.~~

~~(b) A person who assaults or assaults and batters the person's spouse or former spouse, an individual with whom the individual has or has had a dating relationship, an individual with whom the individual has had a child in common, or a resident or former resident of the individual's household, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both. As used in this Section, "dating relationship" means frequent, intimate associations primarily characterized by the expectation of affectional involvement. This term does not include a casual relationship or an ordinary fraternization between 2 individuals in a business or social context.~~

~~(c) When an individual who has not been convicted previously of an assaultive crime (as defined in MCL 769.4a(8)(a)) pleads guilty to, or is found guilty of, a violation of Sec. 32-71(b) the court, without entering a judgment of guilt and with the consent of the accused and of the prosecuting attorney in consultation with the victim, may defer further proceedings and place the accused on probation as provided for in MCL 769.4a.~~

Section 2. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. REPEAL

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

THIS ORDINANCE shall become effective immediately upon publication.

A true copy of this ordinance may be purchased or inspected at the office of the City Clerk at the Rochester Municipal Building, 400 Sixth Street, Rochester, Michigan, 48307, during regular business hours, 8:00 a.m. to 5:00 p.m. daily, except weekends and holidays.

Made and passed by the City Council of the City of Rochester, State of Michigan, this 15th day of December, 2025.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Debra Jones, Mayor

By: _____
Lee Ann O'Connor, Clerk



City of Rochester

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Copies: Chief Rouhib, Jeremy Peckens, Holly Meyers, Megan Frazho

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There were no requested changes, so the attached amendments are in the same form as considered. As such, the next step would be to move the ordinance amendments forward for second reading and adoption.

Requested Action: If City Council wishes to proceed with the ordinance amendments, the requested action would be to move them forward for second reading and adoption.

Attachment: Proposed Ordinance Amendments to Sec 32-71 and Sec. 32-311

AN ORDINANCE TO AMEND CHAPTER 32, OFFENSES, ARTICLE VI, OFFENSES AGAINST PUBLIC SAFETY, DIVISION 2, WEAPONS, OF THE CODE OF THE CITY OF ROCHESTER, TO ADD ADDITIONAL WEAPONS TO PROHIBITED WEAPONS LIST IN SEC 32-311.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 32, Offenses, Article VI, Offenses Against Public Safety, of the Rochester Code shall be amended as follows:

ARTICLE VI. OFFENSES AGAINST PUBLIC SAFETY

Division 2, Weapons

Sec. 32-311. Possession of knives or other weapons, etc.

(a) It shall be unlawful for any person to have in his possession or control, except within his own domicile, or carry or use in any manner any knife with a blade in excess of three inches, dagger, dirk, razor, stiletto or any other sharp-edged or pointed instrument; provided, however, that such person shall not be in violation of this section if:

- (1) His possession of such bladed weapons is necessary for his employment, trade or occupation;
- (2) He is engaged in or is proceeding to or returning from a place of hunting, trapping or fishing and whenever required, is also carrying a currently valid license issued to him by the state department of conservation;
- (3) Such person is a duly enrolled member of the Boy Scouts of America or a similar organization or society and such possession is necessary to participate in the activities of such organization or society; or
- (4) Such bladed weapon is required under circumstances that tend to establish that its possession is for a lawful purpose.

(b) It shall be unlawful for any person to have in his possession or control or carry or use in any manner any metallic knuckles, karate sticks, bludgeon, blackjack, taser or any weapon or device prohibited under state law.

Section 2. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. REPEAL

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Made and passed by the City Council of the City of Rochester, State of Michigan, this 15th day of December, 2025.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Debra Jones, Mayor

By: _____
Lee Ann O'Connor, Clerk



City of Rochester

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MEMORANDUM

Date: December 15, 2025
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Subject: Kiwanis Area Playground Refurbishment

Anticipated Budget Impact: \$285,528.00 GL# 631-751.000-930.031

Issue: The Kiwanis Area Playground at the Municipal Park is past its useful life and is in need of replacement. The equipment is obsolete and is becoming a safety concern. The project will include demolition and replacement of the playscape equipment and new surfacing. Swing sets will remain.

Analysis: The City of Rochester contracted with Snider Recreation through a co-op contract who has specified new equipment and surfacing. The existing two play structures will be removed. The recreation area to the north will be resurfaced with turf and will become an open recreation area. The area to the south will be provided with two new play structures. One play structure will be provided for users 2 to 5 years of age, and the second play structure will be provided for users 5 to 12 years of age. The existing rubber surface will be patched and overlaid with playscape turf.

Requested Action: Motion to approve the project in the amount of \$285,528.00 and to award a contract to Snider Recreation in the amount of \$285,528.00

Attachment(s): (2) Playscape Equipment & Project Proposal
(3) Existing Pictures



Snider Recreation Inc.

10139 Royalton Road Suite K

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159

www.cvsnyder.com

info@cvsnyder.com

Date	Estimate #
8/4/2025	Q 080425-1
MUNICIP.#2	

Name / Address
City of Rochester Anthony Moggio 400 6th St. Rochester, MI 48307

PROJECT - SHIP TO
PROJECT: Rochester Municipal Location #2
SHIP TO: Snider Installer

Direct: (248)-963-0750

Terms	Rep	Customer Phone	Customer Email	Tax Exempt Number	County
Due On Receipt	VC	Phone: (248) 733-3700	amoggio@rochestermi.org	N/A	oakland

CITY OF ROCHESTER OMNIA CONTRACT MEMBER #5206973 - BURKE OMNIA CONTRACT NUMBER #R220201

Item	Description	Qty	Rate	Total
127-205308-1	Structures for 5-12 and 2-5 with freestanding	1	\$158,975.00	\$158,975.00
Freight	Shipping Charges	1	\$5,500.00	\$5,500.00
OMNIA - 15%	Omnia Discount	1	-\$23,846.25	-\$23,846.25
DISCOUNT	Burke/Snider discount	1	-\$17,100.75	-\$17,100.75
MBE/LABOR	Labor to install all listed equipment	1	\$42,000.00	\$42,000.00
MBE/LABOR	To remove and dispose of existing equipment and rubber surfacing materials in 60' diameter circle and haul and dispose of all.	1	\$19,500.00	\$19,500.00
MBE/LABOR	Labor to level crushed stone base and compact to meet concrete, install turf and pad materials in 60' diameter circle and turf over existing PIP rubber in smaller circle area and swing area. Wear mats under slides and swings included.	1	\$35,000.00	\$35,000.00
PTURF	MATERIALS - 3 turf areas A) 60 diameter circle w/turf and Pad B) 48' diameter circle with turf over existing rubber and C) Swing area with turf over existing rubber with wear mats under swings includes patching rubber for base for turf.	1	\$65,550.00	\$65,500.00

1/2 down with order, balance upon completion with approved credit

If tax exempt certificate is not provided, appropriate sales tax will be charged. Quote valid for 30 days.

