



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	January 13, 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 Minutes
 - A. Consideration of the Minutes of the Regular Meeting of December 16, 2024.
6. Approval of the Consent Agenda
 - A. Consideration to approve the Italian Happening Car Show Event
 - B. Receipt of the Check Register Report.
7. Old Business/Tabled Items
8. Public Hearings
9. Legislative Deliberation
10. Reports and Regular Business
 - A. Presentation by Tom Colis of Miller Canfield regarding Bond Information.
 - B. Mayoral Nominations/Appointment to the Compensation Commission.

- C. Consideration to approve and award contract to Spohn Ranch Inc., Design and Build Skatepark.
- D. Discussion on Roberts Rules of Order.
- 11. Receive a Report from the Various Boards and Commissions
 - A. Receipt of a report from Planning Commission.
 - B. Receipt of a report from the Principal Shopping District.
 - C. Receipt of a report from the City Beautiful Commission.
- 12. Public Comment
- 13. General Miscellaneous
- 14. Adjourn

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



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Procedure for Hybrid Public Meeting

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

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

- Live stream audio and video content on two (2) separate streaming platforms available at the City's [YouTube](#) and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)
- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: bdannunzio@rochestermi.org.)
- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 827 3646 3207**. 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/82736463207> (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.

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, Sara King, Steve Sage and Marilyn Trent.

ABSENT: Councilmember Debbie Jones.

3. PLEDGE OF ALLEGIANCE

Mayor Salvia led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON SCHEDULED/PRESENTATIONS

Margaret Shepherd, Rewold, thanked City Staff for their excellent work.

5. MINUTES

5A. Consideration of the Minutes of the Regular Meeting of December 9, 2024.

MOTION: Sage moved, Trent seconded,
To approve the Minutes of the Regular Meeting of December 9, 2024.

VOTE: YES: Salvia, Bikson, Hauser, King, Sage and Trent.

NO: None.

ABSENT: Jones.

Motion Carried.

6. CONSENT AGENDA

NONE.

7. OLD BUSINESS/ TABLED ITEMS.

NONE.

8. PUBLIC HEARINGS

NONE.

9. LEGISLATIVE DELIBERATIONS

NONE.

10. REPORTS AND REGULAR BUSINESS

10A. Resolution opting out of Public Act 152 regarding cost sharing of healthcare insurance from public employees.

MOTION: King moved, Trent seconded,

To adopt the Resolution opting out of Public Act 152 regarding cost sharing of healthcare insurance from public employees.

VOTE: YES: Salvia, Bikson, Hauser, King, Sage and Trent.

NO: None.

ABSENT: Jones.

Motion Carried.

10B. Request from Fire Chief to purchase of Self-Contained Breathing Apparatus (SCBA) air packs from West Shore Fire and Municipal Emergency Services at a cost of \$198,122.00 and replace the SCBA fill station compressor from Breathing Air Systems at a cost of \$29,993.44.

MOTION: Sage moved, Trent seconded,

To approve the Request from Fire Chief to purchase of Self-Contained Breathing Apparatus (SCBA) air packs from West Shore Fire and Municipal Emergency Services at a cost of \$198,122.00 and replace the SCBA fill station compressor from Breathing Air Systems at a cost of \$29,993.44.

VOTE: YES: Salvia, Bikson, Hauser, King, Sage and Trent.

NO: None.

ABSENT: Jones.

Motion Carried.

10C. Check Register Reports for December 5, 2024.

11. BOARDS AND COMMISSIONS REPORTS.

NONE.

12. GENERAL MISCELLANEOUS.

Fire Chief Cieslik noticed Council that he has investigated reports of drones and helicopter flights over Rochester and found no need for concern.

Finance Director/Treasurer Moggio invited all to a fundraising spaghetti dinner at the Fire Station Thursday evening to raise funds for filming a movie on the life saving efforts by one of the City's firefighters.

City Manager Banda commended resident David Berletich's efforts renovating the WWII Memorial and he advised Council of the Special Meeting for budget preparation scheduled for Saturday, January 25, 2025 at the Fire Station.

Bikson and Sage wished all Happy Holidays.

Trent commented on the neighborhood light fight winner Alice Street.

Mayor Salvia announced the hiring of a new police officer, Nicholas Fritsch and encouraged all to attend the fundraiser spaghetti dinner.

PUBLIC COMMENT

NONE.

13. ADJOURN

Mayor Salvia adjourned the meeting at 7:26 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: January 8, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: The Italian Happening Event

Issue: Request to hold The Italian Happening Event

Analysis: A special event application has been submitted by the local Alfa Romeo Owner's Club to hold The Italian Happening Car Show on Sunday, **July 27, 2025**, from 11 am to 3 pm in the Municipal Park.

The event application has been reviewed by all department heads and the only cost was \$275 from the DPW for labor. There were no other costs from any other department. This event is not a fundraiser however the organization donates revenue to the DDA and PCCA. There will not be any street closures since the event will take place in the park. Proof of liability insurance has been submitted. A hold harmless agreement must be forwarded to the police department prior to the event.

Sponsors: Cauley Ferrari, M1 Concourse, Suburban Motor Group

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

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

Date/Hours of Event:

July 27, 2025

Date/Hours of Event:

11:00 am to 3:00 pm

Name of Event:

Italian Happening car show

Description of Event:

A display of approximately 100 local Italian cars, organized by brand

Location Requested:

Upper area of park (see attached map) across from bandstand

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

Date/Hours of Event:

July 27, 2025 , 11:00 am to 3:00pm

Date/Hours of Set-up and Tear Down:

July 27, starting 9:00 am. finished by 4:00 pm

Organization Name:

Alfa Romeo owners Detroit

Organization Address (include street address, city, state & zip):

383 Eileen Drive
Bloomfield Hills MI 48302

Organization Phone Number:

248-798-4805

Name of Contact Person and Phone Number:

Marc Trahan

Contact Person E-Mail (must be provided):

trahanfamily@comcast.net

On-Site Event Manager/Contact Person Name & Phone Number:

248 797 1308

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

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:
M1 Concourse, Cauley Ferrari, Suburban Motor Group

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

Most of our revenue is given back to Rochester DDA and Paint Creek Center for Arts

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

This will be our sixth year, first was in 2019

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

The show has been held at Freedom Hill and St. Johns Inn in Plymouth

Total estimated attendance each day:
Estimated 200 people, plus vehicle owners.

What parking arrangements will be necessary to accommodate attendance?
Describe:

None. Spectators will use public parking

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:
Saucy Joes Italian food truck and a gelato vendor

Will merchandise be sold? YES NO
 If yes, describe:
Sponsors will sell some of their merchandise

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

Picnic Tables	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, number requested: <u>5</u>
Trash Receptacles	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, number requested: <u>5</u>
Dumpsters	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: _____
Electrical Connections	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: _____
Meter Bags	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: _____
Barricades	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: _____
Traffic Cones	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: _____
Other	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> 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.
Three booths, one for each sponsor

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:

20 ft by 40 ft for spectators and show participants, and a small 6ft by 6 ft at show entrance

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:

Client#: 11621

ALFRO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY) 01/05/2025

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 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: Naughton Insurance, Inc. P.O. Box 6192 Providence, RI 02940
CONTACT NAME:
PHONE (A/C, No, Ext): 401 433-4000 FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A: Endurance American Specialty
INSURED: Alfa Romeo Owners Club P.O. Box 92155 Portland, OR 97292
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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MMDD/YYYY), POLICY EXPI (MMDD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for Insured's event to be held on July 27, 2025, at Rochester Park. Certificate Holder is included as an Additional Insured, but only as respects the operations of the Named Insured.

CERTIFICATE HOLDER: City of Rochester, 400 Sixth Street, Rochester, MI 48307
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

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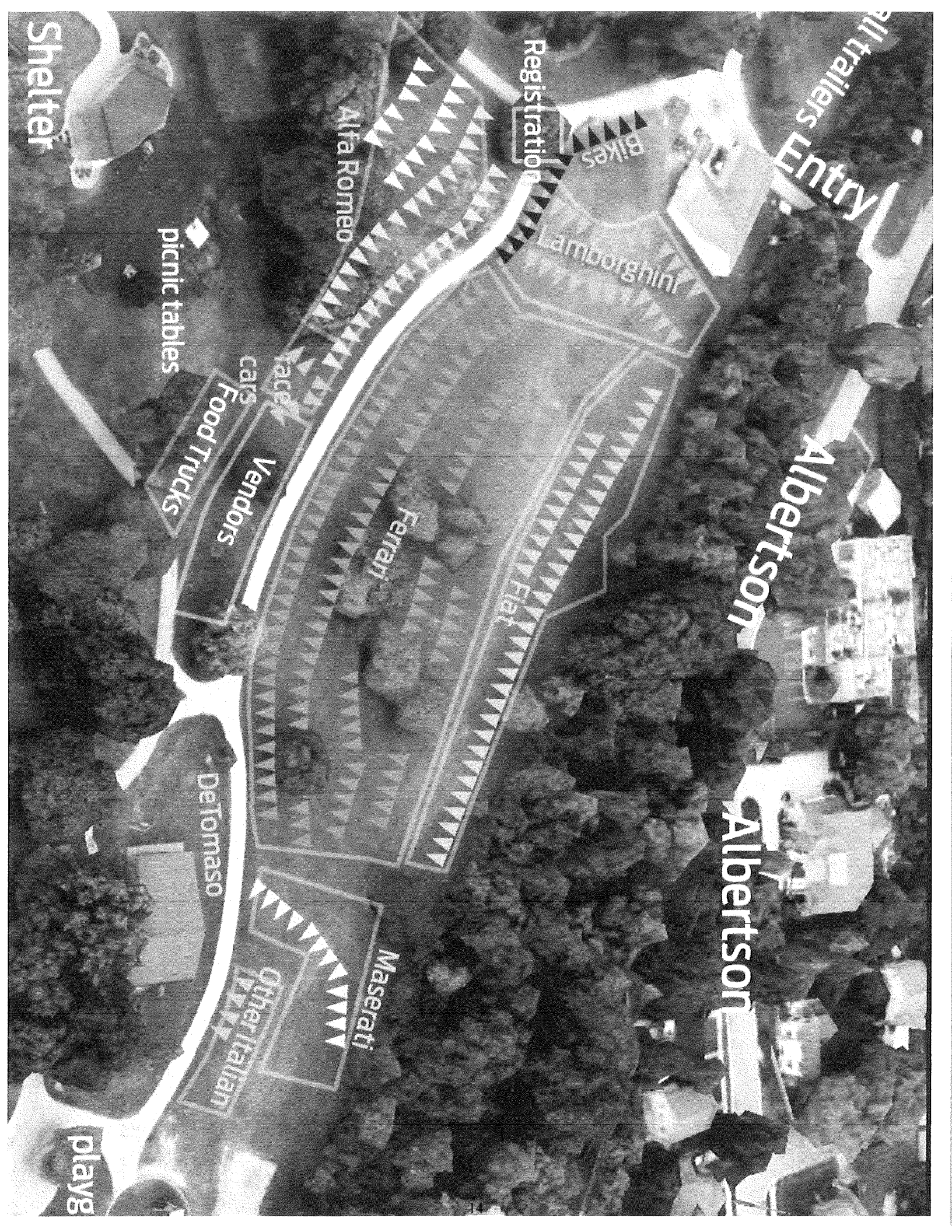
ACORD 25 (2014/01) #S60533/M59614

1 of 1 The ACORD name and logo are registered marks of ACORD

LAR

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

Department	Name	Comments	Costs Expected
City Manager			
DPW/Parks & Recreation	Jill Gaffke	Picnic Tables/Trash	2750
Police Department	Chief Rouhib	No Issues	0
Fire Department	Chief Cieslik	No Issues	0
Building Department			
Finance Department			
Clerk			
DDA (*If in the district)			



all trailers
Entry

Registration

Bikes

Lamborghini

Alfa Romeo

Shelter

picnic tables

Vendors
Food Trucks

Ferrari

Fiat

Albertson

Albertson

DeTomaso

Maserati

Other Italian

playg

2025 Rochester Event Calender Tenative Events

January 8, 2025

Month	Time	Event	Location
January			
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester
19	9 am-11am	Frozen Paw 5K	Downtown Rochester
February			
March			
April			
May			
10	6am-2pm	Walk MS Rochester 2025	Cancelled
June			
July			
27	11 am-3 pm	Italian Happening Car Show	Municipal Park
August			
9		Detroit Congenital Heart Walk	Municipal Park
September			
27	0800-1100	Hometown Hustle	Downtown Rochester
October			
5	8:30 am-11 am	Scare Away Hunger 5K & Family Fun Run	Municipal Park
November			
December			

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
12/12/2024	139500	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY	ABSOPURE DIS 5GAL AND BOTTLE DEPOSIT	44.55
12/12/2024	139501	ANDERSON, ECKSTEIN AND	ANDERSON, ECKSTEIN AND	PROJ 0270-0197-0 PRO SERVICES 10/21/	2,045.10
12/12/2024	139502	ANTHONY MOGGIO	ANTHONY MOGGIO	TRAVEL REIMBURSEMENT NOVEMBER 2024	199.66
12/12/2024	139503	AQUATEST LABORATORIES, INC	AQUATEST LABORATORIES, INC	WATER DEPARTMENT BAC-T SAMPLING NC	532.00
12/12/2024	139504	BADGER METER INC.	BADGER METER INC.	BADGER METER- MBL HOSTING SERV UNIT	235.95
12/12/2024	139505	BATTERY GIANT	BATTERY GIANT	BATTERY PRTS	73.46
			BATTERY GIANT	MOTOR BATTERY- M1	169.95
					<u>243.41</u>
12/12/2024	139506	BOUND TREE MEDICAL, LLC	BOUND TREE MEDICAL, LLC	MEDICAP SUPPLIES	239.84
			BOUND TREE MEDICAL, LLC	MEDICAP SUPPLIES	386.30
			BOUND TREE MEDICAL, LLC	MEDICAP SUPPLIES	470.35
			BOUND TREE MEDICAL, LLC	MEDICAP SUPPLIES	17.85
			BOUND TREE MEDICAL, LLC	MEDICAP SUPPLIES	473.64
					<u>1,587.98</u>
12/12/2024	139507	BOWEN PAVING INC.	BOWEN PAVING INC.	WATER RESTORATION FROM SERVICE REPAI	3,830.00
12/12/2024	139508	C & G NEWSPAPERS	C & G NEWSPAPERS	C&G NEWSPAPERS INV 0031418-IN	248.20
12/12/2024	139509	CARRIE SIMON	CARRIE SIMON	UNIFORM ALLOWANCE-SIMON	159.36
12/12/2024	139510	CHIEF FINANCIAL CREDIT UNION	CHIEF FINANCIAL CREDIT UNION	REFUND ENGINEERING FEES 2020-02	11,424.16
12/12/2024	139511	CHOMP DELI & GRILL	CHOMP DELI & GRILL	REDEEMED GIFT CERTIFICATES	600.00
12/12/2024	139512	CIVICSMART PARKING TECH, INC	CIVICSMART PARKING TECH, INC	PEMS- DECEMBER	3,899.50
12/12/2024	139513	CRISTEN ALIMARIO	CRISTEN ALIMARIO	TNR CATS	75.00
12/12/2024	139514	CTS COMPANIES INC	CTS COMPANIES INC	EQUIPMENT REPAIR	366.00
12/12/2024	139515	CYNERGY PRODUCTS	CYNERGY PRODUCTS	DB VEHICLE CHANGEOVER	451.50
12/12/2024	139516	DES MOINES STAMP MFG. COMPANY	DES MOINES STAMP MFG. COMPANY	HD DATER 2360 2 COLOR STAMPS	149.00
12/12/2024	139517	DESSERT OASIS LLC	DESSERT OASIS LLC	COOKIE STROLL PAYMENT	225.00
12/12/2024	139518	DETROIT SALT COMPANY	DETROIT SALT COMPANY	ROCK SALT ORDER 105.34 TONS DELIVERE	6,468.93
12/12/2024	139519	DILLMAN & UPTON	DILLMAN & UPTON	VEHICLE TAPE	31.47
			DILLMAN & UPTON	WATER DEPARTMENT- CAULK & SEALANT FC	69.39
					<u>100.86</u>
12/12/2024	139520	DINOSAUR HILL NATURE PRESERVE	DINOSAUR HILL NATURE PRESERVE	DINOSAUR HILL DISBURSEMENT OCT - DEC	7,000.00
12/12/2024	139521	DOWNTOWN TAROT COMPANY	DOWNTOWN TAROT COMPANY	REDEEMED GIFT CERTIFICATES	50.00
12/12/2024	139522	DTE ENERGY	DTE ENERGY	DTE STATEMENTS	10,428.09
12/12/2024	139523	ESO SOLUTIONS INC	ESO SOLUTIONS INC	MEDICAL REPROT COMPUTER PROGRAM	4,944.50
12/12/2024	139524	EXTERIOR CONCEPTS	EXTERIOR CONCEPTS	LANDSCAPE FIRE STATION	1,325.00
12/12/2024	139525	GALLS INC.	GALLS INC.	UNIFORM ALLOWANCE-DUSOVIC	95.71
			GALLS INC.	UNIFORM ALLOWANCE-DIEHL	67.59
					<u>163.30</u>
12/12/2024	139526	GARY'S COLISION	GARY'S COLISION	REPIR RUST SPOT ON VEHICLE	1,149.10
12/12/2024	139527	GIVE THANKS BAKERY & CAFE	GIVE THANKS BAKERY & CAFE	COOKIE STROLL COOKIE PAYMENT	225.00
12/12/2024	139528	HALT FIRE, INC.	HALT FIRE, INC.	APPARATUS REPAIR	2,236.57
12/12/2024	139529	HILTI INC	HILTI INC	RESCUE TOOL RENTAL	430.00
			HILTI INC	RESCUE TOOL RENTAL	430.00
			HILTI INC	RESCUE TOOL RENTAL	430.00
					<u>1,290.00</u>
12/12/2024	139530	HYDROCORP	HYDROCORP	CROSS CONNECTION CONTROL PROG INSPEC	4,307.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
			HYDROCORP	CROSS CONNECTION CONTROL PROG INSPEC	4,307.00
					<u>8,614.00</u>
12/12/2024	139531	IMS ALLIANCE	IMS ALLIANCE	ACCOUNTABILITY TAGS	54.10
12/12/2024	139532	JAMES PENMAN	JAMES PENMAN	K9 FLEA TREATMENT	116.58
12/12/2024	139533	JOSHUA BEAZLEY	JOSHUA BEAZLEY	REIMBURSEMENT GAS	38.00
12/12/2024	139534	KENNEDY INDUSTRIES INC.	KENNEDY INDUSTRIES INC.	LIONS/SKATING SHELTER- SERVICE CALL-	5,776.00
12/12/2024	139535	KIMBALL MIDWEST	KIMBALL MIDWEST	MVP OPERATING SUPPLIES -BOLTS	494.80
12/12/2024	139536	KIMI K SALON & SPA	KIMI K SALON & SPA	REDEEMED GIFT CERTIFICATES	100.00
12/12/2024	139537	KNAPP'S DONUTS	KNAPP'S DONUTS	REDEEMED GIFT CERTIFICATES	220.00
12/12/2024	139538	KRUSE'S PAINT CREEK TAVERN	KRUSE'S PAINT CREEK TAVERN	REDEEMED GIFT CERTIFICATES	645.00
12/12/2024	139539	LAWNWORKS, INC.	LAWNWORKS, INC.	ANNUALS PLANTED, WATERED, REMOVED (I	816.00
			LAWNWORKS, INC.	ANNUALS PLANTED, WATERED, REMOVED (I	703.30
			LAWNWORKS, INC.	ANNUALS PLANTED, WATERED, REMOVED (I	5,080.00
					<u>6,599.30</u>
12/12/2024	139540	LIPUMA'S CONEY ISLAND	LIPUMA'S CONEY ISLAND	REDEEMED GIFT CERTIFICATES	160.00
12/12/2024	139541	MACQUEEN	MACQUEEN	FIRE EQUIPMENT	52.95
			MACQUEEN	FIRE EQUIPMENT	998.00
					<u>1,050.95</u>
12/12/2024	139542	MARILYN TRENT	MARILYN TRENT	REIMBURSEMENT FOR 2024 HOLIDAY PARAI	45.00
12/12/2024	139543	MAXI AUTOMOTIVE SUPPLY	MAXI AUTOMOTIVE SUPPLY	MAINTENANCE MATERIAL VEH# 646 - ROTC	245.39
12/12/2024	139544	MICHIGAN CHANDELIER CO.	MICHIGAN CHANDELIER CO.	REPAIR	22.16
12/12/2024	139545	MICHIGAN ECONOMIC DEVELOPERS	MICHIGAN ECONOMIC DEVELOPERS	2024 MEMBERSHIP DUES	325.00
12/12/2024	139546	MUNICIPAL EMERGENCY SERVICES,	MUNICIPAL EMERGENCY SERVICES,	REPAIR PARTS EQUIPMENT	370.96
			MUNICIPAL EMERGENCY SERVICES,	REPAIR PARTS EQUIPMENT	271.61
					<u>642.57</u>
12/12/2024	139547	NACY ENGINEERING & FABRICATION	NACY ENGINEERING & FABRICATION	INVOICE 1520	5,000.00
12/12/2024	139548	NAIL LOUNGE	NAIL LOUNGE	REDEEMED GIFT CERTIFICATES	100.00
12/12/2024	139549	NICHOLAS FRITSCH	NICHOLAS FRITSCH	REIMBURSEMENT MCOLES TEST	84.00
12/12/2024	139550	NICHOLS PAPER & SUPPLY CO	NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR CITYHALL/POI	236.53
12/12/2024	139551	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	FUEL CLEANER	144.00
12/12/2024	139552	O'REILLY AUTO PARTS	O'REILLY AUTO PARTS	FUEL CLEANER	48.00
12/12/2024	139553	OAKLAND COMMUNITY COLLEGE	OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-CATANESE	225.00
			OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-CATANESE	225.00
			OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-PARKER	225.00
			OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-CATANESE	225.00
			OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-CATANESE, BENNETT	450.00
			OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-CATANESE	225.00
					<u>1,575.00</u>
12/12/2024	139554	OAKLAND COUNTY CLERKS ASSOC.	OAKLAND COUNTY CLERKS ASSOC.	OCCA 2024 WINTER MEETING REGISTRATIC	100.00
12/12/2024	139555	OLD TOWN SANTA LLC	OLD TOWN SANTA LLC	PANCAKES & PJS	475.00
12/12/2024	139556	OXFORD OVERHEAD DOOR SALES CO.	OXFORD OVERHEAD DOOR SALES CO.	DPW GARAGE DOOR REPAIR #3 - RESECURE	390.00
12/12/2024	139557	PAT MULRENIN	PAT MULRENIN	REIMBURSE WINE	90.05
12/12/2024	139558	PEGASUS ENTERTAINMENT	PEGASUS ENTERTAINMENT	AUDIO - KRIS KRINGLE MARKET	2,650.00
12/12/2024	139559	PENN STATION EAST	PENN STATION EAST	REDEEMED GIFT CERTIFICATES	50.00
12/12/2024	139560	PRIMO CONTRCTING	PRIMO CONTRCTING	BUILDING REPAIR BRICK	1,150.00
12/12/2024	139561	PRIORITY WASTE	PRIORITY WASTE	DPW YARD ROLLOFF SWITCHES: 11/6/20	1,960.00
12/12/2024	139562	QUALITY BUSINESS ENGRAVING	QUALITY BUSINESS ENGRAVING	NAME PLATES FOR SALVIA MAYOR BIKSON	40.00
12/12/2024	139563	ROCHESTER EVENT & EQUIPMENT	ROCHESTER EVENT & EQUIPMENT	RENTAL- KRIS KRINGLE	20,141.25
12/12/2024	139564	ROCHESTER HILLS TIRE & SERVICE	ROCHESTER HILLS TIRE & SERVICE	OIL CHANGE-68	43.90

