City of Rochester

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

CITY COUNCIL

REGULAR MEETING AGENDA

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

400 Sixth Street	**September 14, 2026**	**7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
5. Approval of the Consent Agenda
   - A. Consideration to approve the minutes of Regular Meeting August 24, 2026 and Joint Planning Commission & Council Meeting of August 27, 2026
   - B. Receipt of the Check Registers.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation
9. Reports and Regular Business
   - A. Consideration to accept proposal from McKenna Planning Services.
   - B. Consideration to approve the new Public Safety Answering Point (PSAP) agreement with Oakland County
   - C. Consideration to approve the 2026 Tri-Party — Runyon Rd. & Dequindre Rd. right turn lane project.

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D. Consideration of a request to formalize the Sustainability Committee.

E. Consideration to approve Water Tower Rehabilitation Project, including interior and exterior painting and electrical upgrades.

F. Consideration to schedule a public hearing for the proposed Special Project at 118 W. Third St.

G. Consideration to approve PK Contracting to perform pavement markings throughout the city.

H. Social District Approval of 12 applicants.

I. Consideration to approve the expansion of the City of Rochester Employee Wellness Initiative to provide wellness opportunities to part-time employees.

10. Receive a Report from the Various Boards and Commissions

A. Receipt of a report from R.A.R.A.

B. Receipt of report from the Historical Commission.

C. Receipt of a report from the Cemetery Advisory Board.

D. Receipt of a report from the OPC Social and Activity Center.

E. Receipt of a report from the Sustainable Rochester Committee.

F. Receipt of a report from the Planning Commission.

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

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

11. Public Comment

12. General Miscellaneous

13. Adjourn

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

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Procedure for Hybrid Public Meeting

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: mfrazho@rochestermi.org.)

- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 895 6352 9725.** 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 4-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/89563529725 (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 Megan Frazho by email: **mfrazho@rochestermi.org.**

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CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

REGULAR MEETING
August 24, 2026
7:00 P.M.

1. CALL TO ORDER

Mayor Jones at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None.

3. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON-SCHEDULED/PRESENTATIONS

4. One resident comments on Consumers Energy work throughout the city and asking about notice from them and for the city to ensure the work being done is cleaned up and restored. He also asks about a potential update for the bike enforcement program. He would also like to see if the city could be preemptive regarding datacenters.

One resident has comments against the newly created social district and how the businesses downtown will adapt; will they allow drinks into their locations, will patrons be sitting somewhere downtown, and is this ignoring a portion of the population?

5. CONSENT AGENDA

5A. Regular meeting minutes for August 10th, 2026.

MOTION: Salvia moved to approve the consent agenda, Trent seconded,
To approve the regular meeting minutes for August 10th, 2026 with the addition of noting that the Signal Zero item be sent to the Parking Advisory Committee and Downtown Development Authority for their consideration.

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

5B. Accept receipt of the Check Register report.

MOTION: Salvia moved, Trent seconded,
To approve the check register.
VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.

NO: None.
ABSENT: None.
Motion Carried.

6. OLD BUSINESS/ TABLED ITEMS.
NONE.

7. PUBLIC HEARINGS
NONE.

8. LEGISLATIVE DELIBERATIONS
8A. Consideration of an ordinance amendment regarding permits for dogs in parks – Sec. 34-32.

Attorney Kragt outlines the proposed amendment and some history regarding the issue.

Council asks about the reasoning for the original passing of the permits. It is discussed that it was a way to ensure residents keep the park clean.

Council weighs the benefits of keeping it, regarding fees and not having to replace signage.

There is no motion at the end of discussion.

8B. Consideration of an ordinance amendment regarding cemetery rules – Sec. 14-10.

Attorney Kragt gives his overview of the proposed amendment and history of the ask.

City Manager Banda informs Council of the Cemetery Advisory Board's discussion on the matter and their proposed one-year trial period for allowing pets in the cemetery.

Eight residents speak on the matter asking the Council to not adopt the amendment, citing reasons such as respect for the graves, keeping the Cemetery clean, and respecting the history of past persons who have purchased spaces there expecting the Cemetery to be pet free.

Council weighs in on the issue, talking about the aspects of allowing pets to walk through a public property, but also about keeping the Cemetery a place of quiet reflection, pet free. There were no residents who spoke in favor as well. There are also remarks on there being other places to walk pets as well in the City. There were some residents who reached out to Councilmembers on how they thought it would be a good change since they would like to bring their pets to visit their family members.

MOTION: Trent moved, Clauser seconded,
To move to reject this ordinance of Sec. 14-10.
VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia, Trent.
NO: None.
ABSENT: None.
Motion Carried.

City Manager Banda asks Council if they would like to increase communication or if they would like to increase signage at the Cemetery to notify people.