Acceptance of this quote assumes acceptance of Snider insurance.

Freight subject to fuel charge. Payment via credit card will

incur an additional 3% administrative fee.

Subtotal	\$285,528.00
Sales Tax (6.0%)	
Total	\$285,528.00

Signed _____ Date _____

Name/Title _____

Quoted By:
Vcrawford Snider Recreation

ROCHESTER MUNICIPAL PARK 2 - PLAYGROUND

Burke
PLAY THAT MOVES YOU
SCLBURKE.COM • 800.266.1850



COLOR KEY

● GREEN	GREEN
● WHITE	WHITE
● ORANGE	ORANGE
● YELLOW	YELLOW
● LIME	LIME
● OCEAN	OCEAN
● OCEAN/BLACK	OCEAN/BLACK
● YELLOW/BLACK	YELLOW/BLACK
● LIME/BLACK	LIME/BLACK
● OCEAN/BLACK	OCEAN/BLACK



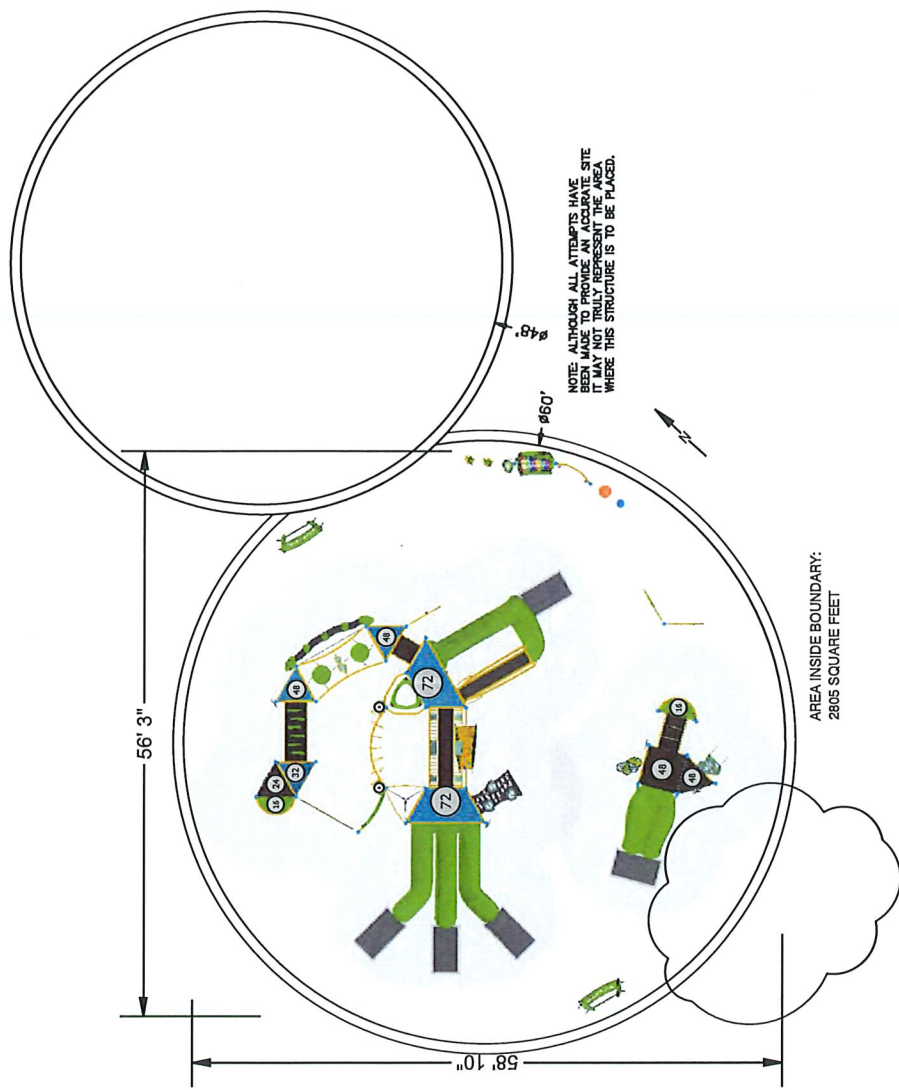
ROCHESTER MUNICIPAL PARK 2 - PLAYGROUND

PROPOSAL # 127-205308-1



3D Designer: Heidi





The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)			
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
42	15 / 8	0 / 0	20 / 5 / 9 / 3

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 3304.9 sq.ft.
Perimeter: 230 ft.
STRUCTURE SIZE: 10'x56' 3"
POST SIZE: 6x6"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus Burke Basics Intensity	SITE PLAN VIEW
GROUP: 5-12 Structure 2-5 Structure PlayEnsemble Freestanding DESIGNED FOR AGES: 5 to 12, 2 to 5, 2 to 12	<p style="text-align: center;"> Municipal Park 2 - Playground Rochester, MI 48307  </p>
<p style="text-align: right;"> 07/31/2025 Snider Recreation, Inc. 127-205308-1 Designer: Brittany Murphy </p>	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM	



PlayGround Turf 55™

Description: PlayGround Turf 55™ was made specifically for playgrounds with advanced features including antistatic yarn, antimicrobial additives and CoolGrass technology. This product is available in an assortment of colors and has a lower pile height to maintain the density that helps keep the turf mat-resistant. PlayGround Turf 55 passes ASTM F1292 for ADA accessibility.

Applications: Community, school or daycare play areas

Face Weight: 55 oz.

Pile Height: Green: 1.0" – 1.2" | Colors: 1.2"

Roll Width: 15' (180") wide rolls

Yarn Color: Two-tone green with a green and tan thatch layer. Also available in yellow, orange, tan, white, navy blue and light blue.

Yarn Type: 8,000 denier, two-tone polyethylene blades with a 5,000 denier, texturized polyethylene thatch layer. PlayGround Turf 55™ yarn is manufactured to include antimicrobial additives, antistatic properties and CoolGrass technology.