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
			ROCHESTER HILLS TIRE & SERVICE	COIL PACKS-67	1,539.00
			ROCHESTER HILLS TIRE & SERVICE	OIL CHANGE-TERRAIN	43.90
					<u>1,626.80</u>
12/12/2024	139565	ROCHESTER MILLS BEER CO.	ROCHESTER MILLS BEER CO.	REIMBURSE KRINGLE WINE	1,895.88
12/12/2024	139566	ROYAL PARK HOTEL, LLC	ROYAL PARK HOTEL, LLC	COOKIE STROLL PAYMENT	225.00
12/12/2024	139567	SIGNS & MORE	SIGNS & MORE	AUTO PARKING SIGNS & MAINTENANCE MAT	75.00
12/12/2024	139568	SKI COMPANY	SKI COMPANY	REDEEMED GIFT CERTIFICATES	150.00
12/12/2024	139569	SOLE SISTERS	SOLE SISTERS	REDEEMED GIFT CERTIFICATES	50.00
12/12/2024	139570	SOUTH STREET SKATESHOP	SOUTH STREET SKATESHOP	REDEEMED GIFT CERTIFICATES	100.00
12/12/2024	139571	SPENCER OIL COMPANY	SPENCER OIL COMPANY	DYED DIESEL FUEL 500 GAL DELIVERED T	1,181.30
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,236.58
					<u>5,417.88</u>
12/12/2024	139572	STRYKER SALES CORPORATION	STRYKER SALES CORPORATION	MEDICAL EQUIPMENT	54.40
12/12/2024	139573	SUPERIOR EXCAVATING	SUPERIOR EXCAVATING	GALVANIZED SERVICE REPLACEMENT & LEA	6,826.60
12/12/2024	139574	TELEFLEX LLC	TELEFLEX LLC	EMS SUPPLIES	39.95
12/12/2024	139575	TELUS COMMUNICATIONS (U.S.)	INTELUS COMMUNICATIONS (U.S.)	INMVP- SKYHAWK CONNECT ANYWHERE MONTHL	394.82
12/12/2024	139576	THE MEETING HOUSE	THE MEETING HOUSE	COOKIE STROLL COOKIE PAYMENT	225.00
12/12/2024	139577	THE SPICE & TEA EXCHANGE	THE SPICE & TEA EXCHANGE	REDEEMED GIFT CERTIFICATES	75.00
12/12/2024	139578	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR VEH# 662 -	14.99
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR VEH# 655 -	115.99
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE MATERIALS VEH# 661-	399.98
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR VEH# 661-	49.99
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE MATERIALS - OIL STOC	167.76
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR STOCK - FI	208.81
			VAN HORN TRUCK PARTS INC.	MVP MAINTENANCE PARTS FOR STOCK - FI	82.95
					<u>1,040.47</u>
12/12/2024	139579	WEINGARTZ SUPPLY CO.	WEINGARTZ SUPPLY CO.	MVP - KUBOTA #560 REPAIR PARTS -OIL	53.99
			WEINGARTZ SUPPLY CO.	MVP - KUBOTA #560 REPAIR PARTS & LAW	169.93
					<u>223.92</u>
12/16/2024	1041 (A)	AMY DREHMER	AMY DREHMER	UNIFORM ALLOWANCE-DREHMER	153.35
12/16/2024	1042 (A)	CONTRACTORS CONNECTION INC.	CONTRACTORS CONNECTION INC.	MVP PARTS TO REBUILD ARROWBOARD	2,577.55
			CONTRACTORS CONNECTION INC.	WATER DISTRIBUTION TOOLS & EQUIP - G	145.00
					<u>2,722.55</u>
12/16/2024	1043 (A)	DTN LLC	DTN LLC	WEATHER APP CHARGES FOR DPW 12/28/20	137.55
12/16/2024	1044 (A)	NYE UNIFORM	NYE UNIFORM	UNIFORMS	96.50
12/16/2024	1045 (A)	PEERLESS MIDWEST INC	PEERLESS MIDWEST INC	WTP - SERVICE CALL FOR AERATOR FAN	840.00
12/16/2024	1046 (A)	TK ELEVATOR	TK ELEVATOR	MAINTENANCE CONTRACT FOR CITY HALL &	412.46
12/16/2024	1047 (A)	VC3 INC	VC3 INC	FINAL IT TRANSITION SERVICE AGREEMEN	1,000.00
12/16/2024	1048 (A)	WINDCAVE INC	WINDCAVE INC	PARKING PLATFORM MONTHLY HOSTING FEE	1,275.00
					<u><u>146,138.53</u></u>
A1 TOTALS:					
Total of 88 Checks:					146,138.53
Less 0 Void Checks:					0.00
Total of 88 Disbursements:					<u>146,138.53</u>

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
12/19/2024	139580	AL'S AUTO WASH LLC	AL'S AUTO WASH LLC	POLICE CAR WASHES	87.50
12/19/2024	139581	AMERIGAS PROPANE LP	AMERIGAS PROPANE LP	PARKS PROPANE DELIVERY FOR HEAT FOR	197.01
12/19/2024	139582	BASIC	BASIC	COBRA ADMIN QTRLY 12.1.24-2/28/25	169.83
12/19/2024	139583	BEST CHOICE PRINT & PROMOTIONS	BEST CHOICE PRINT & PROMOTIONS	SIN TOWN MAG INVOICE 208716	19,303.67
12/19/2024	139584	CORELOGIC TAX SERVICE	CORELOGIC TAX SERVICE	OVERPMT 2024 SUMMER TAX 15-14-126-09	2,034.90
12/19/2024	139585	CYNERGY PRODUCTS	CYNERGY PRODUCTS	VEHICLE BUILD DB CAR	4,955.52
12/19/2024	139586	DEPENDABLE WHOLESALE INC	DEPENDABLE WHOLESALE INC	TIRES AND DISMOUNT & MOUNTING FOR #6	3,838.56
12/19/2024	139587	DIXON ENGINEERING, INC.	DIXON ENGINEERING, INC.	WATER TOWER - INSPECTION SERVICES FC	1,500.00
12/19/2024	139588	DORNBOSS SIGN AND SAFETY INC.	DORNBOSS SIGN AND SAFETY INC.	AUTO PARKING SIGNS- NO PARKING "SPEC	530.77
12/19/2024	139589	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	2,302.57
12/19/2024	139590	ETNA SUPPLY COMPANY	ETNA SUPPLY COMPANY	WATER DISTRIBUTION PARTS - VALVE BOX	2,010.00
12/19/2024	139591	FWREF II ROCHESTER LLC	FWREF II ROCHESTER LLC	REFUND SUMMER 2024 TAX 15-14-106-012	17,238.85
12/19/2024	139592	GENESEEE CNTY BUILDING OFFICIAL	GENESEEE CNTY BUILDING OFFICIAL	2025-2026 MEMBERSHIP- RANDY MCCLURE	200.00
12/19/2024	139593	GREAT AMERICA FINANCIAL SVCS	GREAT AMERICA FINANCIAL SVCS	(INV. 38111790 COPIER, PRINTING CON	1,944.09
12/19/2024	139594	GREAT LAKES GROENEVELD LLC	GREAT LAKES GROENEVELD LLC	MVP PARTS FOR VEH# 662 & STOCK - BUC	1,133.40
12/19/2024	139595	GREAT LAKES WATER AUTHORITY	GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTEWATER CHARGES FOR NC	3,896.70
12/19/2024	139596	INTERGOVERNMENTAL CABLE COMM-	INTERGOVERNMENTAL CABLE COMM-	PEG FEES THROUGH 9/30/24	8,820.87
12/19/2024	139597	KELLER THOMA	KELLER THOMA	NOV 2024 GENERAL MATTERS INVOICE LAE	977.50
12/19/2024	139598	MANDARINO CONSTRUCTION	MANDARINO CONSTRUCTION	BD Bond Refund	1,500.00
12/19/2024	139599	MAPLE PRESS PRINTING & DESIGN	MAPLE PRESS PRINTING & DESIGN	2024 WINTER TAX BILLS & INSERTS	4,073.16
12/19/2024	139600	MARTINO ENTERPRISES INC	MARTINO ENTERPRISES INC	BD Bond Refund	1,500.00
12/19/2024	139601	MATTHEW GORMAN	MATTHEW GORMAN	UNIFORM ALLOWANCE-GORMAN	19.07
12/19/2024	139602	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	POLICE CAR WASHES	12.00
12/19/2024	139603	NICHOLAS FRITSCH	NICHOLAS FRITSCH	UNIFORM ALLOWANCE-FRITSCH	286.20
12/19/2024	139604	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	CLINTON OAKLAND SEWAGE DISPOSAL SYST	182,207.73
12/19/2024	139605	ONSITE WELLNESS LLC	ONSITE WELLNESS LLC	MONTHLY WELLNESS PROGRAM NOV 2024	895.00
12/19/2024	139606	RISK SECURITY AND INVESTIGATICRISK SECURITY AND INVESTIGATICRIS	RISK SECURITY AND INVESTIGATICRISK SECURITY AND INVESTIGATICRIS	KRINGLE - 24-12021	600.00
12/19/2024	139607	ROCHESTER HILLS PUBLIC LIBRARYROCHESTER HILLS PUBLIC LIBRARY	ROCHESTER HILLS PUBLIC LIBRARYROCHESTER HILLS PUBLIC LIBRARY	FYE 2024-25 LIBRARY SERVICE FEE 3 OF	203,179.81
12/19/2024	139608	SANI-CLEAN AIR DUCT CLEANING ISANI-CLEAN AIR DUCT CLEANING	SANI-CLEAN AIR DUCT CLEANING ISANI-CLEAN AIR DUCT CLEANING	IDINOSAUR HILL - CLEAN DUCTWORK	950.00
12/19/2024	139609	SANI-CLEAN AIR DUCT CLEANING ISANI-CLEAN AIR DUCT CLEANING	SANI-CLEAN AIR DUCT CLEANING ISANI-CLEAN AIR DUCT CLEANING	IDPW BUILDING & SOUTH GARAGE- CLEAN I	2,850.00
12/19/2024	139610	SPENCER OIL COMPANY	SPENCER OIL COMPANY	DYED DIESEL FUEL 350 GAL DELIVERED T	854.53
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,902.38
					<u>5,756.91</u>
12/19/2024	139611	STONY POINTE HOMEOWNERS ASSOC.	STONY POINTE HOMEOWNERS ASSOC.	STREET LIGHTING REIMBURSEMENT	1,278.75
12/19/2024	139612	STONY POINTE VILLAGE EAST	STONY POINTE VILLAGE EAST	STREET LIGHTING REIMBURSEMENTS	140.00
12/19/2024	139613	STONY POINTE VILLAGE WEST	STONY POINTE VILLAGE WEST	STREET LIGHTING REIMBURSEMENT	195.14
12/19/2024	139614	STRATA UNDERGROUND	STRATA UNDERGROUND	FOR AEW PROJ#0270-0200 SANITARY/STOF	19,522.77
12/19/2024	139615	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP TOOLS - LEVER ACTION PAIL PUMP	89.99
12/19/2024	139616	WEINGARTZ SUPPLY CO.	WEINGARTZ SUPPLY CO.	MVP - KUBOTA #560 REPAIR PARTS -PROF	586.03
12/19/2024	139617	WOLF ENTERPRISES	WOLF ENTERPRISES	DUNCAN METER KEYS	164.96
			WOLF ENTERPRISES	DUNCAN METER KEYS	124.97
					<u>289.93</u>
12/19/2024	139618	YOURMEMBERSHIP.COM, INC.	YOURMEMBERSHIP.COM, INC.	MML AD CITY DPW DIRECTOR	150.00
12/20/2024	1049(A)	FIFTH THIRD BANK	FIFTH THIRD BANK	CREDIT CARD STATEMENT NOV 2024	75,107.39
12/20/2024	139619	STRATA UNDERGROUND	STRATA UNDERGROUND	FOR AEW PROJ#0270-0200 SANITARY/STOF	27,930.60
12/23/2024	1050(A)	DLZ MICHIGAN INC	DLZ MICHIGAN INC	PROJ 2445782100 CDSMI PRO SERVICE	275.00
			DLZ MICHIGAN INC	PROJ 2445777900 FY 2024-2025 MS4	892.50
			DLZ MICHIGAN INC	PROJ 2345758800 OC GRANT WM LOOPIN	137.00
					<u>1,304.50</u>
12/23/2024	1051(A)	ERC-LED, LLC	ERC-LED, LLC	LED LIGHTING CONTRACT JANUARY 2025	3,765.21
12/23/2024	1052(A)	LINEAR CONSULTING FIRM LLC	LINEAR CONSULTING FIRM LLC	FIRE PROGRAM DEVELOPMENT	3,420.00

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
12/23/2024	1053 (A)	NYE UNIFORM	NYE UNIFORM	UNIFORM ALLOWANCE-FRITSCH	140.00
			NYE UNIFORM	UNIFORM ALLOWANCE-FLANIGAN	150.00
			NYE UNIFORM	UNIFORM ALLOWANCE-FLANIGAN	159.50
			NYE UNIFORM	UNIFORM ALLOWANCE-FLANIGAN	148.50
			NYE UNIFORM	UNIFORM ALLOWANCE-FLANIGAN	34.50
			NYE UNIFORM	UNIFORM ALLOWANCE-HARPER	184.50
			NYE UNIFORM	UNIFORM ALLOWANCE-HARPER	21.00
			NYE UNIFORM	UNIFORM ALLOWANCE-TAYLOR	257.50
			NYE UNIFORM	UNIFORMS	671.50
			NYE UNIFORM	UNIFORMS	693.00
			NYE UNIFORM	UNIFORM ALLOWANCE-ROUHIB	42.50
			NYE UNIFORM	UNIFORM ALLOWANCE-DUSOVIC	535.00
			NYE UNIFORM	UNIFORM ALLOWANCE-LYON	49.00
					<u>3,086.50</u>
12/23/2024	1054 (A)	SUN LIFE FINANCIAL	SUN LIFE FINANCIAL	SUNLIFE MONTHLY VOLUNT POLICY 834649	2,350.14
			SUN LIFE FINANCIAL	SUNLIFE POLICY# 934649 ACCT 0002 JAN	10,860.96
					<u>13,211.10</u>
A1 TOTALS:					
Total of 46 Checks:					625,049.53
Less 0 Void Checks:					0.00
Total of 46 Disbursements:					<u>625,049.53</u>