Council asks if they could possibly do a mailing to houses nearby the Cemetery.

9. REPORTS AND REGULAR BUSINESS

9A. Consideration to designate a councilperson as a voting member for the MML.

Council discusses the MML and if there has ever been a voting member in the past. They are informed there was but not currently.

MOTION: Salvia moved, Clauser seconded,
To nominate Councilmember Trent as the voting member for MML and Mayor Jones as the alternate.

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

9B. Consideration of the request to form a Health and Wellness Committee

HR Director Haines informs the Council about the purpose of this committee to help spread wellness throughout the City and is in alignment with other City goals for supporting healthy living.

Council discusses how this committee is a way to help promote healthy living and get Rochester closer to being a blue zone.

MOTION: Salvia moved, Clauser seconded,
To approve the request to form a Health and Wellness Committee and authorize the Committee to proceed with the implementation of the framework described therein.

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

10. BOARDS AND COMMISSIONS REPORTS.

10A. Report from the Sister City Committee
Trent reports the Youth Council Representative is moving on to the University of Michigan. RARA and the Rochester Chamber of Commerce were present. There was a review of the Memorial Day parade. The Chamber of Commerce will no longer be organizing the event. The Youth Council was thought of as a potential organizer. There will be more discussion on who will organize the event. RARA gave an update on the "Stories Untold" program to honor local, fallen military personnel.

10B. Report from the Retirement Board
Hauser talks about the makeup of the Board. They are doing better than anticipated. There was a Morgan Stanley presentation and a discussion on MERS liability and how they can address issues facing those items. There may be structural changes as well going forward, but that will require further discussion. Aside from that, it was positive news regarding the City's position.

10C. Report from the City Beautiful Commission
Banda talks about Bart Jones and how they can recognize him for his work in the gardens here, and how there will be a tribute to his work in the butterfly garden to thank him. The sound amplifier was also discussed and how to take care of it. There may also be additional mural opportunities in the park.

10D. Report from the Paint Creek Trailways Commission
King gives an update for a bridge ribbon cutting on September 24th, at 1pm. There is also a Labor Day walk/run coming up. One board member is stepping down so they will be in need of a community member to fill that seat. There's also been discussion on motorized vehicles. There are also upcoming projects with more information to come.

10E. Report from the Downtown Development Authority
Jones reports that the Graham project is finishing soon. There will be new programming on Saturday's there year-round. They will be expanding part-time hours to compensate for being open in the winter. The social district is moving forward. There will be 22 murals downtown as part of the mural program. The DDA staffing is full now. November 28th is "Small business Saturday."

11. PUBLIC COMMENT
One resident would like to make a comment clarifying that Mt. Avon is not a park and should not be treated as such.

12. GENERAL MISCELLANEOUS.

City Manager Banda says the social district process is moving quickly and thanks the Police Chief.

Bikson talks about the OPC event on September 10th from 4pm-8pm there is a food truck rally with music.

Trent talks about the new sound amplifier and thanks the eagle scout responsible for the project, alongside the CBC.

Hauser asks the City Attorney about blight violations, if there are any outstanding. Attorney Kragt replies that he has none.

Salvia announces September 8th at 4:00 is the Community House project groundbreaking. She also thanks Police Chief for his post on motorized vehicles for informing the public. There will also be a sneak peek tour coming soon for the Rochester Grainery project.

King informs that the Rochester Community School District has banned all electric bikes and scooters from school grounds as well. There is also an opening on PSD and she expresses her interest. She also gives an update on the Elizabeth Park project.

MOTION: Jones moved, Salvia seconded,
To appoint Councilmember King to the Principal Shopping District.

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

Clauser thanks everyone for the discussion on cemetery rules, and thanks the eagle scout for the sound amplifier.

Jones thanks the work for the sound amplifier as well and commends the eagle scout project. There will be a grand opening of the Graham and then State of the City on October 19th.

MOTION: Bikson moved, Salvia seconded,
To go into closed session with the potential to return.

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

MOTION: Trent moved, Bikson seconded,
To make a motion of a notice of non-renewal of services with Dinosaur Hill Inc.

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

MOTION: Hauser moved, Salvia seconded,
To make a motion of a 1.5% increase of the City Clerk's salary effective July 1st, 2026.

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

13. ADJOURN

Mayor Jones adjourned the meeting at 9:23 p.m.

_____ _____

Brian D'Annunzio, City Clerk *Debbie Jones, Mayor*

CITY COUNCIL & PLANNING COMMISSION
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

SPECIAL MEETING
August 27, 2026
6:30 P.M.

1. CALL TO ORDER

Mayor Pro Tem Bikson calls to order at 6:35 p.m.