Construction Details: Type: Tufted | Gauge: 3/8"

Primary Backing: 9.1 oz., stabilized, multi-layered, knitted polyethylene with 5 pic Action Back layer

Secondary Backing: 18 oz., polyurethane coating

Total Weight: 82.1 oz.

Perforations: 3" x 4" on center

Infill Requirements: 2 lbs/sf of TCool® or other acceptable infill, based on application

Warranty: 10-year commercial | 16-year residential



PlayGround Turf 55™

- Go green for a more realistic look or explore colorful design possibilities!
- Premium safety features include antimicrobial additives, antistatic yarn and CoolGrass technology
- Highly durable surfacing designed specifically for playgrounds



Oak Brook Park District
Oak Brook, Illinois

ASTM testing available upon request. Specifications are subject to a variance of +/- 5% for Face Weight and +/- 0.125" for Pile Height.





City of Rochester

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

MEMORANDUM

Date: December 15, 2025
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Subject: Ludlow All Abilities Tot Lot Playscape

Anticipated Budget Impact:

HUD Community Project Funding Grant: \$797,000 GL# 631-000.000-528.000
New Funding Ask: Playscape Project: \$136,800 GL# 631-751.000-930.032
In Current Fiscal Year Budget: Pathway Repaving: \$60,000 GL# 631-751.000-930.035

Issue: The Ludlow Tot Lot Playscape is past its useful life and is in need of replacement. The equipment is obsolete and is becoming a safety concern. The site is also not ADA compliant. The proposed project will provide a compliant route from the Ludlow parking lot to and throughout the playscape site. The project will include site work, demolition and replacement of pathways, and demolition and replacement of the playscape equipment. The existing gazebo and swing sets will be salvaged and reused. Additionally, part of the pathway to Ludlow is in need of replacement. This pathway is likely to be utilized for construction access to the site which will further degrade the surface. Replacement of the pathway is also planned.

Analysis: The City of Rochester has been awarded the HUD Community Project Funding (CPF) Grant in the amount of \$797,000. City engineering firm AEW Inc. was hired to provide construction and bid documents. The project was recently bid. Usztan LLC. from Auburn Hills, MI was the lowest responsible bidder. Total project cost is \$993,800.00, which includes construction, engineering, construction administration, 10% project contingency, and pathway replacement.

Requested Action: Motion to approve the project in the amount of \$993,800 and to award a contract to Usztan LLC. in the amount of \$903,742.00 which includes 10% contingency, and pathway replacement in the amount of \$60,000.

Attachment(s):

- (1) AEW Recommendation
- (2) As-Bid Estimate
- (3) Proposed Plan
- (4) Alternate Pathway Paving Plan
- (5) Playscape Equipment



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

December 2, 2025

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

Reference: Recommendation of Contract Extension

Rochester All Abilities Playscape – Municipal Park improvements
AEW Project No. 0270-0139

Dear Mr. Schaefer:

Following public advertisement and bid solicitation, we publicly opened bids for the referenced projects at the City of Rochester on November 18, 2025. The certified low bidder for the project is Usztan, LLC of Oakland, MI, with a total base bid of \$767,032.00. We have attached the bid tabulation for your reference.

After the bid opening, representatives from the City (Nick Schefer, Jason Warner, and Jason Dickenson), and our firm conducted an interview with Usztan, LLC. The purpose was to confirm their bid and assess their ability to complete the work in accordance with the project's engineering plans and specifications.

During the interview, Usztan, LLC confirmed their capability to complete the project in accordance with the plans and specifications. They demonstrated a clear understanding of the scope of work and mentioned their successful of performing similar projects in the past.

Following the interview, we reviewed Usztan, LLC 's responses and experience with City staff, and the interview team found them to be satisfactory.

Additionally, we have contacted several of the references that the Contractor provided and all stated that Usztan, LLC is qualified to perform the project and have successfully performed similar work in the past.

Based on above, we recommend awarding the contract to Usztan, LLC, with a 10% contingency, bringing the total construction cost to \$843,742.00 (\$767,032.00 + 10%).



Nick Schaefer, Public Works Director
12/2/2025
Page 2

It should be noted that the Contractor may utilize the existing trail from the Ludlow access drive to the playground area, approximately 400 feet in length, for site access. This segment of the trail is currently in fair condition. If the City elects to reconstruct this portion from the playground to the Ludlow concrete approach, it would provide a new appearance and ensure consistency with the overall project improvements.

The additional cost for this work is \$60,000, which would bring the total construction cost to \$903,742.00.

Please feel free to contact us if you have any questions or require additional information.

Sincerely,

Aseel Putros, PE, CFM
Senior Project manager

Enclosure: Bid Tabulation

cc: Nik Banda, City Manager

M:\0270\0270-0139\Gen\Letters\Recommendation of award.docx



TABULATION OF BIDS
 ROCHESTER ALL ABILITIES PLAYSCAPE
 MUNICIPAL PARK IMPROVEMENTS,
 MICHIGAN GRANT NO. B-22-Q-MI
 AEW PROJECT NO. 0270-0139

Prepared by: Anderson, Eckstein and Westrick, Inc.
 51301 Schoenherr Road
 Shelby Township, MI 48315

DATE: 11/18/2025
 TIME: 10:30 AM

BIDDER RANKING

RANK	BIDDER'S NAME	TOTAL BID
1	Uszian LLC	\$ 767,032.00
2	JSS-Macomb, LLC	\$ 815,513.61
3	Warren Contractors & Development, Inc	\$ 891,734.50
3	DMC Consultants, Inc	\$ 928,961.08
3	WCI Contractors, Inc	\$ 956,563.50



TABULATION OF BIDS
CITY OF ROCHESTER
 ROCHESTER ALL ABILITIES PLAYSCAPE
 MUNICIPAL PARK IMPROVEMENTS,
 MICHIGAN GRANT NO. B-22-Q-MI
 AEW PROJECT NO. 0270-0139