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
12/27/2024	1055(E)	BLUE CROSS BLUE SHIELD OF MICH	BLUE CROSS BLUE SHIELD OF MICH	BCBSM 7006068/ERS 12.1-31.24 BILLING	107,081.78
12/27/2024	139620	ACCUSHRED LLC	ACCUSHRED LLC	INV 95656, 95664 FOR DEC 2024 99055	83.75
12/27/2024	139621	APPLIED CAPITAL	APPLIED CAPITAL	DDA COPIER LEASE	1,114.36
12/27/2024	139622	AUGER KLEIN ALLER ARCHITECTS	AUGER KLEIN ALLER ARCHITECTS	CONSTRUCTION DOCUMENTS	26,400.00
12/27/2024	139623	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK OF MICHIGAN	BLUE CARE NETWORK HMO 00129741 01 1.	12,343.40
12/27/2024	139624	BLUE CROSS BLUE SHIELD OF MICH	BLUE CROSS BLUE SHIELD OF MICH	BCBS 44292/600 11.1.25 - 1.31.25 MEB	16,076.66
12/27/2024	139625	CHARLES SIBERT	CHARLES SIBERT	JANUARY DDA STUDIO LEASE	2,797.13
12/27/2024	139626	CONSUMERS ENERGY	CONSUMERS ENERGY	CONSUMERS INVOICES JAN 2025	3,990.99
12/27/2024	139627	CREEKSIDE VILLAGE HOA	CREEKSIDE VILLAGE HOA	STREET LIGHT REIMBURSEMENT	4,337.37
12/27/2024	139628	CUTHBERTSON LAW PLC	CUTHBERTSON LAW PLC	TAX PARCEL ISSUES	530.00
12/27/2024	139629	DAN'S EXCAVATING, INC.	DAN'S EXCAVATING, INC.	2024-2025 BBLs SEASON	253,739.70
			DAN'S EXCAVATING, INC.	ELECTRICAL & GENERATOR	11,675.50
			DAN'S EXCAVATING, INC.	FIRESTONE LIGHTS	1,875.00
					<u>267,290.20</u>
12/27/2024	139630	DINOSAUR HILL NATURE PRESERVE	DINOSAUR HILL NATURE PRESERVE	FESTIVAL OF TREES NON-PROFIT	750.00
12/27/2024	139631	DTE ENERGY	DTE ENERGY	DTE INVOICES 12/26/24	7,325.16
12/27/2024	139632	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	1,856.54
12/27/2024	139633	FAITH IN ACTION OF OAKLAND COU	FAITH IN ACTION OF OAKLAND COU	FESTIVAL OF TREES NON-PROFIT	400.00
12/27/2024	139634	FRANK REWOLD & SON	FRANK REWOLD & SON	CONSTRUCTION MGMT SERVICES	4,235.00
12/27/2024	139635	GOODYEAR AUTO SERVICE CENTER	GOODYEAR AUTO SERVICE CENTER	NEW TIRES-62	710.00
12/27/2024	139636	MATTHEW WILLIAMS	MATTHEW WILLIAMS	REFUND PARKING TICKET OVERPAYMENT	30.00
12/27/2024	139637	MCKENNA ASSOCIATES	MCKENNA ASSOCIATES	PROFESSIONAL SERVICES NOVEMBER 2024	1,033.75
12/27/2024	139638	NEW HORIZONS REHABILITATION	NEW HORIZONS REHABILITATION	FESTIVAL OF TREES NON-PROFIT	500.00
12/27/2024	139639	OAKLAND COMMUNITY COLLEGE	OAKLAND COMMUNITY COLLEGE	DISPATCH TRAINING-PARKER	225.00
12/27/2024	139640	PLATINUM OFFICE CLEANING LLC	PLATINUM OFFICE CLEANING LLC	NOVEMBER STUDIO CLEANING	275.00
12/27/2024	139641	RETRO FITNESS-ROCHESTER	RETRO FITNESS-ROCHESTER	MEMBERSHIP FEES NOV 2024	149.90
12/27/2024	139642	ROCHESTER AVON HISTORICAL SOC.	ROCHESTER AVON HISTORICAL SOC.	FESTIVAL OF TREES NON-PROFIT	1,300.00
12/27/2024	139643	ROCHESTER HILLS TIRE & SERVICE	ROCHESTER HILLS TIRE & SERVICE	OIL CHANGE-60	38.90
			ROCHESTER HILLS TIRE & SERVICE	FLEX PIPE-63	482.88
					<u>521.78</u>
12/27/2024	139644	ROCHESTER POLLINATORS CFGR	ROCHESTER POLLINATORS CFGR	FESTIVAL OF TREES NON-PROFIT	550.00
12/27/2024	139645	ROCHESTER SALVAGE	ROCHESTER SALVAGE	FESTIVAL DELIVERIES	2,330.00
12/27/2024	139646	ROCHESTER SALVAGE	ROCHESTER SALVAGE	REPAIR MANTLES	800.00
12/27/2024	139647	SUSAN M MCCULLOUGH	SUSAN M MCCULLOUGH	NOVEMBER DDA MINUTES	150.00
12/27/2024	139648	THE DETROIT GOODFELLOWS	THE DETROIT GOODFELLOWS	FESTIVAL OF TREES NON-PROFIT	800.00
12/27/2024	139649	THOMSON REUTERS-WEST	THOMSON REUTERS-WEST	CLEAR SUBSCRIPTION	130.20
12/27/2024	139650	UNITEL LEASING	UNITEL LEASING	PHONE SYSTEM CONTRACT DECEMBER 2024	280.79
			UNITEL LEASING	PHONE SYSTEM CONTRACT DECEMBER 2024	228.81
			UNITEL LEASING	PHONE SYSTEM CONTRACT DECEMBER 2024	816.94
					<u>1,326.54</u>
12/27/2024	139651	WHOLE LIFE HEALING CENTER	WHOLE LIFE HEALING CENTER	FESTIVAL OF TREES NON-PROFIT	300.00
A1 TOTALS:					
Total of 33 Checks:					467,744.51
Less 0 Void Checks:					0.00
Total of 33 Disbursements:					<u>467,744.51</u>

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
01/02/2025	139652	AMERICAN SPEEDY PRINTING	AMERICAN SPEEDY PRINTING	BUSINESS CARDS-RIBLETT	73.00
01/02/2025	139653	APPLIED INNOVATION	APPLIED INNOVATION	PLOTTER CONTRACT 12/24 TO 1/25	76.47
01/02/2025	139654	BRIAN CLAYCOMB	BRIAN CLAYCOMB	DECEMBER 2024 INSPECTIONS	2,446.50
01/02/2025	139655	CITY OF ROCHESTER-592	CITY OF ROCHESTER-592	CYCLE 1 BILLING DEC 31,2024	2,444.91
01/02/2025	139656	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	212.40
01/02/2025	139657	CULLIGAN OF ROMEO	CULLIGAN OF ROMEO	N GARAGE AND ADMIN BLDGS WATER SOFTE	254.00
01/02/2025	139658	DTE ENERGY	DTE ENERGY	DTE STATEMENTS	15,749.69
				DTE STATEMENTS	265.62
					<u>16,015.31</u>
01/02/2025	139659	Dustmen Electric, LLC	Dustmen Electric, LLC	BD Payment Refund	86.25
01/02/2025	139660	ENVIRONMENTAL WOOD SOLUTIONS	ENVIRONMENTAL WOOD SOLUTIONS	WOOD CHIPS DUMP CHARGE	19.80
01/02/2025	139661	ETNA SUPPLY COMPANY	ETNA SUPPLY COMPANY	WATER DIST - PARTS FOR FIRE HYDRANTS	3,395.60
01/02/2025	139662	GALLS INC.	GALLS INC.	UNIFORM ALLOWANCE-GORMAN	81.39
				UNIFORM ALLOWANCE-GORMAN	70.44
					<u>151.83</u>
01/02/2025	139663	GUNNERS METERS & PARTS, INC.	GUNNERS METERS & PARTS, INC.	WATER DISTRIBUTION MAINTENANCE MATEF	3,065.00
01/02/2025	139664	HUTCH PAVING, INC.	HUTCH PAVING, INC.	FOR AEW PROJ#0270-0191 2023 MILL & F	19,288.52
01/02/2025	139665	J.B. DLCO + MULTISTATE	J.B. DLCO + MULTISTATE	CONTRACTED REPAIR FOR VEH# 661 - PEF	2,389.38
01/02/2025	139666	MCKENNA ASSOCIATES	MCKENNA ASSOCIATES	PROFESSIONAL SERVICES OCTOBER 2024	1,295.00
01/02/2025	139667	MICHIGAN CAT - EASTERN DIV	MICHIGAN CAT - EASTERN DIV	PARTS FOR VEHICLE #724 - FILTERS, EI	370.51
01/02/2025	139668	MISS DIG SYSTEM, INC.	MISS DIG SYSTEM, INC.	MISS DIG 811 ANNUAL FEES FOR 2025	2,436.66
01/02/2025	139669	NICHOLS PAPER & SUPPLY CO	NICHOLS PAPER & SUPPLY CO	JANITORIAL SUPPLIES FOR CITYHALL/POI	178.56
				JANITORIAL SUPPLIES FOR CITYHALL/POI	154.51
					<u>333.07</u>
01/02/2025	139670	PERCEPTIVE CONTROLS	PERCEPTIVE CONTROLS	SUPPORT SERVICES FOR SEWER & WATER:	4,715.00
01/02/2025	139671	PSX	PSX	WEST DECK REPAIR	331.25
01/02/2025	139672	ROCHESTER HILLS TIRE & SERVICE	ROCHESTER HILLS TIRE & SERVICE	HEATER HOSE-62	278.87
01/02/2025	139673	SHERMAN NURSERY FARMS	SHERMAN NURSERY FARMS	TREE PLANTING- FALL 2024	2,224.21
01/02/2025	139674	SIGNS & MORE	SIGNS & MORE	AUTO PARKING SIGNS & MAINTENANCE MAT	350.00
01/02/2025	139675	SOCRRA	SOCRRA	HOUSEHOLD HAZARDOUS WASTE DROP OFFS-	640.00
01/02/2025	139676	STATE OF MICHIGAN	STATE OF MICHIGAN	SALES TAX FOR NOV/DEC 2024	3.38
01/02/2025	139677	SUPERIOR EXCAVATING	SUPERIOR EXCAVATING	HYDRANT REPAIRS- 1219 WHEATON, 615	5,835.00
01/02/2025	139678	TRAINED UP LLC	TRAINED UP LLC	TRAINING COURSE-GORMAN	1,000.00
01/02/2025	139679	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	PARKS TOOLS & EQUIP - RED CREEPER SE	70.99
				MVP PARTS FOR VEH# 735 - HYDRALIC OI	154.97
					<u>225.96</u>
01/02/2025	139680	WOLVERINE FREIGHTLINER-	WOLVERINE FREIGHTLINER-	CONTRACTED REPAIR OF VEH #661 - WHIN	282.92
01/06/2025	1056(A)	BOND ELECTRIC, LLC	BOND ELECTRIC, LLC	DECEMBER 2024 INSPECTIONS	4,168.50
01/06/2025	1057(A)	DLZ MICHIGAN INC	DLZ MICHIGAN INC	PROJ 2445771300 2024 GENERAL ENGINE	1,768.00
01/06/2025	1058(A)	JODY ALLEN KINJORSKI	JODY ALLEN KINJORSKI	DECEMBER 2024 INSPECTIONS	1,698.00
01/06/2025	1059(A)	NYE UNIFORM	NYE UNIFORM	UNIFORM ALLOWANCE-RAINS	109.45
				UNIFORM ALLOWANCE-RAINS	70.00
				UNIFORM ALLOWANCE-PARKER	140.00
				UNIFORM ALLOWANCE-LYON	87.50
					<u>406.95</u>

01/02/2025 03:47 PM
User: CMEYERS
DB: Rochester

CHECK REGISTER FOR CITY OF ROCHESTER
CHECK DATE FROM 01/02/2025 - 01/06/2025

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
A1 TOTALS:					
Total of 33 Checks:					78,282.25
Less 0 Void Checks:					0.00
Total of 33 Disbursements:					<u>78,282.25</u>



OPEN MARKET BONDING PROCESS



LEGEND

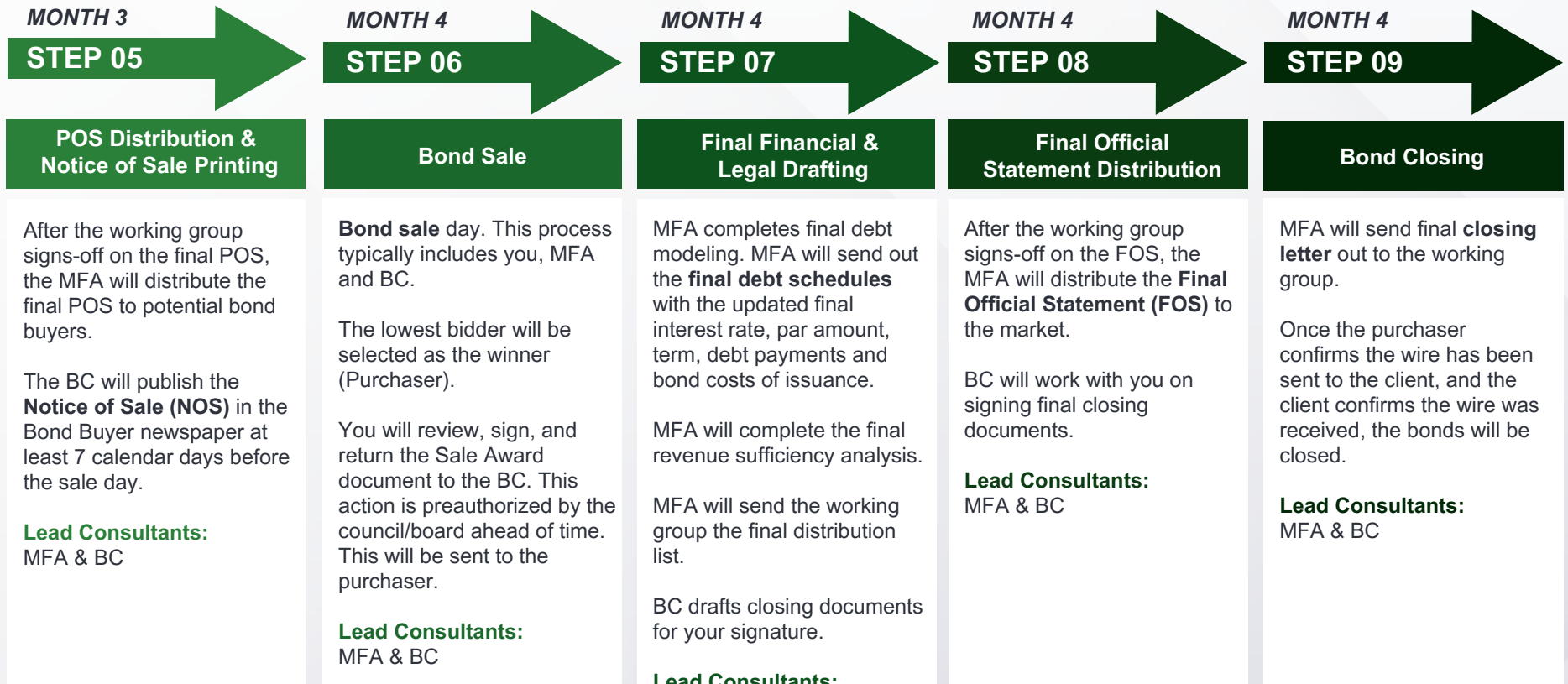
MFA = Municipal Financial Advisor
BC = Bond Counsel
ENG = Engineer
LA = Local Attorney

Note: The above process for Open Market Bonding Process is a general timeline. Voted bond issues or Special Assessment bond issues may require additional steps not listed. The information provided here is intended as a general guideline and is not intended as a recommendation. For your particular situation, the services of one of our Registered Municipal Advisors should be obtained.



OPEN MARKET BONDING PROCESS

CONTINUED



LEGEND

MFA = Municipal Financial Advisor
BC = Bond Counsel
ENG = Engineer
LA = Local Attorney

Note: The above process for Open Market Bonding Process is a general timeline. Voted bond issues or Special Assessment bond issues may require additional steps not listed. The information provided here is intended as a general guideline and is not intended as a recommendation. For your particular situation, the services of one of our Registered Municipal Advisors should be obtained. © 2024 Bendzinski & Co.





November 5, 2024

To: City of Rochester’s Working Group

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

<u>Date</u>	<u>Activity/Event</u>	<u>Participants</u>
12/6	Preliminary Official Statement (POS) Information request sent to the City.	RMA/CITY
1/13	Notice of Intent (NOI) is adopted at the regular board meeting.	BC/CITY
~1/17	NOI is published in local newspaper and the Right of Referendum period begins.	CITY
1/30	Distribute initial draft of the POS sent to working group for review and comments.	RMA
2/4	Request rating from Standard and Poor’s (S&P).	RMA
2/13	Comments are due on the POS from working group.	BC/CITY
2/17	Send Bond Specifications to Miller Canfield.	RMA/BC
2/20	Second draft of the POS out to the working group. Request Notice of Sale, Legal Opinion and CDU from Miller Canfield.	RMA/BC
~2/25	Rating call with S&P.	RMA/CITY
~2/25	Due Diligence call.	RMA/BC/CITY
~3/3	Right of Referendum period expires.	CITY
3/6	Comments are due on the POS from working group.	BC/CITY
3/6	Rating received from S&P.	RMA/BC/CITY
3/10	Final draft of POS sent to working group for final review, comments, and sign off.	RMA
3/10	Bond Authorizing Resolution adopted at a regular council meeting.	CITY/BC
3/17	POS distributed to the market by the printer.	RMA
3/17	Notice of Sale is published by Miller Canfield in the Bond Buyer.	BC

3/27	Bond Sale.	RMA/BC/CITY
4/3	Final Official Statement distributed to the market by the printer.	RMA
4/3	Closing letter sent to the working group.	RMA
4/17	Bond Closing with funds deposited into the City's account.	RMA/BC/CITY/TA

Legend

CITY = City of Rochester

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

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

TA = Transfer Agent, *The Huntington National Bank*

CITY OF ROCHESTER
COUNTY OF OAKLAND, STATE OF MICHIGAN

Project Scenario - Open Market Capital Improvement Bonds

Draft 11/13/24

	2025 Open Market Bonds 20-years	
Total Project Amount	\$	2,500,000
Principal and Interest Payments:		
Estimated Interest Rate		4.000%
Bond Amount	\$	2,610,000
Deposited in Construction Fund	\$	2,504,800
Estimated Cost of Issuance		105,200
Total Interest		1,149,160
Total Principal + Interest	\$	3,759,160
Estimated Yearly Principal + Interest Payments:		
Combined Debt Issue	\$	188,000
Estimated Bond Costs of Issuance:		
Bond Counsel	\$	30,000 *
Municipal Advisor		24,850 *
Notice of Sale Publication		2,500 *
Newspaper Printing Costs		2,000 *
Michigan Treasury Fee (.02% of par \$1,000 max)		500
Official Statement Printing		750
Bond Rating		18,000 *
Paying Agent		500 *
Underwriter's Discount (not-to-exceed, 1% of par)		26,100 *
Total Estimated Bond Costs of Issuance	\$	105,200

* Estimate

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF ROCHESTER
County of Oakland
State of Michigan

Minutes of a regular meeting of the City Council of the City of Rochester, County of Oakland, State of Michigan, held on the 13th day of January, 2025, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City Council of the City of Rochester (the “City”) intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), in one or more series, in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Bonds”) for the purpose of paying all or part of the cost of acquiring and constructing capital improvements in the City, including (i) improvements to the Rochester Community House; (ii) construction of a skate park; (iii) improvements to the Clinton River trail, including replacing a portion of the trail, installing an embankment, replacing split rail fence and installing a steel pile and boulder wall along the Clinton River riverbed; and (iv) various road improvements throughout the City, together with all related site work, appurtenances and attachments thereto (the “Projects”); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Projects prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of Intent Authorized. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Rochester Post* or *Oakland Press*, a newspaper of general circulation in the City.

2. Form of Notice of Intent. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. Approval of Notice of Intent and Publication. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication

directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. Reimbursement Declaration. The City may incur expenses for the Projects prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Projects which were paid or will be paid from the funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is \$2,500,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds.

6. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Lee Ann O'Connor
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Rochester, County of Oakland, State of Michigan, at a regular meeting held on the 13th day of January, 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Lee Ann O'Connor
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF ROCHESTER OF INTENT TO ISSUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Rochester, County of Oakland, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series, in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for the purpose of paying all or part of the cost of acquiring and constructing capital improvements in the City, including (i) improvements to the Rochester Community House; (ii) construction of a skate park; (iii) improvements to the Clinton River trail, including replacing a portion of the trail, installing an embankment, replacing split rail fence and installing a steel pile and boulder wall along the Clinton River riverbed; and (iv) various road improvements throughout the City, together with all related site work, appurtenances and attachments thereto.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will mature in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Lee Ann O'Connor
City Clerk
City of Rochester

Founded in 1852
by Sidney Davy Miller



MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
CHINA
MEXICO
POLAND
QATAR
UKRAINE

THOMAS D. COLIS
TEL (313) 496-7677
FAX (313) 496-8450
E-MAIL colis@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

October 25, 2024

Via email only

Anthony Moggio
Finance Director/Treasurer
City of Rochester
400 Sixth Street
Rochester, MI 48307

Re: City of Rochester – 2025 Capital Improvement Bonds

Dear Anthony,

We look forward to the opportunity to serve the City of Rochester (the “City”) as bond counsel in connection with the proposed issuance of capital improvement bonds to finance the construction of the new skate park, improvements to the Clinton River trail and the Rochester Community House and road improvements in the City. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel’s Role

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Meet or consult with City officials, the City Council, if requested, City's financial advisor and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials and the financial advisor in the design of the bonding program and timing schedules.
2. Prepare all of the necessary resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing required filings with the Michigan Department of Treasury and the Internal Revenue Service and in preparing the portion of the official statement respecting the Bonds.
3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds).
4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. In no event, of course, would we presume to assume the responsibilities of the City or the professional responsibilities of any other advisor with respect to such non-legal matters. We are not registered municipal advisors under the federal Dodd-Frank Act. We understand that the City plans on engaging Bendzinski & Co. Municipal Finance Advisors as its financial advisor for the Bonds.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise

in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

We are not being retained and our acceptance of this engagement is not an undertaking to provide the City or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update any document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the City or any other person.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Since the Bonds have not yet been offered for sale, the actual purchaser of the Bonds (the "Purchaser") cannot be identified at this time. We wish to point out that it is possible that the eventual Purchaser will be an investment bank or other financial institution that has been or is a client of this firm with respect to matters unrelated to the Bonds. We do not believe our representation of the City will be either: (i) materially limited by the Purchaser being our client on unrelated matters, or (ii) directly adverse to the Purchaser under these circumstances since (a) the terms of the Bonds, the Official Statement, the Bond resolution and our opinion will have been established prior to the acceptance of the bid for the Bonds from the Purchaser, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and (c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the Official Statement and the Notice of Sale.

Anthony Moggio

-4-

October 25, 2024

Fees

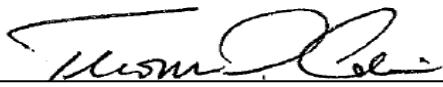
It is our understanding that the City intends to issue a single series of capital improvement bonds in the approximate amount of \$2,500,000. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be \$23,500, inclusive of expenses. Such fees may vary if: (i) the principal amount stated above is changed substantially, (ii) if material changes in the structure of the financing occur, or (iii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds. The invoice may be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 
Thomas D. Colis

December 13, 2024

RE: City of Rochester – 2025 Capital Improvement Bonds

Dear City of Rochester Council,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above-mentioned bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Rochester (the "Issuer") with a fiduciary duty, which shall include dealing fairly with all persons in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
- Prepare complete financial information in cooperation with officials and engineers in order to arrive at the amount of the issue to be sold;
- Development of cash flow analysis and revenue sources to meet the principal and interest obligations on the proposed bonds;
- Prepare a time schedule, illustrating the steps necessary to issue the bonds for the project;
- With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Prepare bond specifications for bond counsel including interest rate limitations, redemption provisions, bidding, and good faith details;
- Assist with the selection of registrar/transfer/paying agent, if necessary;
- Assist the Issuer with the selection of an underwriter or placement agent, if necessary;
- Prepare Preliminary and Official Statements, or any other form of disclosure that may be required based on information provided by Issuer, in accordance with the provisions of S.E.C. Rule 15c2-12;
- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to ratings agencies and in developing strategies with officials for meetings with ratings agencies;
- A representative of Bendzinski & Co. shall review the bids for compliance with the terms set forth by the Issuer;

Bendzinski & Co.

City of Rochester

December 13, 2024

- After the bids are received, Bendzinski & Co. will calculate and verify the True Interest Cost on the bids submitted.
- Prepare an easy to read comparison of all the bids received;
- Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, and sources and uses of funds based on lowest bid; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of \$24,850. This fee includes all out-of-pocket expenses, meeting attendance, mileage, etc. This fee is payable upon closing of the bonds.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

The Municipal Advisory Council of Michigan (the “MAC”) assesses Bendzinski & Co., a \$450.00 fee for every bond issue where we act as municipal advisor in the State of Michigan. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer’s debt statements, overlapping debt and indirect debt, as used to determine suitability and as disclosed in official statements, (if applicable). The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements and bond calls. The MAC does not do any lobbying. Robert J. Bendzinski, currently serves on the MAC Board of Directors. This fee is incurred by the firm, but not charged directly back to the client (included in fee proposal above).

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose

Bendzinski & Co.

City of Rochester
December 13, 2024

any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.’s filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Andy Campbell, CPA
Registered Municipal Advisor

Accepted: _____, 20__

CITY OF ROCHESTER, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Title: _____



Bendzinski & Co.
MUNICIPAL FINANCE ADVISORS
A MICHIGAN FIRM, WORKING FOR MICHIGAN.

FIRM HISTORY AND QUALIFICATIONS

Bendzinski & Co. is a Michigan-based firm that has been serving local governments since 1976. We have a reputation of providing high-quality and independent advice to all types of clients. We serve cities, villages, townships, counties, road commissions, authorities, libraries and drainage districts.

Services include:

- Bond Issuance
- Capital Improvement Financial Plans
- Water/Sewer Asset Management Financial Plans
- Water/Sewer Rate Studies

Bendzinski & Co. is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Additional information regarding Bendzinski & Co., its employees and services can be obtained at our website: www.bendzinski.com

Robert J. Bendzinski, CIPMA



Robert J. Bendzinski, CIPMA, President, has been employed by Bendzinski & Co. since 1977, and has assisted municipalities in Michigan, Indiana and Ohio in the development of various financing plans, implementation of such plans and with the sale and delivery of the bond issues necessary to implement the financing plans.

He has been a frequent speaker to various municipal finance associations, including the Michigan Municipal Treasurers Association, Michigan Townships Association, Michigan Association of Certified Public Accountants, Michigan Government Finance Officers Associations and the National Association of Municipal Advisors. He has also served on various Boards, including the Michigan Government Finance Officers Association and the National Association of Municipal Advisors.

He is a graduate of the University of Detroit, where he received his Bachelor's Degree in Business Administration, with a Major in Accounting. He is also one of the first persons to be designated as a Certified Independent Public Municipal Advisor ("CIPMA") as prescribed by the rules and testing requirements of the National Association of Municipal Advisors. He has also passed the MSRB's Municipal Advisory Representative Qualification Examination (Series 50).

Stephen Hayduk, CPA



Stephen N. Hayduk, CPA, is an experienced Municipal Finance Advisor with over eight years of experience in public accounting, financial transaction advisory services, and municipal finance with strong interpersonal, analytical, and problem solving skills with experience across several industries; including Benefits Administration, Automotive, Manufacturing, Agriculture, and Financial Services.

He is a graduate of Michigan State University - Eli Broad College of Business and has a Master of Science in Finance from the University of Michigan - College of Business. He has passed the MSRB's Municipal Advisory Representative Qualification Examination (Series 50).

He is a member of the Michigan Government Finance Officers Association, the Michigan Municipal Executives, the Michigan Township Association, and the American Institute of Certified Public Accountants.

Andy Campbell, CPA



Andy Campbell, CPA is a Registered Municipal Advisor with Bendzinski & Co. Mr. Campbell has worked in the business since 2013. He provides assistance to communities in obtaining financing for projects through issuing tax-exempt and taxable debt. He also provides assistance in developing cash flow estimates and user rate charges for numerous clients.

Mr. Campbell graduated from Central Michigan University in 2010 with a Bachelor of Science in Business Administration Degree in Finance and Accounting. In November 2013, he passed the CPA exam and became a licensed CPA. In addition, he passed the Series 50 exam to become a MSRB Registered Municipal Advisor and Series 54 exam to become a MSRB Registered Municipal Advisor Principal.

Aricca Thelen



Aricca Thelen has been actively assisting municipalities since 2022. Her experience includes bond issuances, comprehensive water and sewer rate studies, and presenting at meetings. She is a graduate of Michigan State University where she received her bachelor's degree in Natural Science, with a major in Probability and Statistics and a minor in Mathematics.

Brittany Brower



Brittany Brower has been assisting clients since 2022. Her experience includes bond issuances, comprehensive water and sewer rate studies, and presenting at meetings. She is a graduate of Davenport University where she received her bachelor's degree in Business Administration, with a major in Accounting.

The following is a list of Michigan cities and villages that have been served:

Addison	Coloma	Hartford	Mesick	Saginaw
Akron	Colon	Hastings	Middleville	Saline
Albion	Columbiaville	Hazel Park	Milford	Sandusky
Allegan	Constantine	Hesperia	Montague	Saranac
Alma	Coopersville	Holly	Montrose	Saugatuck
Almont	Croswell	Honor	Mount Clemens	Schoolcraft
Alpena	Crystal Falls	Houghton	Mt. Pleasant	Scottville
Ashley	Davison	Howell	Munising	Shelby
Auburn	Decatur	Hudson	Muskegon	Sheridan
Auburn Hills	Dexter	Huntington Woods	Muskegon Heights	South Range
Baldwin	Douglas	Imlay City	Negaunee	Sparta
Bancroft	Durand	Ionia	New Baltimore	Spring Lake
Bangor	East Jordan	Iron Mountain	Newberry	Springfield
Baraga	Eastpointe	Ithaca	New Buffalo	Springport
Bay City	Eau Claire	Jackson	New Lothrop	St. Charles
Bear Lake	Ecorse	Jonesville	North Muskegon	St. Clair
Beaverton	Edwardsburg	Kaleva	Northport	St. Ignace
Belding	Elberta	Kalkaska	Norton Shores	St. Johns
Bellaire	Elk Rapids	Kent City	Novi	St. Joseph
Bellevue	Ellsworth	Kentwood	Onaway	St. Louis
Benzonia	Escanaba	Kingsford	Onkama	Standish
Berrien Springs	Essexville	Laingsburg	Onsted	Stanton
Bessemer	Evart	Lake City	Orchard Lake	Stephenson
Beulah	Farwell	Lake Odessa	Ovid	Sterling Heights
Bloomfield Hills	Fennville	Lake Orion	Owosso	Sturgis
Boyne City	Ferndale	L'Anse	Parchment	Suttons Bay
Birmingham	Ferrysburg	Lathrup Village	Parma	Swartz Creek
Bridgman	Flat Rock	Lawton	Petoskey	Thompsonville
Brighton	Frankfort	Leonard	Pinckney	Trenton
Britton	Franklin	Leslie	Pigeon	Troy
Bronson	Fraser	Lincoln Park	Plainwell	Union City
Brooklyn	Galesburg	Linden	Pleasant Ridge	Vandalia
Buchanan	Galien	Lowell	Plymouth	Vassar
Burr Oak	Garden City	Madison Heights	Port Hope	Vermontville
Burton	Goodrich	Manistique	Port Huron	Vicksburg
Cadillac	Grand Blanc	Manton	Portland	Walled Lake
Caledonia	Grand Rapids	Marcellus	Potterville	Watervliet
Canton	Grass Lake	Marine City	Quincy	Wayland
Capac	Grayling	Marion	Ravenna	Wayne
Carleton	Greenville	Marlette	Reading	West Branch
Caseville	Grosse Pointe	Marshall	Reed City	Westland
Caspian	Grosse Pointe Farms	Martin	River Rouge	Westphalia
Cassopolis	Grosse Pointe Park	Marysville	Riverview	Whitehall
Central Lake	Grosse Pointe Shores	Mason	Rochester	White Pigeon
Centreville	Grosse Pointe Woods	Mattawan	Rockford	Wolverine Lake
Cheboygan	Harbor Springs	Mayville	Romeo	Woodhaven
Chesaning	Harper Woods	McBain	Roosevelt Park	Williamston
Clare	Harrison	Melvindale	Roscommon	Wyandotte
Clinton	Harrisville	Mendon	Rose City	Yale
Clio	Hart	Menominee	Roseville	

The following is a list of Michigan townships that have been served:

Adams Township, Houghton County
Adrian Township, Lenawee County
Albee Township, Saginaw County
Alpine Township, Kent County
AuSable Township, Iosco County
Bath Township, Clinton County
Bear Creek Township, Emmet County
Benton Township, Berrien County
Beuna Vista Township, Saginaw County
Big Creek Township, Oscoda County
Big Rapids Township, Mecosta County
Birch Run Township, Saginaw County
Bloomfield Township, Oakland County
Branch Township, Mason County
Brighton Township, Livingston County
Bruce Township, Macomb County
Caledonia Township, Kent County
Cannon Township, Kent County
Canton Township, Wayne County
Carp Lake Township, Ontonagon County
Carrollton Township, Saginaw County
Chesterfield Township, Macomb County
Chikaming Township, Berrien County
Chocolay Township, Marquette County
Cleon Township, Manistee County
Coloma Township, Berrien County
Columbia Township, Jackson County
Comins Township, Oscoda County
Commerce Township, Oakland County
Comstock Township, Kalamazoo County
Cottrellville Township, St. Clair County
Courtland Township, Kent County
Crystal Falls Township, Iron County
Dalton Township, Muskegon County
Davison Township, Genesee County
Delhi Township, Ingham County
Delta Township, Eaton County
Denmark Township, Tuscola County
DeWitt Township, Clinton County
Dorr Township, Allegan County
East China Township, St. Clair County
Eden Township, Lake County
Egelston Township, Muskegon County
Elk Township, Lake County
Fairhaven Township, Huron County
Fenton Township, Genesee County
Fillmore Township, Allegan County
Flint Township, Genesee County
Forsyth Township, Marquette County
Fort Gratiot Township, St. Clair County
Frankenlust Township, Bay County
Fruitport Township, Muskegon County
Gerrish Township, Roscommon County
Georgetown Township, Ottawa County
Grand Blanc Township, Genesee County
Grand Haven Township, Ottawa County
Grant Township, Keweenaw County
Grattan Township, Kent County
Green Lake Township, Grand Traverse County
Grosse Ile Township, Wayne County
Hamburg Township, Livingston County
Hampton Township, Bay County
Handy Township, Livingston County
Haring Township, Wexford County
Highland Township, Oakland County
Hope Township, Midland County
Independence Township, Oakland County
Inverness Township, Cheboygan County
Iosco Township, Livingston County
Jamestown Township, Ottawa County
Kalamazoo Township, Kalamazoo County
Kochville Township, Saginaw County
Lake Township, Berrien County
Laketon Township, Muskegon County
Lee Township, Midland County
Leighton Township, Allegan County
Leland Township, Leelanau County
Leroy Township, Calhoun County
Littlefield Township, Emmet County
Long Lake Township, Grand Traverse County
Lyon Township, Oakland County
Lyon Township, Roscommon County
Macomb Township, Macomb County
Madison Township, Lenawee County
Marathon Township, Lapeer County
Meridian Township, Ingham County
Michigamme Township, Marquette County
Milford Township, Oakland County
Monitor Township, Bay County
Montcalm Township, Montcalm County
Montrose Township, Genesee County
Mundy Township, Genesee County
Muskegon Township, Muskegon County
Napoleon Township, Jackson County
Negaunee Township, Marquette County
New Buffalo Township, Berrien County
Niles Township, Berrien County
North Branch Township, Lapeer County
Northfield Township, Washtenaw County
Northville Township, Wayne County
Ogemaw Township, Ogemaw County
Ontwa Township, Cass County
Orion Township, Oakland County
Oscoda Township, Iosco County
Oshtemo Township, Kalamazoo County
Otsego Township, Allegan County
Park Township, Ottawa County
Paw Paw Township, Van Buren County
Pierson Township, Montcalm County
Pittsfield Township, Washtenaw County
Plainfield Township, Kent County
Plymouth Township, Wayne County
Pointe Aux Barques Township, Huron County
Polkton Township, Ottawa County
Port Huron Township, St Clair County
Portage Township, Mackinac County
Porter Township, Cass County
Redford Township, Wayne County
Ross Township, Kalamazoo County
Royal Oak Township, Oakland County
Royalton Township, Berrien County
Sauble Township, Lake County
Saugatuck Township, Allegan County
Scio Township, Washtenaw County
Silver Creek Township, Cass County
Springville Township, Wexford County
St. Joseph Township, Berrien County
Summit Township, Jackson County
Superior Township, Washtenaw County
Tekonsha Township, Calhoun County
Texas Township, Kalamazoo County
Thornapple Township, Barry County
Tuscarora Township, Cheboygan County
Washington Township, Macomb County
Waterford Township, Oakland County
Watervliet Township, Berrien County
White Lake Township, Oakland County
Worth Township, Sanilac County

The following is a list of Michigan counties that have been served:

Allegan	Genesee	Lenawee	Ogemaw
Antrim	Gladwin	Livingston	Roscommon
Arenac	Hillsdale	Macomb	Saginaw
Barry	Huron	Manistee	Sanilac
Bay	Ionia	Mecosta	Shiawassee
Benzie	Isabella	Midland	St. Clair
Calhoun	Jackson	Monroe	Tuscola
Cass	Kalamazoo	Montcalm	Van Buren
Chippewa	Kalkaska	Montmorency	Washtenaw
Clare	Lapeer	Newaygo	Wayne
Clinton	Leelanau	Oceana	Wexford
Eaton			

The following is a list of Michigan utility authorities that have been served:

Beecher Metropolitan District
Benton Harbor-St. Joseph Wastewater Authority
Big Creek-Mentor Utility Authority
Cheboygan Area Public Library
Clinton Area Transit System
Dorr-Leighton Wastewater Authority
East Lansing-Meridian Water & Sewer Authority
Elmira-Warner Fire Authority
Fonda, Island & Briggs Lake Joint Water Authority
Franklin-Quincy Water Authority
Gerrish Lyon Utility Authority
Grand Haven-Spring Lake Sewer Authority
GRSD Sewer Authority
Gull Lake Water & Sewer Authority
Harbor Springs Utility Authority
Houghton Lake Sewer Authority
Huron Regional Water Authority
Kalamazoo Lake Sewer & Water Authority
Lake Mitchell Sewer Authority
Lakes Area Sewer Authority
Lakewood Wastewater Authority
Loch Alpine Sanitary Authority
North Houghton County Water & Sewage Authority
Northport-Leelanau Utility Authority
Northwest Utilities Authority
Port Hope-Gore-Rubicon Utilities Authority
Portage Lake Water & Sewer Authority
Sister Lakes Area Utility Authority
South County Water & Sewer Authority
Southwest Michigan Regional Sanitary Sewer & Water Authority
St. Clair River Water & Sewer Authority
Torch Lake Area Sewage Authority
West Iron County Sewage Authority
West Michigan Regional Water Authority
White Pigeon Sanitary System



City of Rochester

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MEMORANDUM

DATE: January 8, 2025
TO: Mayor and City Council
FROM: Anthony Moggio, Finance Director / Treasurer
SUBJECT: 2025 Capital Improvement Bonds

BUDGET IMPACT:

Estimated total projects of \$2,500,000, funded through bond issuance with an anticipated annual debt service of \$188,000 over 20 years as planned for in the budget process.