Item No.	Description	Estimated Quantity	Units	Uszfan LLC		JSS-Macomb, LLC		Warren Contractors & Development, Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	_Bonds, insurance & Mobilization (\$30,000 Max)	1	LS	25,000.00	25,000.00	5,830.00	5,830.00	30,000.00	30,000.00
2.	_Traffic Control and Maintenance	1	LS	4,000.00	4,000.00	4,300.00	4,300.00	1,500.00	1,500.00
3.	Tree, Rem, 6 inch to 18 inch	3	Ea	800.00	2,400.00	788.00	2,364.00	1,050.00	3,150.00
4.	Sewer, Rem, Less than 24 inch	213	Ft	7.00	1,491.00	40.50	8,626.50	30.00	6,390.00
5.	Curb and Gutter, Rem	67	Ft	34.00	2,278.00	12.50	837.50	38.00	2,546.00
6.	Pavt, Rem	348	Syd	24.00	8,352.00	9.60	3,340.80	24.00	8,352.00
7.	_Concrete Wall, Rem	146	Ft	40.00	5,840.00	133.00	19,418.00	120.00	17,520.00
8.	_Concrete Wall	23	Ft	330.00	7,590.00	250.00	5,750.00	175.00	4,025.00
9.	_Earthwork	1	LS	19,000.00	19,000.00	35,000.00	35,000.00	80,000.00	80,000.00
10.	Aggregate Base, 6 inch	1,323	Syd	12.00	15,876.00	20.00	26,460.00	22.00	29,106.00
11.	Culv End Sect, Metal, 12 inch	3	Ea	1,000.00	3,000.00	601.00	1,803.00	550.00	1,650.00
12.	_Culv, CI A, 8 inch, PVC, Tr Det B	22	Ft	148.00	3,256.00	80.00	1,760.00	55.00	1,210.00
13.	_Sewer, CSP, 16 GA, 12 inch, Tr Det A	140	Ft	60.00	8,400.00	105.00	14,700.00	89.00	12,460.00
14.	_Sewer, CSP, 16 GA, 12 inch, Tr Det B	32	Ft	60.00	1,920.00	91.50	2,928.00	110.00	3,520.00
15.	Underdrain, Subgrade, Open Graded, 8 inch	290	Ft	23.00	6,670.00	39.75	11,527.50	41.00	11,890.00
16.	Underdrain, Subgrade, Open-Graded, 6-inch	618	Ft	14.00	8,652.00	34.00	21,012.00	38.00	23,484.00
17.	Dr. Structure, Tap, 12 inch	1	Ea	4,500.00	4,500.00	383.00	383.00	725.00	725.00
18.	Riprap, Plain	70	Syd	105.00	7,350.00	69.25	4,847.50	85.00	5,950.00
19.	Erosion Control, Silt Fence	265	Ft	3.00	795.00	4.13	1,094.45	3.50	927.50
20.	_Erosion Control, Inlet Protection, Fabric Drop, Modified	1	Ea	500.00	500.00	208.00	208.00	172.00	172.00
21.	HMA, 4EML	72	Ton	234.00	16,848.00	328.00	23,616.00	248.00	17,856.00



CITY OF ROCHESTER
 ROCHESTER ALL ABILITIES PLAYSCAPE
 MUNICIPAL PARK IMPROVEMENTS,
 MICHIGAN GRANT NO. B-22-Q-MI
 AEW PROJECT NO. 0270-0139

Item No.	Description	Estimated Quantity	Units	Uszian LLC		JSS-Macomb, LLC		Warren Contractors & Development, Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22.	HMA, 5EML	36	Ton	282.00	10,152.00	420.00	15,120.00	260.00	9,360.00
23.	Curb and Gutter, Conc, Det D2	67	Ft	95.00	6,365.00	42.00	2,814.00	46.00	3,082.00
24.	Curb Ramp Opening, Conc	10	Ft	100.00	1,000.00	75.50	755.00	46.00	460.00
25.	Sidewalk, Conc, 4 inch	991	Sft	11.00	10,901.00	7.55	7,482.05	7.00	6,937.00
26.	Sidewalk, Conc, 6 inch	218	Sft	14.00	3,052.00	8.75	1,907.50	8.00	1,744.00
27.	_Decorative Concrete Surface	137	Sft	32.00	4,384.00	31.50	4,315.50	29.00	3,973.00
28.	_Shared Use Path, Rem	965	Syd	24.00	23,160.00	24.00	23,160.00	21.00	20,265.00
29.	_Shared Use Path, Conc, Modified	836	Syd	100.00	83,600.00	70.00	58,520.00	75.00	62,700.00
30.	_Pavement Markings	1	LS	5,500.00	5,500.00	2,630.00	2,630.00	500.00	500.00
31.	_Surface Restoration, Seeding	1	LS	20,000.00	20,000.00	10,000.00	10,000.00	23,000.00	23,000.00
32.	_Sign, Type 1A Mod, Single-Sided	3	Ea	400.00	1,200.00	368.00	1,104.00	260.00	780.00
33.	_Gazebo, Erect, Salv	1	Ea	7,000.00	7,000.00	14,999.31	14,999.31	5,500.00	5,500.00
34.	_Playground Turf	1	LS	208,000.00	208,000.00	245,000.00	245,000.00	240,000.00	240,000.00
35.	_Playground Equipment	1	LS	213,000.00	213,000.00	207,000.00	207,000.00	223,000.00	223,000.00
36.	_Landscape, Rem	1	LS	16,000.00	16,000.00	24,900.00	24,900.00	28,000.00	28,000.00
TOTAL AMOUNT BID				\$	767,032.00	\$	815,513.61	\$	891,734.50



TABULATION OF BIDS
CITY OF ROCHESTER
 ROCHESTER ALL ABILITIES PLAYSCAPE
 MUNICIPAL PARK IMPROVEMENTS,
 MICHIGAN GRANT NO. B-22-Q-MI
 AEW PROJECT NO. 0270-0139