INTRODUCTION:

The City of Rochester proposes issuing 2025 Capital Improvement Bonds (Limited Tax General Obligation) to finance several essential municipal projects, including the construction of a skate park, addition to the Rochester Community House, improvements to the Clinton River Trail and various road projects throughout the city. These investments align with the city's commitment to enhancing community amenities and infrastructure.

BACKGROUND:

The total project amount is estimated at \$2,500,000, with bond issuance costs included in a not-to-exceed amount of \$2,610,000. The projects funded by this bond include:

1. \$500,000 Construction of a new skate park.
2. \$700,000 Renovations to the Rochester Community House.
3. \$1,300,000 remaining balances for: Enhancements to the Clinton River Trail and Road improvements across the city.

A Notice of Intent Resolution is presented at the regular City Council meeting on January 13, 2025, initiating the right of referendum period and compliance with legal publication requirements.

FISCAL IMPACT AND ANALYSIS:

Bond Details:

- **Principal Amount:** \$2,610,000
- **Estimated Interest Rate:** 4.00%
- **Term:** 20 years
- **Estimated Total Debt Service:** \$3,759,160 (Principal + Interest)
- **Annual Debt Payment:** Approximately \$188,000

Costs of Issuance Estimate:

- Bond Counsel (Miller Canfield): \$30,000
- Municipal Advisor (Bendzinski & Co.): \$24,850
- Other related costs (bond rating agency, underwriters, publications, misc): \$50,350

Total Projects and issuance costs for \$2,610,000.

The Municipal Financial Advisor will conduct a cash flow analysis to ensure adequate revenue sources for debt repayment. The bond will be issued as a competitive sale, with Bendzinski & Co. providing comprehensive advisory services.

PUBLIC COMMUNICATIONS:

If approved to move forward, a public notice regarding the intent to issue bonds will be published in the local paper. Citizens have 45 days to file a petition for a referendum. If no valid petition is filed, the city may proceed with the issuance without further voter approval.

LEGAL REVIEW:

Miller, Canfield, Paddock, and Stone, P.L.C., serving as bond counsel, has reviewed all legal aspects of the bond issuance process and will provide an approving opinion on the bonds' validity and tax-exempt status before the bonds can be issued.

ATTACHMENTS:

- Notice of Intent Resolution
- Engagement Letters from Miller Canfield and Bendzinski & Co.
- Cost Breakdown and Financial Projections
- Sample Timeline for Bond Process

SUGGESTED COUNCIL ACTION:

Motion to approve the issuance of 2025 Capital Improvement Bonds in a not-to-exceed amount of \$2,610,000. Authorizing the City Manager and Finance Director to proceed with all necessary steps for bond issuance, including engagement with legal and financial advisors, and further to bring back the bond authorizing resolution at the appropriate time following the expiration of the referendum period.



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MEMORANDUM

Date: January 9, 2025
To: Mayor and City Council
From: Lee Ann O'Connor, City Clerk
Subject: Mayor nominations/appointments to Compensation Commission

For Council's consideration at the January 13, 2025 meeting will be Mayoral nominations/appointments to the Compensation Commission.

Under State Law and local Ordinance, the Compensation Commission is to meet in every Odd Year, for a maximum of 15 meetings within a 45 day period. The decision of the Commission automatically becomes effective after 30 days unless 2/3 vote of Council rejects the decision, in that case the current salary remains in effect until the next Odd Year when the Commission meets again.

The Commission currently has 2 of 5 members leaving 3 open seats. The current members are Michael Plesche and Jana Yezak. We have received Boards and Commissions application from 6 individuals: Donald Andersen, David Berletich, Michael Mackens, Blake Pollock, Margaret Shepard and Jane Turner. The new applications were emailed to City Council on Thursday, January 9, 2025.

Action: Mayor Salvia make nominations to the Compensation Commission and City Council consider confirming the appointments either at the January 13, 2025 meeting or the following meeting.



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MEMORANDUM

Date: December 19, 2024

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Contract Award to Spohn Ranch Inc. – Design and Build Skatepark

Copies: Anthony Moggio, Marcy Moriwaki, Jeremy Peckens, Holly Meyers, Megan Frazho

Issue: Consideration of an agreement with Spohn Ranch Inc. for the Rochester Skatepark design and build.

Analysis: At the November 26, 2024 meeting, City Council considered an Agreement with Spohn Ranch regarding the design and build of the Rochester Skatepark. City Council had a robust discussion regarding the Agreement and expressed some concerns. Specifically, City Council expressed reluctance to enter into a \$500,000 contract when it wasn't assured of what it would be receiving. As Council knows, part of the contract is to design the skate park, so the exact detail of what the park would look like would not be known until the design process had occurred. City Council expressed a preference to have an agreement with Spohn Ranch to design the skate park and then present it to City Council for approval, knowing that the financial scope of the project in total was \$500,000. There were issues on other matters as well, which will be addressed below.

We discussed City Council reservations with Spohn Ranch and came up with a solution to not only the concept of design/build, but also to have City Council be part of the approval process before the remainder of the contract amount would be utilized in construction. Having two separate contracts would be problematic for Spohn Ranch and would increase the cost to the City. Instead, we kept the contract format and sequencing the same, but we inserted language to address City Council's concern. Phase 1 is the design development, which is the information gathering and design development for the project. As City Council wanted to be the Approving body for the design, task 1.7 was added, which provides for City Council review of the design development before deciding whether to proceed with the project to the

construction phase or to terminate the agreement. We added language that the project would not advance to Phase 2 without City Council's approval. Thus, the maximum exposure would be only the design phase, which amounts to 5% of the budget, which is \$25,000. It is only after City Council reviews and approves the design does the remainder of the contract proceed.

A similar task was added at the end of Phase 2, which is the preparation of the construction documents. You will see task 2.5 has an identical City Council review and approval requirement before the project proceeds to Phase 3, which is the actual construction. Thus, two break points were inserted into the contract that prevents it from proceeding to the next Phase without City Council action. We believe that the addition of these two tasks should satisfy City Council's concern that they would now be certain as to the design and construction documents before the big expenditures of construction occur.

In addition to the major changes listed above, there were some other changes made based on comments and requests from City Council. They are as follows:

- 1) In tasks 2.3 and 2.4, language was inserted regarding having the City's engineer review and approve the construction documents;
- 2) As previously reported, Spohn Ranch agreed to increase the warranty period from 12 months to 24 months without additional cost;
- 3) City Council raised issues as to the construction schedule. While City Manager Banda reported that it would start quickly, I would point to Exhibit E, Paragraph 8 which indicates that Spohn Ranch will provide the City with a preliminary schedule for the project with dates for start and completion of the various stages of design and construction. This detail will be worked out once the contract is signed the Spohn Ranch personnel can pull that information together;
- 4) We previously recorded that Spohn Ranch agreed to have governing law and dispute resolution occur in Michigan. This is in paragraph 21 of Exhibit E; and
- 5) Paragraph 22 pertains to arbitration provisions. They agreed to add language that notwithstanding the agreement to arbitrate, the parties agree to submit any disputes to mediation or facilitation before formal (and more time consuming and expensive) arbitration is initiated.

I believe that all of City Council's concerns raised at the meeting have been addressed. Assuming so, administration is ready to proceed with awarding of the contract.

Requested Action: For City Council to approve the Agreement with Spohn Ranch and to authorize City Manager to sign the Agreement on behalf of the City.

Attachment: Sourcewell Agreement with Spohn Ranch Inc.



SOURCEWELL AGREEMENT

ROCHESTER SKATEPARK – CITY OF ROCHESTER, MICHIGAN

SOURCEWELL MEMBER #67214

SOURCEWELL CONTRACT #112420-SRI

DECEMBER 17, 2024

EXHIBIT A – SCOPE OF WORK

PROJECT DESCRIPTION

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

PHASE 1 – DESIGN DEVELOPMENT

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

- Task 1.1 Deliverable:
 - Meeting Minutes (PDF)

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

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

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

- Task 1.3 Deliverable
 - Walkthrough Minutes (PDF)

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

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

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

- Task 1.5 Deliverable



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LOS ANGELES, CA 90230

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- Meeting Minutes (PDF)

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

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

Task 1.7 City Council Review – The Client’s City Council will review 100% Design Development and either authorize the project to proceed to Phase 2 or elect to terminate the agreement per Exhibit E. Under no circumstances may the project advance to Phase 2 without written approval from the Client’s City Council.

PHASE 2 – CONSTRUCTION DOCUMENTS

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

- Task 2.1 Deliverable
 - Meeting Minutes (PDF)

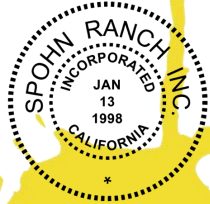
Task 2.2 90% Construction Documents – Spohn Ranch will prepare professional construction documents detailing the proposed improvements.

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

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

- Task 2.3 Deliverable:
 - Meeting Minutes (PDF)





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

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

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

Task 2.5 City Council Review – The Client’s City Council will review 100% Construction Documents and either authorize the project to proceed to Phase 3 or elect to terminate the agreement per Exhibit E. Under no circumstances may the project advance to Phase 3 without written approval from the Client’s City Council.

PHASE 3 – CONSTRUCTION

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

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

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

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

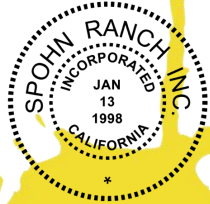
- Task 3.3 Deliverable:
 - Acceptance Letter (PDF)
 - Owner’s Manual (PDF)
 - The Skatepark Etiquette Guide (Hard Copy)

EXHIBIT B – PROJECT FEES

The Phase 1 Design Development services (Tasks 1.1 – 1.7), Phase 2 Construction Document services (Tasks 2.1 – 2.5) and Phase 3 Construction services (Tasks 3.1 – 3.3) described in Exhibit A shall be completed for a not-to-exceed fee of \$500,000.00 per Spohn Ranch’s Sourcewell Contract #112420-SRI.

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

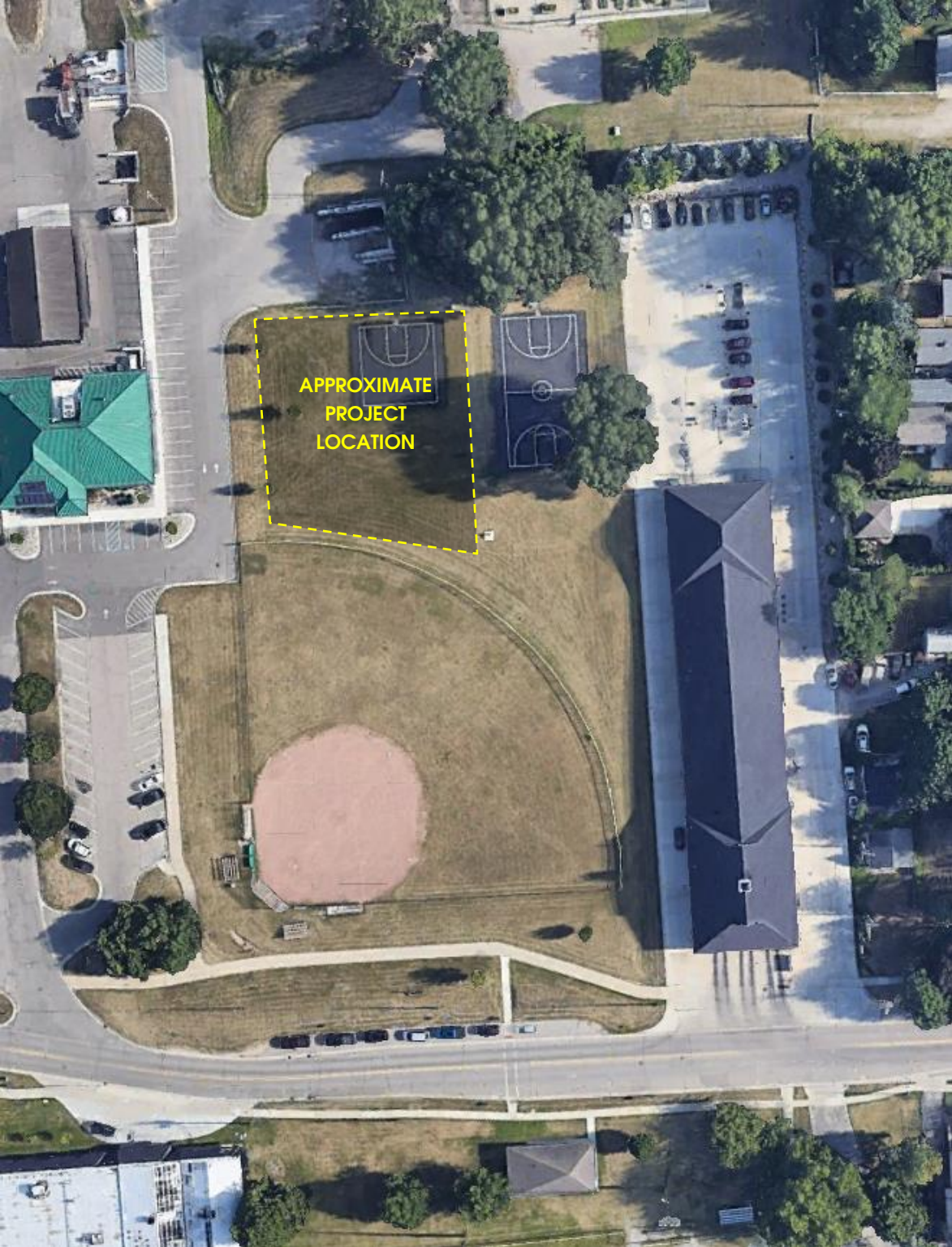
- 5% upon completion of Design Development
- 5% upon completion of Construction Documents
- 30% upon Construction mobilization
- 35% upon 50% completion of Construction
- 20% upon 100% completion of Construction
- 5% within 30 days of completion of Construction



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EXHIBIT C – PROJECT LOCATION



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EXHIBIT D – WARRANTY

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

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

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

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

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

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

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

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

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

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



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EXHIBIT E – TERMS & CONDITIONS

CLIENT (“Client”):

City of Rochester
400 Sixth Street
Rochester, MI 48307

PROJECT (“Project”):

Rochester Skatepark

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

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

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

The following Exhibits are incorporated into this Agreement:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

17. Suspension of Work.

- A. **Suspension in Lieu of Termination.** In the event Spohn has the right to terminate as set forth above, Spohn may, at its sole and absolute discretion, decide to suspend performance of services under this Agreement. If Spohn elects to suspend services, Spohn shall give 10 days' written notice to Client before suspending services.
- B. **Client's Suspension.** If Client suspends the Project, Spohn shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Spohn shall be compensated for reasonable expenses incurred in the interruption and resumption of services. Spohn's fees for the remaining services and the time schedules shall be equitably adjusted. Any suspension over 120 days shall grant Spohn the option to terminate upon 30 days' written notice.

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

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



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

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

Contractor:

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

Client:

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

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

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

Notwithstanding the forgoing agreement to arbitrate, the parties agree to jointly submit the dispute, claim or controversy to informal, non-binding facilitation or mediation and make a good faith effort to resolve the dispute through such processes before submitting the same to formal arbitration.

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

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

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

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



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

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

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

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

By: _____

Nik Banda
City Manager, City of Rochester

Date

By: _____

Kirsten Dermer
CEO, Spohn Ranch, Inc.

Date



City of Rochester

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

MEMORANDUM

Date: January 8, 2025

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: City Council Meetings

Copies: Lee Ann O'Connor, Jeremy Peckens, Holly Meyers, Megan Frazho

Issue: City Council Meetings.

Analysis: It was suggested that a memo on City Council meeting rules and procedures may prove helpful, not only because there are several newer City Council members, but it is also helpful to review for longer-serving members as well. Municipal meetings are quite unique and can be fairly dissimilar to those in the non-governmental business world. Such things as the Open Meetings Act, City Charters, City Codes and the Home Rules City's Act affect how municipal meetings are to be conducted.

One of the essential concepts is the applicability of Robert's Rules of Order ("RRO"). I would say that likely all municipalities have adopted these parliamentary procedure concepts either directly, or in some related way. RRO is not a unique set of rules to municipalities. Rather, it was developed for general corporate usage.

The City has adopted the usage of RRO in Section 2-55 of the City Code. I have enclosed a copy of Division 2 of the Code, which provides a set of rules of order for City Council meetings. I have also attached a copy of Section 6.5 of the City's Charter, which also provides important provisions regarding how meetings are conducted.

To provide an in-depth summary of RRO would be quite an undertaking and likely not overly productive. There are several primers online regarding RRO and I encourage everyone to review some of them. That said, I have attached a 'cheat sheet' that I found helpful from the City of Charlotte, Michigan. Nevertheless, I want to provide some bullet point comments and

instructions that I hope you find helpful. Some are Rochester-specific and some are more universal comments. Please consider:

- All City Council meetings are subject to the Open Meetings Act. While this is a whole topic by itself, its applicability is important here as well. All deliberations must be held in open session and not outside of meetings, except for those items that are properly before Council in closed session. We have had several of these closed sessions over the years. The topics/reasons allowed for closed session are set by statute MCL 15.268 – which I have attached. I have also attached an OMA handbook that the Michigan AG’s office puts out that is a very valuable tool. I have included it and encourage you to review it. Not only does it help with OMA issues, but it specifically talks about parliamentary procedures and how meetings should be run. See particularly pages 19-21.
- Note in Section 2-57 of the City Code that the public has the right to speak on any listed agenda item at the time such agenda item is being considered by Council. This issue came up recently, so I wanted to make Council aware that the City Code specifically makes that available to the public.
- Note that the agenda always has time dedicated to public comment. This is meant for public comments from the audience. Oftentimes Council or staff want to respond to the commenter, or discuss amongst each other, or even debate with the commenter. It is not structured to be public initiated agenda items that take substantial amounts of time as often happens. It is quite proper to simply respond “thank you” at the end of the comment, or even give directive to administration to add it to a future agenda item as a discussion item. If someone from the public wants something to be an agenda topic for discussion, they can ask for that either in advance or at the meeting. Although statements made during this time have often devolved into a debate, it is meant to be public comment only.
- There has been discussion off and on about imposing time limitations for members of the public to speak on a topic being considered, or just generally in the public comment period of the meeting. The City has not instituted such a limitation in the past. If it wishes to do so, it should provide notice on the agenda of such limitation. It is common to have speaking time limitations, oftentimes 3 minutes, and can make the meetings more time-efficient.
- When an agenda item is introduced, it is proper for a motion to approve and a second be made before the deliberations. Rochester does not follow this format typically and it may wish to do so. Making and supporting a motion just deems it worthy of discussion and does not require the maker or seconder to actually vote in favor of the motion once deliberation is completed. It may seem odd to motion to approve and get a second before discussing, but that is the proper procedure.