Item No.	Description	Estimated Quantity	Units	DMC Consultants, Inc		WCI Contractors, Inc	
				Unit Price	Amount	Unit Price	Amount
1.	_Bonds, insurance & Mobilization (\$30,000 Max)	1	LS	25,000.00	25,000.00	27,100.00	27,100.00
2.	_Traffic Control and Maintenance	1	LS	10,000.00	10,000.00	11,500.00	11,500.00
3.	Tree, Rem, 6 inch to 18 inch	3	Ea	640.00	1,920.00	680.00	2,040.00
4.	Sewer, Rem, Less than 24 inch	213	Ft	25.60	5,452.80	10.00	2,130.00
5.	Curb and Gutter, Rem	67	Ft	19.20	1,286.40	17.00	1,139.00
6.	Pavt, Rem	348	Syd	19.20	6,681.60	19.00	6,612.00
7.	_Concrete Wall, Rem	146	Ft	83.20	12,147.20	59.00	8,614.00
8.	_Concrete Wall	23	Ft	45.00	1,035.00	260.00	5,980.00
9.	_Earthwork	1	LS	47,360.00	47,360.00	71,700.00	71,700.00
10.	Aggregate Base, 6 inch	1,323	Syd	23.04	30,481.92	20.00	26,460.00
11.	Culv End Sect, Metal, 12 inch	3	Ea	640.00	1,920.00	570.00	1,710.00
12.	_Culv, Cl A, 8 inch, PVC, Tr Det B	22	Ft	70.40	1,548.80	57.00	1,254.00
13.	_Sewer, CSP, 16 GA, 12 inch, Tr Det A	140	Ft	51.20	7,168.00	57.00	7,980.00
14.	_Sewer, CSP, 16 GA, 12 inch, Tr Det B	32	Ft	65.28	2,088.96	74.00	2,368.00
15.	Underdrain, Subgrade, Open Graded, 8 inch	290	Ft	48.64	14,105.60	34.00	9,860.00
16.	Underdrain, Subgrade, Open-Graded, 6-inch	618	Ft	40.96	25,313.28	26.00	16,068.00
17.	Dr. Structure, Tap, 12 inch	1	Ea	1,280.00	1,280.00	600.00	600.00
18.	Riprap, Plain	70	Syd	47.36	3,315.20	78.00	5,460.00
19.	Erosion Control, Silt Fence	265	Ft	3.84	1,017.60	4.50	1,192.50
20.	_Erosion Control, Inlet Protection, Fabric Drop, Modified	1	Ea	320.00	320.00	200.00	200.00
21.	HMA, 4EML	72	Ton	243.20	17,510.40	376.00	27,072.00



CITY OF ROCHESTER
 ROCHESTER ALL ABILITIES PLAYSCAPE
 MUNICIPAL PARK IMPROVEMENTS,
 MICHIGAN GRANT NO. B-22-Q-MI
 AEW PROJECT NO. 0270-0139

Item No.	Description	Estimated Quantity	Units	DMC Consultants, Inc		WCI Contractors, Inc	
				Unit Price	Amount	Unit Price	Amount
22.	HMA, 5EML	36	Ton	320.00	11,520.00	416.00	14,976.00
23.	Curb and Gutter, Conc, Det D2	67	Ft	19.20	1,286.40	45.00	3,015.00
24.	Curb Ramp Opening, Conc	10	Ft	19.20	192.00	45.00	450.00
25.	Sidewalk, Conc, 4 inch	991	Sft	16.64	16,490.24	9.50	9,414.50
26.	Sidewalk, Conc, 6 inch	218	Sft	17.92	3,906.56	13.25	2,888.50
27.	_Decorative Concrete Surface	137	Sft	20.48	2,805.76	24.50	3,356.50
28.	_Shared Use Path, Rem	965	Syd	15.36	14,822.40	15.50	14,957.50
29.	_Shared Use Path, Conc, Modified	836	Syd	20.48	17,121.28	93.50	78,166.00
30.	_Pavement Markings	1	LS	15,360.00	15,360.00	1,100.00	1,100.00
31.	_Surface Restoration, Seeding	1	LS	12,800.00	12,800.00	26,300.00	26,300.00
32.	_Sign, Type 1A Mod, Single-Sided	3	Ea	1,920.00	5,760.00	400.00	1,200.00
33.	_Gazebo, Erect, Salv	1	Ea	83,200.00	83,200.00	36,500.00	36,500.00
34.	_Playground Turf	1	LS	256,254.08	256,254.08	262,000.00	262,000.00
35.	_Playground Equipment	1	LS	248,089.60	248,089.60	237,600.00	237,600.00
36.	_Playscape, Rem	1	LS	22,400.00	22,400.00	27,600.00	27,600.00
TOTAL AMOUNT BID				\$	928,961.08	\$	956,563.50

AS-BID ESTIMATE

ROCHESTER ALL ABILITIES PLAYScape

AEW Project No. 0270-0139

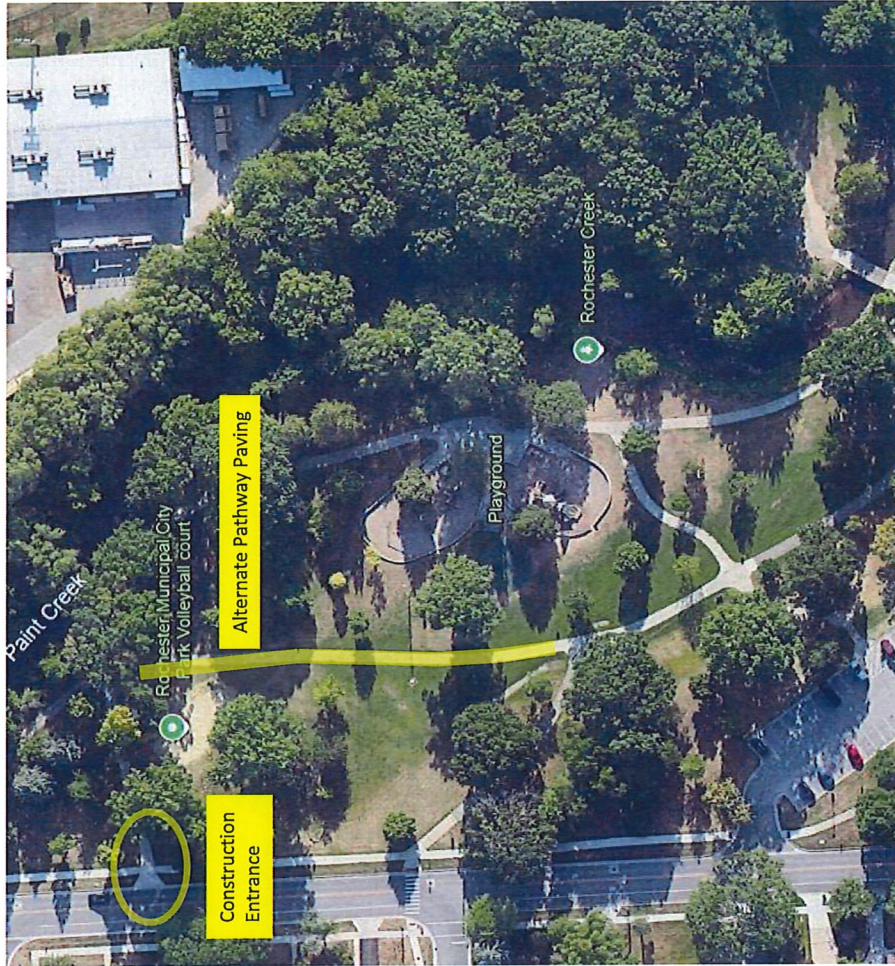
ENGINEER: Anderson, Eckstein & Westrick, Inc. PREPARED BY: Aseel Putros, PE, CFM
 51301 Schoenherr Road
 Shelby Township, MI 48315