- It is proper procedure to actually state the language of the motion, and not just “so moved” as is often done. For example, procedurally a motion such as “I move to approve the proposed contract with X for Y services as presented” or “I move approval of the check register dated XXX” would be appropriate.
- During the meeting, it is appropriate to only speak when recognized by the Mayor (or Pro-Tem in her absence). Just starting to talk before being recognized adds confusion as to who should be talking at the moment. Interrupting another member while he/she is talking should also be avoided. While we speak conversationally and informally, during a meeting members should speak only when you “have the floor”. This is true for members of the audience as well. It is not proper for them to simply talk when they want to. At the appropriate times, they should approach the podium and only speak when recognized. Same goes for Council. Raising of the hand to request to be recognized is the appropriate procedure. These efforts will allow the minutes to accurately reflect the discussion. Multiple people talking at once makes it very difficult. Also talking amongst yourselves when another has the floor can be disruptive and even taken as disrespectful to that person and should be avoided.
- Once a Councilmember has spoken, it is proper for the other members to speak if they want to before that Councilmember speaks on that topic again.
- As to consent agenda items, those items are considered routine and often do not warrant separate discussion. However, if a Councilmember wishes to have discussion, then the appropriate procedure is to inform the Mayor when the consent agenda is presented and moved for approval to ask that the matter be “pulled” from the consent agenda for discussion. The Mayor will do so. Then the vote would be as to the remaining items on the consent agenda. Only after that would the Mayor then call the pulled item for consideration. The point of the consent agenda is to pass items that do not typically need discussion, so it is not correct to say “I want to comment on that item” and then start talking. It would be to pull the item and pass the remainder first. This makes the minute-taking clearer as well.

While this is not meant to be exhaustive, hopefully it is helpful for discussion on Monday. If there are matters that Council may want to get deeper into, Council may want to consider bringing in a parliamentarian at a future meeting. I have been at such meetings in the past and they can be very helpful.

Attachments: Division 2 of City Code
 Section 6.5 of City Charter
 Charlotte Cheat Sheet
 MCL 15.268 – Closed Session
 AG’s Open Meetings Handbook



DIVISION 2. RULES OF ORDER

Sec. 2-51. Order of business.

The order of business of the city council shall be set by resolution of the city council.

Sec. 2-52. Rescinded action.

No vote or action of the council shall be rescinded at any special meeting of the council unless there be present at such special meeting as many members of the council as were present at the meeting when such vote or action was taken.

Sec. 2-53. Resolutions.

Any resolution submitted to the council shall be reduced to writing before being voted upon on request of any two members of the council.

Sec. 2-54. Petitions.

All petitions and letters shall be made in writing and presented to the clerk at least three days before the date of the meeting at which the petition will be considered except in such case where the city manager deems the petition to be of an emergency nature in which case the petition may be presented at any time prior to said meeting.

Sec. 2-55. Roberts Rules of Order.

Roberts Rules of Order, Newly Revised, shall govern the deliberations of the council except when in conflict of any of the rules of this division.

Sec. 2-56. Special committees.

Special committees shall be created from time to time as directed by the council. These special committees shall consist of three members each including the chair unless the council shall direct otherwise. All committees shall be appointed by the mayor.

Sec. 2-57. Right to be heard.

All persons in attendance at any regular or special meeting of the council shall be given an opportunity to speak on any listed agenda item at the time such agenda item is being considered by council after being first recognized by the mayor or mayor pro tem in the mayor's absence. Such participation shall take place after the agenda item is introduced and before council deliberates. The mayor or mayor pro tem shall have the right to impose reasonable limitations on the amount of time to be given any person who wishes to speak on any listed agenda item. All persons shall be given an opportunity to speak on any other business concerning the city after being first recognized by the mayor or mayor pro tem in the mayor's absence. Such participation shall take place at the time(s) designated for public comment on the agenda. The mayor or mayor pro tem shall have the right to impose reasonable limitations on the amount of time to be given any person who wishes to speak on any other business concerning the city.

Sec. 2-58. Suspension of rules.

The rules of order in this division, other than those prescribed by the city Charter or by state law, may be suspended at any time, by consent of the majority of the members present at any meeting.

(Code 1982, § 1.10-8)

Section 6.5. Meetings of the Council:

- (a) The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least two (2) regular meetings each month. If any time set for the holding of a regular meeting of the Council shall be a holiday, then such regular meeting shall be held in the next secular day which is not a holiday.
- (b) Special meetings of the Council shall be called by the Clerk on the written request of the Mayor or of any two (2) members of the Council, on at least twenty-four (24) hours written notice to each member of the Council, designating the time, place and purpose of any meeting and served personally or left at his usual place of residence by the Clerk or someone designated by him. Notwithstanding the foregoing requirements for the calling of special meetings, any special meeting of the Council at which all members of the Council are present or have, in writing, waived the requirement that notice be given at least twenty-four (24) hours prior to the time specified for the holding of such meeting and at which a quorum of the Council is present, shall be a legal meeting.
- (c) No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting. However, if all the members of the Council are present at any special meeting of the Council, then any business which might lawfully come before a regular meeting of the Council may be transacted at such special meeting.
- (d) All regular and special meetings of the Council shall be open to the public and the rules of order of the Council shall provide that citizens shall have a reasonable opportunity to be heard.
- (e) Four (4) members of the Council shall be a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, the Mayor or any two (2) members may adjourn any regular or special meeting to a later date.
- (f) Except that there shall be no standing committees of the Council, the Council shall determine its own rules and order of business and shall keep a journal of all its proceedings in the English language which shall be signed by the Mayor and the Clerk. The vote upon the passage of all ordinances and upon the adoption of all resolutions shall be taken by "Yes" and "No" votes and entered upon the record, except that where the vote is unanimous, it shall only be necessary to so state. Each member of the Council who shall be recorded as present shall vote on all questions decided by the Council unless excused by the unanimous consent of the other members present. Any citizen or taxpayer of the City shall have access to the minutes and records of all regular and special meetings of the Council at all reasonable times.
- (g) The Council may, by vote of not less than two (2) of its members, compel the attendance of its members and other officers of the City at its regular and special meetings and enforce orderly conduct therein; and any member of the Council or other officer of the City who refuses to attend such meetings or conduct himself in an orderly manner therat shall be deemed guilty of misconduct in office. The Chief of Police shall serve as the Sergeant-at-Arms of the Council in the enforcement of the provisions of this section.

ROBERT'S RULES OF ORDER CHEAT SHEET

Robert's Rules of Order is a manual of parliamentary procedures that governs most organizations with boards, including governmental bodies. City Council and the other city boards/commissions follow Robert's Rules of Order as a guideline, along with any applicable bylaws or similar, for meeting procedures to ensure meetings are conducted in an orderly and efficient manner.

TYPES OF MOTIONS

- **Main Motion:** Introduce a new item
- **Subsidiary Motion:** Change or affect how to handle a main motion (vote on this before main motion)
- **Privileged Motion:** Urgent or important matter unrelated to pending business
- **Incidental Motion:** Questions procedure of other motions (must consider before the other motion)
- **Motion to Table:** Stops a motion and deliberation
- **Motion to Postpone:** Delays a vote (can reopen debate on the main motion)

EVERY MOTION HAS 6 STEPS

1. **Motion:** A member rises or raises a hand to signal the chairperson.
2. **Second:** Another member seconds the motion.
3. **Restate motion:** The chairperson restates the motion.
4. **Deliberate:** The members deliberate the matter.
5. **Vote:** The chairperson restates the motion, and then first asks for affirmative votes, and then negative votes.
6. **Announce the vote:** The chairperson announces the result of the vote and any instructions.

TIP! If the board is in obvious agreement, the chairperson may save time by stating, "If there is no objection, we will adopt the motion to..." Then wait for any objections. Then say, "Hearing no objections, (state the motion) is adopted." And then state any instructions. If a member objects, first ask for debate, then vote and then announce the vote.

REQUESTING POINTS OF SOMETHING

Certain situations need attention during the meeting, but they don't require a motion, second, debate or voting. It's permissible to state a point during a meeting where the chairperson needs to handle a situation right away. Council members can declare a Point of Order, Point of Information, Point of Inquiry, or Point of Personal Privilege.

- **Point of Order:** Draws attention to a breach of rules, improper procedure, breaching of established practices, etc.
- **Point of Information:** A member may need to bring up an additional point or additional information (in the form of a statement) so that the other members can make fully informed votes.

- **Point of Inquiry:** A member may use point of inquiry to ask for clarification in a report to make better voting decisions.
- **Point of Personal Privilege:** A member may use point of personal privilege to address the physical comfort of the setting such as temperature or noise.

TIPS AND REMINDERS FOR CHAIRPERSONS

Robert's Rules of Order, which is also widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic and orderly. A skilled chairperson allows all members to voice their opinions in an orderly manner so that everyone in the meeting can hear and be heard. The following tips and reminders will help chairpersons to run a successful and productive meeting without being run over or running over others.

- Follow the agenda to keep the group moving toward its goals.
- Let the group do its own work; don't overcommand.
- Control the flow of the meeting by recognizing members who ask to speak.
- Let all members speak once before allowing anyone to speak a second time.
- When discussions get off-track, gently guide the group back to the agenda.
- Model courtesy and respect, and insist that others do the same.
- Help to develop the Council's skills in parliamentary procedure by properly using motions and points of order.
- Give each speaker your undivided attention.
- Keep an emotional pulse on the discussions.
- Allow a consensus to have the final authority of the group.

Charter Specific Rules

The City Charter specifies that a quorum of four members is required to meet. The vote of four Council members is required for any action, except where a larger majority is required by law. At regular Council meetings, only business on the agenda may be considered unless there is a vote of five members of Council. At a special meeting of Council, only matters on the agenda may be considered.

Action	What to say	Can speaker be interrupted?	Need a second?	Can this be deliberated?	Can this be amended?	Votes needed
Introduce main motion	"I move to..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move to amend the motion by..."	No	Yes	Yes	Yes	Majority
Move item to committee	"I move that we refer the matter to committee."	No	Yes	Yes	No	Majority
Postpone item	"I move to postpone the matter until..."	No	Yes	Yes	No	Majority
End debate	"I move the previous question."	No	Yes	Yes	No	Majority
Object to procedure	"Point of order."	Yes	No	No	No	Chair's decision
Recess the meeting	"I move that we recess until..."	No	Yes	No	No	Majority
Adjourn the meeting	"I move to adjourn the meeting."	No	Yes	No	No	Majority
Request information	"Point of information."	No	Yes	No	No	No vote
Overrule the chair's ruling	"I move to overrule the chair's ruling."	Yes	Yes	Yes	No	Majority
Extend the allotted time	"I move to extend the time by _____ minutes."	No	Yes	No	Yes	2/3
Enforce the rules or point out incorrect procedure	"Point of order."	Yes	No	No	No	No vote
Table a motion	"I move to table..."	No	Yes	No	No	Majority
Verity voice vote with count	"I call for a division."	No	No	No	No	No vote
Object to considering some undiplomatic matter	"I object to consideration of this matter..."	Yes	No	No	No	2/3
Take up a previously tabled item	"I move to take from the table..."	No	Yes	No	No	Majority
* Reconsider something already disposed of	"I move to reconsider our action to..."	Yes	Yes	Yes	Yes	Majority
Consider something out of it scheduled order	"I move to suspend the rules and consider..."	No	Yes	No	No	2/3
Move the meeting into closed session	"I move to go into closed session."	No	Yes	No	No	Majority

*A member may make a motion to reconsider something that was already disposed; however, the reconsidered motion may not be subsequently reconsidered. A motion to reconsider must be made during the same meeting and can extend to a meeting that lasts for more than one day.

OPEN MEETINGS ACT HANDBOOK



ATTORNEY GENERAL DANA NESSEL

Additional copies available at
michigan.gov/ag/foia/open-meetings

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OPEN MEETINGS ACT

THE BASICS

The Act

The [Open Meetings Act \(OMA\)](#) is 1976 PA 267, MCL 15.261 through 15.275. The OMA took effect January 1, 1977. In enacting the OMA, the Legislature promoted a new era in governmental accountability and fostered openness in government to enhance responsible decision making.¹

Nothing in the OMA prohibits a public body from adopting an ordinance, resolution, rule, or charter provision that requires a greater degree of openness relative to public body meetings than the standards provided for in the [OMA](#).²

What Bodies are Covered?

The OMA applies to all meetings of a [public body](#).³ A “public body” is broadly defined as:

[A]ny state or local legislative or governing body, including a board, commission, committee, subcommittee, authority, or council, that is empowered by state constitution, statute, charter, ordinance, resolution, or rule to *exercise governmental or proprietary authority or perform a governmental or proprietary function*; a lessee of such a body performing an essential public purpose and function pursuant to the [lease agreement](#); or the board of a nonprofit corporation formed by a city under section 4o of the home rule city act, 1909 PA 279, MCL 117.4o.⁴ [Emphasis added.]

As used in the OMA, the term “[public body](#)” connotes a collective entity and does not include an individual government official.⁵ The OMA also does not apply to [private](#).

¹ *Booth Newspapers, Inc v Univ of Mich Bd of Regents*, 444 Mich 211, 222–223; 507 NW2d 422 (1993).

² MCL 15.261.

³ MCL 15.263. When the Handbook refers to a “board”, the term encompasses all boards, commissions, councils, authorities, committees, subcommittees, panels, and any other public body.

⁴ MCL 15.262(a). The provision in the OMA that includes a lessee of a public body performing an essential public purpose is unconstitutional because the title of the act does not refer to organizations other than “public bodies.” OAG, 1977-1978, No 5207, p 157 (June 24, 1977). Certain boards are excluded “when deliberating the merits of a case.” MCL 15.263(7). See also MCL 15.263(8) and (10).

⁵ *Herald Co v Bay City*, 463 Mich 111, 129–133; 614 NW2d 873 (2000) (holding that a city manager is not subject to the OMA); *Craig v Detroit Public Schs Chief Executive Officer*, 265 Mich App 572, 579; 697 NW2d 529 (2005). OAG, 1977-1978, No 5183A, p 97 (April 18, 1977).

[nonprofit corporations](#).⁶ Furthermore, an advisory body without express decision-making authority is not a “public body” under the OMA.⁷

Public Notice Requirements

A meeting of a public body cannot be held unless public notice is given consistent with the [OMA](#).⁸ A [public notice](#) must contain the public body’s name, telephone number, and address, and must be posted at its principal office and any other locations the public body considers appropriate.⁹ If a public body is a part of a state department, a [public notice](#) must also be posted in the principal office of the state department.¹⁰

Public notice requirements are specific to the type of meeting:

1. For regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings.
2. For a change in schedule of regular meetings of a public body, there shall be posted within three days after the meeting at which the change is made, a public notice stating the new dates, times, and places of its regular meetings.
3. For a rescheduled regular or a special meeting of a public body, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting.
4. A meeting of a public body which is recessed for more than 36 hours shall be reconvened only after [public notice](#) has been posted at least 18 hours before the reconvened meeting.¹¹

At their first meeting of the calendar or fiscal year, each board must set the dates, times, and places of the board’s regular meetings for the coming year. The OMA

⁶ OAG, 1985-1986, No 6352, p 252 (April 8, 1986) (The Michigan High School Athletic Association is not subject to the OMA.). See also *Perlongo v Iron River Coop TV Antenna Corp*, 122 Mich App 433; 332 NW2d 502 (1983).

⁷ See *Pinebrook Warren, LLC v City of Warren*, ___ Mich App ___ (2022) holding that a review committee was not a public body subject to the OMA because the ordinance that created the committee did not grant the committee with authority to make final licensing decisions, which was retained by the city council. The Court found the lack of an express grant of authority to exercise governmental or proprietary authority or to perform a governmental or proprietary function was determinative.

⁸ MCL 15.265(1); *Nicholas v Meridian Charter Twp*, 239 Mich App 525, 531; 609 NW2d 574 (2000).

⁹ MCL 15.264(a)-(c).

¹⁰ MCL 15.264(c).

¹¹ MCL 15.265(2)-(5).

does not require any particular number of meetings. The board may cancel or reschedule its regular meetings.

The minimum 18 hour notice requirement is not fulfilled if the public is denied access to the notice of the meeting for any part of the 18 hours.¹² The requirement may be met by posting at least [18 hours](#) in advance of the meeting using a method designed to assure access to the notice. For example, the public body can post the notice at the main entrance visible on the outside of the building that houses the principal office of the public body.¹³ If the public body maintains an “official internet presence” that includes monthly or more frequent updates of public meetings agendas and minutes, they must also post [notice](#) of a special meeting at least 18 hours before the meeting on a portion of the body’s website fully accessible to the public.¹⁴

A public body must send copies of the public notices by first class mail to a requesting party, upon the party’s payment of a yearly fee of not more than the reasonable estimated cost of printing and postage. Upon written request, a public body, at the same time a public notice of a meeting is posted, must provide a copy of the public notice to any newspaper published in the state or any radio or television station located in the state, [free of charge](#).¹⁵

Agendas and the OMA

While the OMA requires a public body to give public notice when it meets, it has no requirement that the [public notice](#) include an agenda or a specific statement as to the purpose of a meeting.¹⁶ No agenda format is required by the OMA.¹⁷

Penalties for OMA Violations

A public official who “intentionally violates” the OMA may be found guilty of a [misdemeanor](#)¹⁸ and may be [personally liable](#) for actual and exemplary damages of not more than \$500 for a single meeting.¹⁹ The exemptions in the OMA must be strictly construed. The “rule of lenity” (i.e., courts should mitigate punishment when

¹² OAG, 1979-1980, No 5724, p 840 (June 20, 1980).

¹³ OAG No 5724.

¹⁴ MCL 15.265(4).

¹⁵ MCL 15.266.

¹⁶ OAG, 1993-1994, No 6821, p 199 (October 18, 1994). But, as discussed in OAG No 6821, other statutes may require a public body to state in its notice the business to be transacted at the meeting.

¹⁷ *Lysogorski v Bridgeport Charter Twp*, 256 Mich App 297, 299; 662 NW2d 108 (2003).

¹⁸ MCL 15.272.

¹⁹ MCL 15.273.

the punishment in the criminal statute is unclear) does not apply to construction of the OMA's exemptions.²⁰

A decision made by a public body may be invalidated by a court, if the public body has not complied with the requirements of [MCL 15.263\(1\), \(2\), and \(3\)](#) [i.e., making decisions at a public meeting] or if failure to give notice in accordance with section 5 has interfered with substantial compliance with [MCL 15.263\(1\), \(2\), and \(3\)](#), and the court finds that the noncompliance has impaired the rights of the public under the OMA.

Lawsuits to Compel Compliance

Actions must be brought within [60 days](#) after the public body's approved minutes involving the challenged decision are made publicly available.²¹ If the decision involves the approval of contracts, the receipt or acceptance of bids, or the procedures pertaining to the issuance of bonds or other evidences of indebtedness, the action must be brought within [30 days](#) after the approved minutes are made publicly available.²² If the decision of a state public body is challenged, venue is in the Court of Claims.²³

Correcting Non-Conforming Decisions

In any case where a lawsuit has been initiated to invalidate a public body's decision on the ground that it was not made in conformity with the OMA, the public body may, without being deemed to make any admission contrary to its interest, reenact the disputed decision in conformity with the OMA. A decision reenacted in this manner shall be effective from the [date of reenactment](#) and is not rendered invalid by any deficiency in its initial enactment.²⁴ If the board acts quickly, the reenactment may defeat a claim for attorney's fees, since plaintiffs would not be successful in "obtaining relief in the action" within the meaning of the OMA.²⁵ The public body need not, however, wait for a lawsuit to correct a decision made at a meeting that did not comply with the OMA.²⁶

²⁰ *People v Whitney*, 228 Mich App 230, 244; 578 NW2d 329 (1998).

²¹ MCL 15.270(3)(a).

²² MCL 15.270(3)(b).

²³ MCL 15.270(4).

²⁴ MCL 15.270(5).

²⁵ *Leemreis v Sherman Twp*, 273 Mich App 691, 700; 731 NW2d 787 (2007). *Felice v Cheboygan County Zoning Comm*, 103 Mich App 742, 746; 304 NW2d 1 (1981).

²⁶ *Lockwood v Ellington Twp*, 323 Mich App 392, 405; 917 NW2d 413 (2018).

DECISIONS MUST BE MADE IN PUBLIC MEETINGS

All Decisions Must be Made at a Meeting Open to the Public

The OMA provides that “[a]ll decisions of a public body shall be made at a meeting open to the public,” and that, with limited exceptions, “[a]ll deliberations of a public body constituting a quorum of its members shall take place at a meeting [open to the public](#).”²⁷ The OMA defines “decision” to mean “a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by members of a public body is required and by which a [public body](#) effectuates or formulates public policy.”²⁸

The OMA does not prescribe any specific form of formal voting requirement, but any kind of process that equates to decision-making falls under the act and so must be conducted at an open meeting.²⁹ For example, where board members use telephone calls or sub-quorum meetings to achieve the same intercommunication that could have been achieved in a full board or commission meeting, the members’ conduct is susceptible to “round-the-horn” decision-making, which achieves the same effect as if the entire board had met publicly and formally cast its votes and would violate the OMA.³⁰

Canvassing Board Members on How they Might Vote

Although similar to prohibited “round-the-horn” decision making described above, an informal canvas by one member of a public body to find out where the votes would be on a particular issue does not violate the OMA, so long as no decisions are made during the discussions and the discussions are not a deliberate attempt to the avoid the OMA.³¹

Meeting “Informally” to Discuss Matters

To promote openness in government, exceptions to the OMA must be construed strictly.³² Thus, the [closed session exception](#) does not allow a quorum of a public

²⁷ MCL 15.263(2) and (3).

²⁸ MCL 15.262(d).

²⁹ *Booth Newspapers, Inc*, 444 Mich at 229.

³⁰ *Booth Newspapers, Inc*, 444 Mich at 229 (“[A]ny alleged distinction between the [public body’s] consensus building and a determination or action, as advanced in the OMA’s definition of ‘decision,’ is a distinction without a difference.”).

³¹ *St Aubin v Ishpeming City Council*, 197 Mich App 100, 103; 494 NW2d 803 (1992).

³² *Wexford County Prosecutor v Pranger*, 83 Mich App 197, 201, 204; 268 NW2d 344 (1978).

body to meet to discuss matters of public policy, even if there is no intention that the deliberations will lead to a decision on that occasion.³³

When may a Quorum of a Board Gather Outside an Open Meeting Without Violating the OMA?

The OMA “does not apply to a meeting which is a [social or chance gathering or conference](#) not designed to avoid this act.”³⁴ The OMA, however, does not define the terms “social or chance gathering” or “conference,” and provides little direct guidance as to the precise scope of this [exemption](#).³⁵

In addition to a purely [social gathering or chance gathering](#)³⁶ that does not involve discussions of public policy among the members of the board, a quorum may accept an invitation to address a [civic organization](#),³⁷ listen to the concerns of a neighborhood organization, or observe demonstrations, if the board doesn’t deliberate toward, or make, a [decision](#).³⁸

A board quorum also may meet for a workshop, seminar, informational gathering, or professional conference designed to convey, to the conference participants, information about areas of [professional interest](#) common to all conference participants rather than a more limited focus on matters or issues of [particular interest](#) to a single public body.³⁹ However, when gatherings are designed to receive input from officers or employees of the public body, the OMA requires that the gathering be held at a [public meeting](#).⁴⁰

For example, the OMA was not violated when several members of the board of county commissioners attended a public meeting of the county planning committee (which had more than fifty members, two who were county commissioners), which resulted in a quorum of the board being present at the meeting (without the

³³ Compare OAG, 1977-1978, No 5298, p 434, 435 (May 2, 1978). See also OAG, 1979-1980, No 5444, p 55, 56 (February 21, 1979) (explaining that anytime a quorum of a public body meets and considers a matter of public policy, the meeting must comply with the OMA’s requirements), with OAG, 1979-1980, No 5437, p 36, 37 (February 2, 1979) (explaining that where members of a public body constituting a quorum come together by chance, the gathering is exempt from the OMA; however, even at a chance meeting, matters of public policy may not be discussed by the members with each other).

³⁴ MCL 15.263(10).

³⁵ OAG, 1981-1982, No 6074, p 662, 663 (June 11, 1982).

³⁶ OAG, 1979-1980, No 5437, p 36 (February 2, 1979).

³⁷ OAG, 1977-1978, No 5183, p 21, 35 (March 8, 1977).

³⁸ OAG, 1977-1978, No 5364, p 606, 607 (September 7, 1978).

³⁹ OAG, 1979-1980, No 5433, p 29, 31 (January 31, 1979).

⁴⁰ OAG No 5433 at p 31.

meeting also being noticed as a county commission meeting), since the nonmember commissioners did not engage in deliberations or render [decisions](#).⁴¹

Advisory Committees and the OMA

The OMA does not apply to committees and subcommittees composed of less than a quorum of the full public body if they “are merely [advisory](#) or only capable of making ‘recommendations concerning the exercise of governmental authority.’”⁴²

Where, on the other hand, a committee or subcommittee is empowered to act on matters in such a fashion as to deprive the full public body of the opportunity to consider a matter, a decision of the committee or subcommittee “is an exercise of governmental authority which effectuates public policy” and the committee or subcommittee proceedings are, therefore, subject to the [OMA](#).⁴³

If a joint meeting of two committees of a board (each with less than a quorum of the board) results in the presence of a quorum of the board, the board must comply in all respects with the OMA and notice of the joint meeting must include the fact that a [quorum](#) of the board will be present.⁴⁴

Use of Email or Other Electronic Communications Among Board Members During an Open Meeting

Email, texting, or other forms of electronic communications among members of a board or commission during an open meeting that involve deliberations toward decision-making or actual decisions violates the OMA, since those communications are not open to the public and, in effect, transform the open meeting into a “closed” session.

While the OMA does not require that all votes by a public body must be by roll call, voting requirements under the act are met when a vote is taken by roll call, show of hands, or other method that informs the public of the public official’s decision rendered by his or her vote. Thus, the OMA bars the use of email or other electronic

⁴¹ OAG, 1989-1990, No 6636, p 253 (October 23, 1989), cited with approval in *Ryant v Cleveland Twp*, 239 Mich App 430, 434–435; 608 NW2d 101 (2000) and *Nicholas*, 239 Mich App at 531–532. If, however, the noncommittee board members participate in committee deliberations, the OMA would be violated. *Nicholas*, 239 Mich App at 532.

⁴² OAG, 1997-1998, No 6935, p 18 (April 2, 1997); OAG No 5183 at p 40.

⁴³ *Schmiedicke v Clare School Bd*, 228 Mich App 259, 261, 263-264; 577 NW2d 706 (1998); *Morrison v East Lansing*, 255 Mich App 505; 660 NW2d 395 (2003); and OAG, 1997-1998, No 7000, p 197 (December 1, 1998) (A committee composed of less than a quorum of a full board is subject to the OMA, if the committee is effectively authorized to determine whether items will or will not be referred for action by the full board), citing OAG, 1977- 1978, No 5222, p 216 (September 1, 1977).

⁴⁴ OAG, 1989-1990, No 6636, at p 254.

communications to conduct a secret ballot at a public meeting, since it would prevent citizens from knowing how members of the public body have [voted](#).⁴⁵

Moreover, the use of electronic communications for discussions or deliberations, which are not, at a minimum, able to be heard by the public in attendance at an open meeting are contrary to the OMA's core purpose – the promotion of openness in government.⁴⁶

Using email to distribute handouts, agenda items, statistical information, or other such material during an open meeting should be permissible under the OMA, particularly when copies of that information are also made available to the public before or during the meeting.

CLOSED SESSIONS

Meeting in Closed Session

A public body may meet in a [closed session](#) *only* for one or more of the permitted purposes specified in section 8 of the OMA.⁴⁷ The [limited purposes](#) for which closed sessions are permitted include, among others:⁴⁸

1. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, *if the named person requests a [closed hearing](#)*.⁴⁹
2. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement *if either negotiating party requests a [closed hearing](#)*.⁵⁰
3. To consider the purchase or lease of real property up to the time an option to purchase or lease that [real property](#) is obtained.⁵¹

⁴⁵ See *Esperance v Chesterfield Twp*, 89 Mich App 456, 464; 280 NW2d 559 (1979); OAG, 1977-1978, No 5262, p 338 (January 31, 1978).

⁴⁶ See *Booth Newspapers, Inc*, 444 Mich at 229; *Schmiedicke*, 228 Mich App at 263, 264; *Wexford County Prosecutor*, 83 Mich App at 204.

⁴⁷ MCL 15.268. OAG, 1977-1978, No 5183, at p 37.

⁴⁸ The other permissible purposes deal with public primary, secondary, and post-secondary student disciplinary hearings – section 8(b); state legislature party caucuses – section 8(g); compliance conferences conducted by the Michigan Department of Community Health – section 8(i); and public university presidential search committee discussions – section 8(j); and school boards considering security planning to address threats to the safety of students and staff – section 8(k).

⁴⁹ MCL 15.268(a) (Emphasis added).

⁵⁰ MCL 15.268(c) (Emphasis added).

⁵¹ MCL 15.268(d).

4. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, *but only if* an [open meeting](#) would have a detrimental financial effect on the litigating or settlement position of the public body.⁵²
5. To review and consider the contents of an application for employment or appointment to a public office *if the candidate requests that the application remain confidential*. However, all [interviews](#) by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.⁵³
6. To consider material [exempt](#) from discussion or disclosure by state or federal statute.⁵⁴ But note – a board is not permitted to go into closed session to discuss an attorney’s oral opinion, as opposed to a written legal memorandum.⁵⁵

Decisions Must be Made During an Open Meeting, Not the Closed Session

Section 3(2) of the OMA requires that “[a]ll decisions of a public body shall be made at a meeting [open to the public](#).”⁵⁶ Section 2(d) of the OMA defines “[decision](#)” to mean “a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy.”⁵⁷ And so, the purposes of the closed session must be strictly limited to the exceptions listed above; no decision making is permitted in the closed session.

A Closed Session Must be Conducted During the Course of an Open Meeting

Section 2(c) of the OMA defines “[closed session](#)” as “a meeting or part of a meeting of a public body that is closed to the public.”⁵⁸ Section 9(1) of the OMA provides that

⁵² MCL 15.268(e) (Emphasis added).

⁵³ MCL 15.268(f) (Emphasis added).

⁵⁴ MCL 15.268(h).

⁵⁵ *Booth Newspapers, Inc v Wyoming City Council*, 168 Mich App 459, 467, 469-470; 425 NW2d 695 (1988).

⁵⁶ MCL 15.263(2). See also *St Aubin*, 197 Mich App at 103; OAG, 1977-1978, No 5262, at p 338–339 (The OMA prohibits a voting procedure at a public meeting which prevents citizens from knowing how members of the public body have voted.); OAG, 1979-1980, No 5445, p 57 (February 22, 1979) (A public body may not take final action on any matter during a closed meeting.).

⁵⁷ MCL 15.262(d).

⁵⁸ MCL 15.262(c).

the [minutes](#) of an open meeting must include “the purpose or purposes for which a closed session is held.”⁵⁹

Going into Closed Session

Section 7(1) of the [OMA](#)⁶⁰ sets out the procedure for calling a closed session:

A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

Thus, a public body may go into closed session only upon a motion duly made, seconded, and adopted by a [2/3 roll call vote](#) of the members appointed and serving⁶¹ during an open meeting for the purpose of (1) considering the purchase or lease of real property, (2) consulting with their attorney, (3) considering an employment application, or (4) considering material exempt from disclosure under state or federal law. A majority vote is sufficient for going into closed session for the other OMA permitted purposes.

It is suggested that every motion to go into closed session should cite one or more of the permissible purposes listed in section 8 of the [OMA](#).⁶² An example of a motion to go into closed session is:

I move that the Board meet in closed session under section 8(e) of the Open Meetings Act, to consult with our attorney regarding trial or settlement strategy in connection with [the name of the specific lawsuit].⁶³

Another example is the need to privately discuss with the public body’s attorney a memorandum of advice as permitted under section 8(h) of the OMA, which provides that “a public body may meet in a closed session . . . to consider material [exempt](#) from discussion or disclosure by state or federal statute.”⁶⁴ The motion should cite section 8(h) of the OMA and the statutory basis for the closed session, such as

⁵⁹ MCL 15.269(1).

⁶⁰ MCL 15.267(1).

⁶¹ And not just those attending the meeting. OAG No 5183 at p 37.

⁶² MCL 15.268.

⁶³ “[I]t is clear that the Legislature intended for public bodies to name the pending litigation before entering a closed session.” *Vermilya v Delta College Bd of Trustees*, 325 Mich App 416, 421; 925 NW2d 897 (2018). The *Vermilya* court cited the OMA Handbook’s recommended motion language with approval. 325 Mich App at 423.

⁶⁴ MCL 15.268(h). Proper discussion of a written legal opinion at a closed meeting is, with regard to the attorney-client privilege exemption to the OMA, limited to the meaning of any strictly legal advice presented in the written opinion. *People v Whitney*, 228 Mich App at 245–248.

section 13(1)(g) of the [Freedom of Information Act](#), which exempts from public disclosure “[i]nformation or records subject to the attorney-client privilege.”⁶⁵

Leaving a Closed Session

The OMA is silent as to how to leave a closed session. A motion may be made to end the closed session with a majority vote needed for approval. While this is a decision made in a closed session, it is not a decision that “effectuates or formulates public policy.”

When the public body has concluded its closed session, the open meeting minutes should state the time the public body reconvened in open session and any votes on matters discussed in the closed session must occur in an open meeting.

Avoid Using the Terms “Closed Session” and “Executive Session” Interchangeably

The term “executive session” does not appear in the OMA, but “closed session” does. “Executive session” is more of a private sector term and is often used to describe a private session of a board of directors, which is not limited as to purpose, where actions can be taken, and no minutes are recorded. This is not the same as a “closed session” under the OMA, and so public bodies should avoid using the term “executive session” to refer to a “closed session.”

Staff and Others May Join the Board in a Closed Session

A public body may rely upon its officers and employees for [assistance](#) when considering matters in a closed session. A public body may also request private citizens to assist, as appropriate, in its considerations.⁶⁶

Forcibly Excluding Persons from a Closed Session

A public body may, if necessary, exclude an [unauthorized individual](#) who intrudes upon a closed session by either (1) having the individual forcibly removed by a law enforcement officer, or (2) by recessing and removing the closed session to a new location.⁶⁷

⁶⁵ MCL 15.243(1)(g).

⁶⁶ OAG, 1979-1980, No 5532, p 324 (August 7, 1979).

⁶⁷ OAG, 1985-1986, No 6358, p 268 (April 29, 1986), citing *Regents of the Univ of Mich v Washtenaw County Coalition Against Apartheid*, 97 Mich App 532; 296 NW2d 94 (1980).

ATTENDING OPEN MEETINGS

Excluding Individuals

No one may be excluded from a meeting otherwise open to the public except for a [breach of the peace](#) actually committed at the meeting.⁶⁸

Identifying Public Attendees

No one may be required to register or otherwise provide his or her name or other information or otherwise to fulfill a [condition](#) precedent to attend a public meeting.⁶⁹

Building security at the meeting site may cause issues. Members of the public might object, based on the [OMA](#), to signing in to gain access to the building where a public meeting is being held.⁷⁰ Therefore, it is recommended that public bodies meet in facilities or areas not subject to public access restrictions.

If the public body wishes the members of the public to identify themselves at the meeting, the board chair may announce something like this:

The Board would appreciate having the members of the public attending the meeting today identify themselves and mention if they would like the opportunity to speak during the public comment period. However, you do not need to give your name to attend this meeting. When the time comes to introduce yourself and you do not want to do so, just say pass.

Since speaking at the meeting is a step beyond “attending” the public meeting and the OMA provides that a person may address the public body “under rules established and recorded by the public body,” the board may establish a [rule](#) requiring individuals to identify themselves if they wish to speak at a meeting.⁷¹

Limiting Public Comment

A public body may adopt a [rule](#) imposing individual time limits for members of the public addressing the public body.⁷² In order to carry out its responsibilities, the board can also consider establishing rules allowing the chairperson to encourage groups to designate one or more individuals to speak on their behalf to avoid cumulative comments. But a [rule](#) limiting the period of public comment may not be

⁶⁸ MCL 15.263(6).

⁶⁹ MCL 15.263(4).

⁷⁰ In addition, “[a]ll meetings of a public body . . . shall be held in a place available to the general public.” MCL 15.263(1).

⁷¹ MCL 15.263(5). OAG, 1977-1978, No 5183, at p 34.

⁷² OAG, 1977-1978, No 5332, p 536 (July 13, 1978) (The rule must be duly adopted and recorded.). OAG, 1977-1978. No 5183, at p 34.

applied in a manner that denies a person the right to address the public body, such as by limiting all public comment to a half-hour period.⁷³

Meeting Location

The [OMA](#) only requires that a meeting be held “in a place available to the general public;” it does not dictate that the meeting be held within the geographical limits of the public body’s jurisdiction.⁷⁴ However, if a meeting is held so far from the public which it serves that it would be difficult or inconvenient for its citizens to attend, the meeting may be considered as not being held at a place available to the general public. Whenever possible, the meeting should be held within the public body’s geographical boundaries. A local public body’s meeting may not take place in a residential building, if a nonresidential building is available without cost within the local unit’s boundaries.⁷⁵

Physical Attendance at Meetings

The OMA has been interpreted to require members of public bodies to be physically present at meetings held within a physical space.⁷⁶ The OMA generally does not provide for remote attendance by public body members or members of the public, except to accommodate the absence of a member of a public body due to the member’s military duty.⁷⁷

Providing Reasonable Accommodations Under the Americans with Disabilities Act

The Americans with Disabilities Act (ADA), 42 USC 12131 *et seq*, and Rehabilitation Act, MCL 395.81 *et seq*, [require state and local boards and commissions to provide reasonable accommodations](#), which could include an option to participate virtually, to qualified individuals with a disability who request an

⁷³ OAG No 5332 at p 538.