OWNER: City of Rochester DATE: 2-Dec-25
 400 Sixth Street
 Rochester MI 48307

ITEMS	AMOUNT
1 As-Bid Construction	\$767,032.00
Total Bid Cost	\$767,032.00
2 10% Construction Contingency	\$76,710.00
3 Outstanding Preliminary Engineering Fee	\$7,500.00
4 Outstanding Engineering Design Fee	\$824.80
5 Geotechnical and Materials (G2) - Construction	\$5,000.00
6 Construction Staking (2% of Construction Cost)*	\$15,340.00
7 Construction Administration (2% of Construction Cost)*	\$15,340.00
8 Construction Observation (6% of Construction Cost)*	\$46,020.00
As-Bid Total Project Cost	\$933,800.00
9 Alternate - 400' Trail Reconstruction from Playground area to Concrete path off Ludlow **	\$60,000.00
As-Bid Total Project Cost+ Force Account	\$993,800.00

Notes:

1. * Items indicated with an asterisk (*) will be billed baes on a percentage fee of final Construction Cost
2. ** Alternate – If the City elects to reconstruct the additional trail section between the playground area and Ludlow approach.



PROPOSAL #: 127-204439-1

LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND



Burke
PLAY THAT MOVES YOU
BCBURKE.COM • 800.266.1250

3D Designer: Heidi

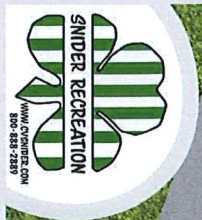
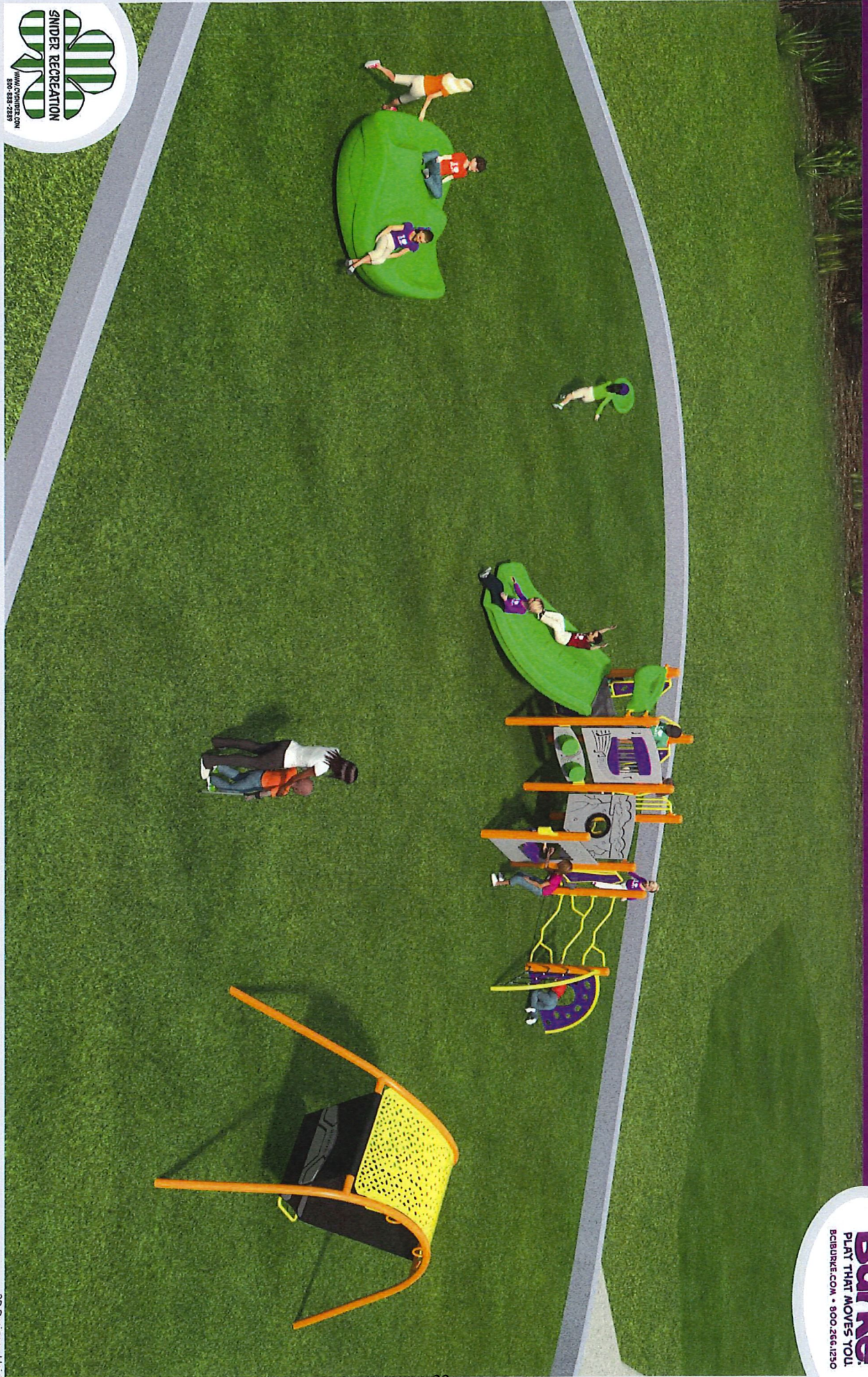
LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND

PROPOSAL #: 127-2014139-1



3D Designer: Heidi

LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND



LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND

PROPOSAL #: 127-204439-1



3D Designer: Heidi



LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND

PROPOSAL #: 127-2014139-1



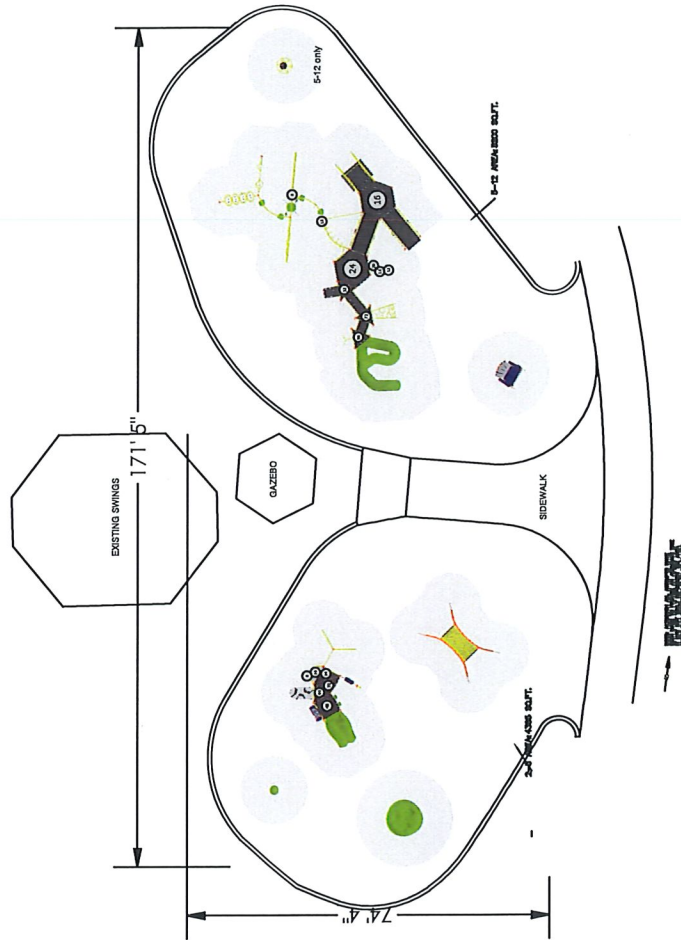
COLOR KEY	
●	ORANGE
●	LEMON
●	LIME
●	PURPLE
●	GRAY/BLACK



LUDLOW MUNICIPAL ALL ABILITIES PLAYGROUND

Burke
PLAY THAT MOVES YOU.
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The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
38	21 / 11	13 / 5	8 / 6	17 / 7 / 8 / 4

OVERALL BOUNDING OF USE ZONES
 Area: 12733.3 sq. ft.
 Perimeter: 491.3 ft.
STRUCTURE SIZE: 74' 4" x 171' 5"
POST SIZE(S): 5"
 **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Burke Basics | Nucleus | Intensity **SITE PLAN VIEW**

GROUP: 5-12 Structure | 2-5 Structure | Freestanding 07/11/2025

DESIGNED FOR AGES: 5 to 12, 2 to 5 **Snider Recreation, Inc.**

Ludlow-Municipal Park
Rochester, MI 48307

Burke
PLAY THAT MOVES YOU.

127-204439-1
Designer: Kristin La Cross

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



Rochester Fire Department

TO: CITY MANAGER, NIK BANDA
FROM: FIRE CHIEF, JOHN CIESLIK
SUBJECT: GRANT ACCEPTANCE
DATE: DECEMBER 8, 2025

Current Condition: The Fire Department has the opportunity to accept a \$50,000 grant dedicated to enhancing training capability for incidents involving fuel-fed fires and industrial gas emergencies. These events can include natural gas infrastructure, commercial/industrial piping, utility incidents, and other pressurized-gas fire scenarios where correct tactics focus on isolating the fuel source and managing exposures. Traditional classroom instruction and “cold” props are valuable, but they do not fully replicate the heat, flame behavior, noise, and stress conditions that drive real-world decision-making and performance.

These propane-fired training props provide a controlled, repeatable way to train critical, high-risk skills in a safe environment. Specifically, these props allow firefighters to practice:

- Fuel isolation strategy: Emphasizing “control the valve, not the flame” to prevent re-ignition or unignited gas accumulation hazards.
- Valve operations under realistic conditions: Performing shutoffs with gloves, limited visibility, elevated heart rate, and radiant heat exposure.
- Nozzle discipline and protective streams: Maintaining coordinated protection for the firefighter operating the valve while cooling exposures.
- Exposure protection and positioning: Understanding how quickly metal and nearby equipment can heat and why cooling and angle of approach matter.
- Crew coordination and communications: Clear role assignments, standardized commands, and safe advance/retreat discipline.

These capabilities improve preparedness for both City incidents and mutual aid responses, and support the Department’s ongoing commitment to risk reduction, firefighter safety, and efficient incident stabilization.

Requested Action: Council to approve the acceptance of a \$50,000.00 DOT grant. There is no cost share

Thank you for your consideration.

John

John Cieslik
Fire Chief



Rochester Fire Department

TO: CITY MANAGER, NIK BANDA
FROM: FIRE CHIEF, JOHN CIESLIK
SUBJECT: TURN OUT GEAR EXTRATOR
DATE: DECEMBER 9, 2025

Current Condition: Firefighter turnout gear is designed to protect members from heat and flame, but after incidents it can also hold contaminants such as soot, combustion byproducts, hydrocarbons, and other hazardous residues. When that contamination remains in the fabric—or is inadequately removed—firefighters can be repeatedly exposed through skin contact, off-gassing in apparatus and stations, and cross-contamination of other PPE and living/work areas. NFPA’s research and guidance on PPE contamination and cleaning practices emphasize that effective decontamination and cleaning is a key component of reducing these health and safety risks.

A dedicated washer-extractor is one of the most practical and defensible ways for a fire department to meet NFPA-aligned care-and-maintenance expectations and follow good practice for routine and advanced cleaning. NFPA 1851 (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) establishes requirements intended to reduce risks associated with improper maintenance, contamination, or damage of protective ensembles

Requested Action: A grant was submitted December 20, 2024, requesting funding to purchase a new turn out gear extractor. The city was awarded the grant September 24, 2025, for \$28,603.28 to purchase a extractor. The city’s portion is \$1,362.06. I am requesting city council’s approval of the grant

Thank you for your consideration.

John

John Cieslik
Fire Chief



Rochester Fire Department

TO: CITY MANAGER, NIK BNDA
FROM: FIRE CHIEF, JOHN CIESLIK
SUBJECT: COMMUNITY RISK ASSESTMENT
DATE: DECEMBER 9, 2025

Current Condition:

A Community Risk Assessment (CRA) provides the Rochester Fire Department with a structured, evidence-based understanding of the hazards, vulnerabilities, and response challenges that exist across the city. Rather than relying on anecdotal trends or isolated incident reviews, a CRA systematically evaluates community conditions and fire/EMS demand to identify the most significant risks and the populations most likely to be impacted. This approach supports the core purpose of Community Risk Reduction (CRR) as described in NFPA guidance: to identify and prioritize local risks and then make strategic investments—through prevention, preparedness, and response—to reduce those risks and their consequences.