⁷⁴ OAG, 1979-1980, No 5560, p 386 (September 13, 1979). However, local charter provisions or ordinances may impose geographical limits on public body meetings.

⁷⁵ MCL 15.265(6). Under this provision, the notice shall be published not less than 2 days before the day on which the meeting is held, and shall state the date, time, and place of the meeting. The notice shall be at the bottom of the display advertisement, set off in a conspicuous manner, and include the following language: “This meeting is open to all members of the public under Michigan's open meetings act.”

⁷⁶ As part of the measures to prevent the spread of COVID-19, the OMA was amended to temporarily allow public bodies for limited periods to conduct and attend meetings by electronic means. The amendment expired after December 31, 2021, and, generally, only those board members absent due to military duty may participate by electronic means - this provision was part of the OMA before the pandemic.

⁷⁷ MCL 15.263(2).

accommodation in order to fully participate in a meeting as a board or commission member or as a member of the general public.⁷⁸

Timing of Public Comment

A public body has discretion under the OMA when to schedule [public comment](#) during the meeting.⁷⁹ Thus, scheduling public comment at the beginning⁸⁰ or the [end](#)⁸¹ of the meeting agenda does not violate the OMA. The public has no right to address the [commission](#) during its deliberations on a particular matter.⁸²

Taping and Broadcasting

The [right](#) to attend a public meeting includes the right to tape-record, videotape, broadcast live on radio, and telecast live on television the proceedings of a public body at the public meeting.⁸³ A board may establish reasonable [regulations](#) governing the televising or filming by the electronic media of a hearing open to the public in order to minimize any disruption to the hearing, but it may not prohibit such coverage.⁸⁴ And the exercise of the [right](#) to tape-record, videotape, and broadcast public meetings is not be dependent upon the prior approval of the public body.⁸⁵

Sound Recordings of Public Meetings

Every meeting of a public body that is a state licensing board, state commission panel, or state rule-making board, except a meeting or part of a meeting held in closed session, [must be recorded in a manner that allows for the capture of sound](#), including, without limitation, in any of the following formats:

- a. A sound-only recording.
- b. A video recording with sound and picture.
- c. A digital or analog broadcast capable of being recorded.

The recording made under this provision must be maintained for a minimum of one year from the date of the meeting in a format that can be reproduced upon a request under the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.⁸⁶

⁷⁸ See OAG, 2021-2022, No 7318.

⁷⁹ MCL 15.263(5).

⁸⁰ *Lysogorski*, 256 Mich App at 302.

⁸¹ OAG, 1979-1980, No 5716, p 812 (June 4, 1980).

⁸² OAG, 1977-1978, No 5310, p 465, 468 (June 7, 1978).

⁸³ MCL 15.263(1).

⁸⁴ OAG, 1987-1988, No 6499, p 280 (February 24, 1988).

⁸⁵ MCL 15.263(1).

⁸⁶ MCL 15.269a. This Section is effective as of 91 days after adjournment of the 2022 regular session.

MINUTES

What Must be in the Minutes

At a minimum, the minutes must show the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The [minutes](#) must include all roll call votes taken at the meeting.⁸⁷ The OMA does not prohibit a public body from preparing a more detailed set of minutes of its public meetings if it chooses to do so.⁸⁸

When Must the Minutes be Available

Proposed minutes must be made available for public inspection within eight days after the applicable meeting. Approved [minutes](#) must be made available for public inspection within five days after the public body's approval.⁸⁹

When Must the Minutes be Approved

Minutes must be approved at the board's [next meeting](#).⁹⁰ Corrected minutes must show both the original entry and the correction (for example, using a "strikethrough" word processing feature).

Closed Session Minutes

A separate set of minutes must be taken for closed sessions. While closed session minutes must be approved in an open meeting (with contents of the minutes kept confidential), the board may meet in [closed session](#) to consider approving the minutes.⁹¹

Closed session minutes shall only be disclosed if required by a civil action filed under sections 10, 11, or 13 of the [OMA](#).⁹² The board secretary may furnish the minutes of a closed session of the body to a board member. A member's [dissemination](#) of closed session minutes to the public, however, is a violation of the OMA, and the member risks criminal prosecution and civil penalties.⁹³ An

⁸⁷ MCL 15.269(1).

⁸⁸ Informational letter to Representative Jack Brandenburg from Chief Deputy Attorney General Carol Isaacs dated May 8, 2003.

⁸⁹ MCL 15.269(3).

⁹⁰ MCL 15.269(1).

⁹¹ OAG, 1985-1986, No 6365, p 288 (June 2, 1986). This, of course, triggers the need for more closed session minutes.

⁹² MCL 15.270, 15.271, and 15.273; *Local Area Watch v Grand Rapids*, 262 Mich App 136, 143; 683 NW2d 745 (2004); OAG, 1985-1986 No 6353, p 255 (April 11, 1986).

⁹³ OAG, 1999-2000, No 7061, p 144 (August 31, 2000).

audiotape of a closed session meeting of a public body is part of the minutes of the session meeting and, thus, must be filed with the clerk of the public body for retention under the OMA.⁹⁴ As part of the closed session minutes, the audiotape may also only be disclosed if required by a civil action filed under sections 10, 11, or 13 of the [OMA](#).⁹⁵

Closed session minutes may be [destroyed](#) one year and one day *after approval of the minutes of the regular meeting at which the closed session occurred*.⁹⁶

Inadvertent Omissions from the Minutes

The OMA does not invalidate a decision due to a simple error in the minutes, such as inadvertently omitting the vote to go into closed session from a meeting's minutes.⁹⁷

PARLIAMENTARY PROCEDURES

Core Principle

For the actions of a public body to be valid, they must be approved by a [majority vote](#) of a quorum, absent a controlling provision to the contrary, at a lawfully convened meeting.⁹⁸

Quorum

A quorum is the minimum number of members who must be present for a board to act. Any substantive action taken in the absence of a quorum is invalid. If a public body properly notices the meeting under OMA, but lacks a quorum when it convenes, the board members in attendance may receive reports and comments from the public or staff, ask questions, and comment on matters of interest, but may not make any decisions.⁹⁹

⁹⁴ *Kitchen v Ferndale City Council*, 253 Mich App 115; 654 NW2d 918 (2002).

⁹⁵ MCL 15.270, 15.271, and 15.273; *Local Area Watch v Grand Rapids*, 262 Mich App 136, 143; 683 NW2d 745 (2004); OAG, 1985-1986 No 6353, p 255 (April 11, 1986).

⁹⁶ *Kitchen v Ferndale City Council*, 253 Mich App 115; 654 NW2d 918 (2002).

⁹⁷ *Willis v Deerfield Twp*, 257 Mich App 541, 554; 669 NW2d 279 (2003).

⁹⁸ OAG, 1979-1980, No 5808, p 1060 (October 30, 1980). Robert's Rules of Order Newly Revised (RRONR) (10th ed), p 4. We cite to Robert's Rules in this Handbook as a leading guide on parliamentary procedures. This is not to imply that public bodies are, as a general rule, bound by Robert's Rules.

⁹⁹ OAG, 2009-2010, No 7235 (October 9, 2009).

What is the Quorum?

To determine a quorum for any given board, look to the statute, charter provision, or ordinance creating the board in question. On the state level, the Legislature in recent years has set the board quorum in the governing statute itself. The statute will often provide that “a majority of the board appointed and serving shall constitute a quorum.” For a 15-member board, that means eight would be the quorum, assuming there are 15 members appointed and serving. Without more in the statute, as few as five board members could then decide an issue, since they would be a majority of a [quorum](#).¹⁰⁰ But recent statutes often provide that “voting upon action taken by the board shall be conducted by [majority vote](#) of the members appointed and serving.” In that instance, the board needs at least eight favorable votes to act.¹⁰¹ The Legislature has a backstop statute, which provides that any provision that gives “joint authority to 3 or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons, unless it shall be otherwise expressly declared in the law giving the authority.”¹⁰²

Losing a Quorum

Even if a meeting begins with a quorum present, the board loses its right to conduct substantive action whenever the attendance of its members falls below the necessary quorum.¹⁰³

Disqualified Members

A member of a public body who is disqualified due to a [conflict of interest](#) may not be counted to establish a quorum to consider that matter.¹⁰⁴

Expired-term Members

Absent a contrary controlling provision, the general rule is that a public officer holding over after his or her term expires may [continue](#) to act until a successor is

¹⁰⁰ See OAG, 1977-1978, No 5238, p 261 (November 2, 1977).

¹⁰¹ See OAG, 1979-1980, No 5808, p 1061.

¹⁰² MCL 8.3c. *Wood v Bd of Trustees of the Policemen & Firemen Retirement Sys of Detroit*, 108 Mich App 38, 43; 310 NW2d 39 (1981).

¹⁰³ RRONR (10th ed), p 337-338.

¹⁰⁴ OAG, 1981-1982, No 5916, p 218 (June 8, 1981). But see MCL 15.342a, which provides a procedure for disqualified public officials to vote in some limited circumstances where a quorum is otherwise lacking for a public body to conduct business.

appointed and qualified, and so could be counted for quorum purposes and be permitted to vote.¹⁰⁵

Resigned Members

The common law rule in Michigan is that a public officer's resignation is not effective until it has been accepted by the appointing authority (who, at the state level, is usually the governor). Acceptance of the [resignation](#) may be manifested by formal acceptance or by the appointment of a successor.¹⁰⁶ Thus, until a resignation is formally accepted or a successor appointed, the resigning member must be considered "appointed and serving," be counted for quorum purposes, and be permitted to vote.

Voting

- Abstain – To "abstain" means to refuse to vote. Thus, a board member does not "vote" to abstain. If a vote requires a majority or a certain percentage of the members present for approval, an abstention has the same effect as a "no" vote.¹⁰⁷
- Adjourning the meeting – A presiding officer cannot arbitrarily adjourn a meeting without first calling for a vote of the members present.¹⁰⁸
- Chairperson voting – Unless a contrary controlling provision exists, all board members may [vote](#) on any matter coming before a board.¹⁰⁹ If a board's presiding officer votes on a motion and that vote is tied, the presiding officer cannot then vote again to break the tie unless explicitly authorized by law.¹¹⁰
- Expired-term members – To determine when a member's term expires, look first to the statute, charter provision, or ordinance creating the public body. Many statutes provide that "a member shall serve until a successor is appointed." Absent a contrary controlling provision, the general rule is that a public officer

¹⁰⁵ OAG, 1979-1980, No 5606, p 493 (December 13, 1979), citing *Greyhound Corp v Pub Serv Comm*, 360 Mich 578, 589-590; 104 NW2d 395 (1960). See also, *Cantwell v City of Southfield*, 95 Mich App 375; 290 NW2d 151 (1980).

¹⁰⁶ OAG, 1985-1986, No 6405, p 429, 430 (December 9, 1986), citing *Clark v Detroit Bd of Educ*, 112 Mich 656; 71 NW 177 (1897).

¹⁰⁷ RRONR (10th ed), p 390-395.

¹⁰⁸ *Dingwall v Detroit Common Council*, 82 Mich 568, 571; 46 NW 938 (1890).

¹⁰⁹ See OAG, 1981-1982, No 6054, p 617 (April 14, 1982).

¹¹⁰ *Price v Oakfield Twp Bd*, 182 Mich 216; 148 NW 438 (1914).

holding over after his or her term expires may [continue](#) to act until a successor is appointed and qualified.¹¹¹

- Imposing a greater voting requirement – Where the Legislature has required only a majority vote to act, public bodies can't impose a greater voting requirement, such as requiring a two-thirds vote of its members to [alter](#) certain policies or bylaws.¹¹²
- Majority – The term “majority” means “more than half.”¹¹³ For example, on a 15-member board, eight members constitute a majority.
- Proxy voting – The OMA requires that the deliberation and formulation of decisions effectuating public policy be conducted at open meetings.¹¹⁴ Voting by proxy effectively forecloses any involvement by the absent board member in the board's public discussion and deliberations before the board votes on a matter effectuating public policy.¹¹⁵ Without explicit statutory authority, this [practice](#) is not allowed.¹¹⁶
- Roll call vote – There is no bright line rule for conducting a [roll call vote](#).¹¹⁷ However, the following may be helpful in conducting such a vote. One, when a voice vote reveals a divided vote on the board (i.e., more than one no vote), a roll call vote should be conducted to remove doubt about the vote's count. Two, if board members are participating by teleconference where permitted by law, a roll call will permit the secretary to accurately record the entire vote. Three, when the board is acting on matters of significance, such as, contracts of

¹¹¹ OAG, 1979-1980, No 5606, p 493 (December 13, 1979), citing *Greyhound Corp v Pub Serv Comm*, 360 Mich 578, 589-590; 104 NW2d 395 (1960). See also, *Cantwell v City of Southfield*, 95 Mich App 375; 290 NW2d 151 (1980).

¹¹² OAG, 1979-1980, No 5738, p 870 (July 14, 1980). OAG, 2001-2002, No 7081, p 27 (April 17, 2001), citing *Wagner v Ypsilanti Village Clerk*, 302 Mich 636; 5 NW2d 513 (1942).

¹¹³ RRONR (10th ed), p 387.

¹¹⁴ *Esperance v Chesterfield Twp*, 89 Mich App at 464, citing *Pranger*, 83 Mich App 197; 268 NW2d 344 (1978).

¹¹⁵ Robert's Rules concur: “Ordinarily it [proxy voting] should neither be allowed nor required, because proxy voting is incompatible with the essential characteristics of a deliberative assembly in which membership is individual, personal, and nontransferable.” RRONR (10th ed), p 414. The Michigan House and Senate do not allow proxy voting for their members.

¹¹⁶ OAG, 2009-2010, No 7227, p (March 19, 2009). OAG, 1993-1994, No 6828, p 212 (December 22, 1994), citing *Dingwall*, 82 Mich at 571, where the city council counted and recorded the vote of absent members in appointing election inspectors. The Michigan Supreme Court rejected these appointments, ruling that “the counting of absent members and recording them as voting in the affirmative on all questions, was also an inexcusable outrage.”

¹¹⁷ “The fact that the Open Meetings Act prohibits secret balloting does not mean that all votes must be roll call votes.” *Esperance*, 89 Mich App at 464 n 9. The OMA does provide that votes to go into closed session must be by roll call. MCL 15.267.

substantial size or decisions that will have multi-year impacts, a roll call vote is the best choice.

- Round-robin voting – This term means approval for an action outside of a public meeting by passing around a sign-off sheet. This practice has its roots in the legislative committee practice of passing around a tally sheet to gain approval for discharging a bill without a committee meeting. “[Round-robinning](#)” defeats the public’s right to be present and observe the manner in which the body’s decisions are made and violates the OMA.
- Secret ballot – The OMA requires that all decisions and deliberations of a public body must be made at an open meeting, and the term “[decision](#)” is defined to include voting.¹¹⁸ The OMA prohibits a “[voting procedure](#) at a public meeting that prevents citizens from knowing how members of a public body have voted.”¹¹⁹ Because the use of a secret ballot process would prevent this transparency, all board decisions subject to the OMA must be made by a public vote at an open meeting.¹²⁰
- Tie vote – A tie vote on a motion means that the motion did not gain a majority. Thus, the motion fails.¹²¹

¹¹⁸ See MCL 15.262(d) and 15.263(2) and (3).

¹¹⁹ OAG, 1977-1978, No 5262, at p 338-339.

¹²⁰ *Esperance*, 89 Mich App at 464.

¹²¹ *Rouse v Rogers*, 267 Mich 338; 255 NW 203 (1934). RRONR (10th ed), p 392.

MCLS § 15.268

This document is current through Act 178 of the 2024 Regular Legislative Session and E.R.O. 2024-2

Michigan Compiled Laws Service > Chapter 15 Public Officers And Employees (§§ 15.1 — 15.715) > Act 267 of 1976 (§§ 15.261 — 15.275)

§ 15.268. Closed sessions; permissible purposes.

Sec. 8.

(1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

- (a)** To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.
- (b)** To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.
- (c)** For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (d)** To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (e)** To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (f)** To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).
- (g)** Partisan caucuses of members of the state legislature.
- (h)** To consider material exempt from discussion or disclosure by state or federal statute.
- (i)** For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.
- (j)** In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:
 - (i)** The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also

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may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, “school board” means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran’s spouse or dependent regarding that individual’s application for benefits or financial assistance and discuss that individual’s application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual’s application for benefits or financial assistance. As used in this subdivision, “county veteran services committee” means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers’ relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, “independent citizens redistricting commission” means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History

Pub Acts 1976, No. 267, § 8, by § 15 eff January 1, 1977; amended by Pub Acts 1984, No. 202, imd eff July 3, 1984; 1993, No. 81, eff April 1, 1994; 1996, No. 464, imd eff December 26, 1996; Pub Acts 2018, No. 467, effective March 27, 2019; Pub Acts 2021, No. 31, effective June 24, 2021; Pub Acts 2021, No. 166, effective December 27, 2021.

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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, Richard Kendziuk,
Eric Lord, Laura Murphy & Matthew Stone

See Attached Document for Virtual Meeting Instructions

400 Sixth Street	January 6, 2025	7:00 PM
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1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
 - A. Consideration of the Minutes of the Regular Meeting of December 2, 2024.
5. Public Hearings
6. Considerations:
 - A. Consideration of 816 Ludlow Ave. – Request for Site Plan Approval for an Exterior and Interior Renovation of the Rochester Community House. Request to set a Public Hearing.
7. Miscellaneous
 - A. City Council & Planning Commission Joint Meeting - Update
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.



City of Rochester

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

PRINCIPAL SHOPPING DISTRICT BOARD MEETING AGENDA

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

Downtown Collaboration Studio, 431 S. Main	January 8, 2025	5:30 pm
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1. Call to Order
2. Roll Call
3. General Business
 - a. Holiday Program Recap
 - Festival of Trees
 - Lagniappe
 - Plaid Friday/Small Business Saturday
 - Snowman Stroll
 - Downtown Cookie Stroll
 - Kris Kringle Market
 - Holiday Gift Certificate Promotion
 - Pancakes & PJs
 - b. PSD Goals & Objectives
 - c. Main Street Oakland County Annual Assessment
 - d. The Market + The Graham Update
4. Reports
 - a. PSD Financial Report
 - b. Events & Marketing Update
 - c. Executive Director Report
5. Miscellaneous
6. Adjourn



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CITY BEAUTIFUL COMMISSION REGULAR MEETING AGENDA

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

400 6th Street

January 8th, 2024

7:00 pm

- 1) Call to Order
- 2) Roll
- 3) Approval of November meeting minutes
- 4) Nik & DPW update
- 5) Tree Committee update
- 6) 2024/2025 Goals & Objectives
 - a) Ask about rollover of elbow garden funds
 - b) Event money for Monarch festival
- 7) 2025/2026 Goals & Objectives
 - a) Project updates/ideas:
 - i) Nature Sounds Amplifier (probably not funded by CBC)
 - ii) Raised Bed Sensory Gardens and Picnic Shelters at All-Abilities Park
 - iii) Rain Garden by Drace, then possibly Wet Meadow
 - iv) Elizabeth Park Picnic Shelter w plaque
 - v) Welcome Packet flyer/postcard or garden stake for new residents
- 8) Misc./New Business