The most immediate benefit of a CRA is clear, defensible prioritization. Using consistent criteria—such as severity, frequency, likelihood, duration, response capability, and economic impact CRA helps the department distinguish between risks that are merely visible and risks that are truly consequential. This turns community safety planning into a repeatable, data-driven process and creates a transparent rationale for why certain issues (for example, high-risk occupancies or recurring incident types) should receive focused attention. In practical terms, this improves decision-making on where to concentrate inspections, public

Requested Action: A grant for the funding was submitted December 20, 2024. The grant was awarded to the Rochester Fire Department on September 27, 2025, for \$38,101.00. The City's portion is \$1,814.34. Requesting City Council to approve our acceptance of the grant.

Thank you for your consideration.

John


John Cieslik
Fire Chief

ROCHESTER POLICE DEPARTMENT

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

GEORGE T. ROUHIB JR.
CHIEF OF POLICE

MEMORANDUM

Date: November 12, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police 
Subject: Interlocal Agreement-Oakland Couty-Animal Services

Issue: Request approval of the Interlocal Agreement for animal services between the City of Rochester and County of Oakland.

Analysis: Annually, the City of Rochester is provided with an Interlocal Agreement for animal services from Oakland County. The agreement stipulates mutual processes, responsibilities, financial obligations, and terms on termination or cancellation of the agreement.

Requested Action: Approve as presented.

Attachment(s): Interlocal Agreement (must be signed by the mayor and city clerk)

ANIMAL SHELTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF ROCHESTER, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF ROCHESTER whose principal address is 400 Sixth St, Rochester, Michigan 48307, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

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

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Shelter and Pet Adoption Center** means a facility owned and operated by the COUNTY to care for impounded animals.
 - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the Animal Shelter and Pet Adoption Center by: (1) agents of MUNICIPALITIES carrying out rabies

program (1'. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
 - 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or their authorized representative.
 - 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
 - 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Shelter and Pet Adoption in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
 - 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
 - 1.12. **Euthanasia** means the humane destruction of animals.
 - 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
 - 1.14. **Rabies Specimen** means brain tissue taken from an animal suspected of being rabid.
 - 1.15. **Transported** means the delivery by the COUNTY of a rabies specimen to the Michigan State Laboratory in Lansing.
 - 1.16. **Community Cat** is a term used to describe outdoor unowned free-roaming cats. These cats could be friendly, feral, adults, kittens, healthy, sick, altered and/or unaltered. They may or may not have a caregiver but do not have an owner.
- §2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:
- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
 - 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give-up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
 - 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
 - 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Shelter and Pet Adoption Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting applications for the redemption of impounded animals.
 - 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.

- 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.
- 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
- 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement. If the local dog license is not provided to the County for sale, an Oakland County dog license will be sold.
- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.
- 3.3. The MUNICIPALITY shall be responsible for any community cat program(s) sponsored by the MUNICIPALITY within their jurisdiction.
- 3.4. The MUNICIPALITY must ensure that any sick or injured animal brought to the COUNTY is first evaluated and treated by a licensed veterinary facility. Upon arrival at the shelter, the MUNICIPALITY shall provide written confirmation from the treating clinic that the animal is medically stable and suitable for shelter housing. The COUNTY reserves the right, in its sole discretion, to determine whether the animal's medical needs exceed the shelter's capabilities. If so, the COUNTY may refuse to accept the animal.
- 3.5. The MUNICIPALITY shall by business days end retrieve any animal boarded at the shelter on its behalf that requires medical attention and transport it to a licensed veterinary facility upon notification from the COUNTY.
- 3.6. The MUNICIPALITY shall reimburse the COUNTY in full for the cost of any medical treatment or emergency aid administered by COUNTY personnel to a MUNICIPALITY animal. Reimbursable costs include, but are not limited to, veterinarian and staff salaries and benefits, medical supplies, equipment use, and any applicable facility costs. The COUNTY shall provide the MUNICIPALITY with an itemized invoice, and payment shall be due within thirty (30) days of receipt.

3.7. The MUNICIPALITY must confirm whether each animal is a Give Up Animal prior to transport. When the shelter is at capacity, the COUNTY will suspend intake of Give Up Animals from the MUNICIPALITY. If it is later determined, through microchip or other reliable means, that the animal delivered by the MUNICIPALITY is a Give Up Animal and not eligible for intake under the shelter's current capacity status, the MUNICIPALITY agrees to retrieve the animal by end of business day and return it to the last known legal owner, unless otherwise prohibited by law.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the COUNTY for its services under this agreement:

4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2026	\$ 28.50
2027	\$ 30.00
2028	\$ 31.50

4.2. Such fees shall be limited to the required holding period as set forth by the MUNICIPALITY, fees For the destruction and disposal of each animal held the required holding period will be:

2026	\$ 10.50
2027	\$ 11.00
2028	\$ 11.50

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.3. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	\$ 25.00
2027	\$ 26.25
2028	\$ 27.50

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.4. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	\$115.50
2027	\$121.00

2028 \$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.5. Fees for each live rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	\$115.50
2027	\$121.00
2028	\$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.6. Fees for each dead rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	\$115.50
2027	\$121.00
2028	\$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.7. Fees for transport of rabies specimens turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	\$115.50
2027	\$121.00
2028	\$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

- 4.8. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2026 and expiring September 30, 2028 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class
- 7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by

the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
- §11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.
- §12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- §13. RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- §14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this agreement.
- §18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.
- §19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter

genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

§20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

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

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Nancy Salvia, Mayor, City of Rochester, hereby acknowledges that he/she has been authorized by a resolution of the City of Rochester, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____
Nancy Salvia, Mayor
City of Rochester

DATE: _____

WITNESSED: _____
Lee Ann O'Connor, Clerk
City of Rochester

DATE: _____

IN WITNESS WHEREOF, Dave Woodward, Chairperson, Oakland County Board of Commissioners, 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 Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
Dave Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Lisa Brown, Clerk/Register of Deeds
County of Oakland

DATE: _____



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 Mark Skelcy
Rochester: Debbie Jones, Steve Sage, and Marilyn Trent
Youth Representative: Eliza Pizzuti*

Tuesday, December 9, 2025

5:00 PM

1000 Rochester Hills Drive

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

DISCUSSION

- Discuss Stories Untold Event to Coincide with the Memorial Day Parade
- Discuss 2026 Meeting Schedule and Topics for 2026

ANY OTHER BUSINESS

NEXT MEETING DATE

- To Be Determined.

ADJOURNMENT