2. ROLL CALL

PRESENT: Mayor Debbie Jones, Mayor Pro Tem Stuart Bikson, Councilmembers Jessica Clauser, Christian Hauser, Sara King, Nancy Salvia and Marilyn Trent. Commissioner Laura Murphy

ABSENT: Chair Richard Kendziuk, Commissioners Daniel Bachmann, David Berletich, Jenna Campbell, David Hardin, Matthew Stone.

OTHERS PRESENT: City Manager Nik Banda, City Planner John Jackson, City Planner Lori Morgan, City Clerk Brian D'Annunzio

3. CONTINUED DISCUSSION OF AMENDMENT TEXT AND MAP UPDATES

City Planner John Jackson gives an update of where we left off last meeting, what feedback he had received, and what the next steps he and Lori are looking for at the end of this meeting.

City Manager Banda informs Council that this will ultimately be sent back to Planning Commission to gain agreement on the zoning map for both the Planning Commission and City Council to pass.

Jackson reiterates the newly created districts they use for planning and zoning. Mixed residential, mixed-use downtown edge 2. His goal is to get the zoning map aligned with the future land use map. The districts are set; it is now the map that needs to be set – where the districts are going to go.

Council asks for which locations are being reviewed. Jackson displays a list of the affected locations still up for discussion. Each location has the history of what it was zoned as and what they are proposing the new zoning be.

There are six major remaining locations of focus the City Planner's are looking for, and each of the six locations is discussed by the Council.

Council also has discussion on the different residential district subtypes, discussion on the downtown parcels – edge 2 vs CBD, and what the design standards of CBD would be.

The focus is on making properties zoned what they should be zoned for the future, not necessarily dwelling on what they are right now.

Council discusses some changes they'd like to see made to zoning and ask the City Manager and City Planner's for their feedback on what would businesses would be allowed with specific proposed changes.

The next step is to have the Planning Commission review the changes and suggestions by the City Planner and work towards aligning the zoning map with the future land use map, to solidify the zoning of the reviewed locations and to have Planning Commission approve all of these changes and present this to Council for their review and adoption at the beginning of the new year.

4. ADJOURN

Mayor Jones adjourned the meeting at 8:05 p.m.

_____ _____

Brian D'Annunzio, City Clerk *Debbie Jones, Mayor*

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 08/20/2026 - 08/24/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
08/20/2026	1525(E)	08514	BLUE CROSS BLUE SHIELD OF MIC	121,477.16
08/20/2026	1526(E)	08514	BLUE CROSS BLUE SHIELD OF MIC	17,335.98
08/20/2026	143961	07170	ABSOPURE WATER COMPANY	74.25
08/20/2026	143962	00613	AMERICAN SPEEDY PRINTING	141.65
08/20/2026	143963	06364	ANDERSON, ECKSTEIN AND	38,303.65
08/20/2026	143964	09267	APPLIED INNOVATION	1,500.00
08/20/2026	143965	10393	AUGER KLEIN ALLER ARCHITECTS	4,420.00
08/20/2026	143966	08676	BATTERY GIANT	28.70
08/20/2026	143967	08666	BETTER PAINTING	12,652.00
08/20/2026	143968	10691	BLUE CARE NETWORK OF MICHIGAN	17,959.96
08/20/2026	143969	10515	BOUND TREE MEDICAL, LLC	589.61
08/20/2026	143970	10686	CARRIE SIMON	93.48
08/20/2026	143971	MISC	CITY OF ROCHESTER	1,473.00
08/20/2026	143972	00976	CUMMINS BRIDGEWAY, LLC	2,701.80
08/20/2026	143973	00010	DALE AHERN	227.00
08/20/2026	143974	00159	DAVEY TREE EXPERT COMPANY	1,227.00
08/20/2026	143975	00175	DILLMAN & UPTON	172.70
08/20/2026	143976	MISC	ELIZABETH WILSON	20.00
08/20/2026	143977	00283	GRAINGER	1,374.84
08/20/2026	143978	09702	GREAT HARVEST BREAD CO	83.00
08/20/2026	143979	10809	HEALTHSOURCE SOLUTIONS, LLC	2,548.00
08/20/2026	143980	08832	HIBACHI HOUSE	1,000.00
08/20/2026	143981	09960	KIMBALL MIDWEST	135.00
08/20/2026	143982	MISC	KK'S SOURDOUGH & SWEETS	17.00
08/20/2026	143983	10924	KODEX, INC.	45.00
08/20/2026	143984	MISC	KUMARAN FARMS	18.00
08/20/2026	143985	MISC	LAW OFFICE OF JULIAN POOTA PL	50.00
08/20/2026	143986	04739	LAWNWORKS, INC.	6,889.26
08/20/2026	143987	10244	LEWIS MUNICIPAL SALES	26,750.00
08/20/2026	143988	MISC	LISA CHAPMAN	7.50
08/20/2026	143989	10882	MES SERVICE COMPANY	1,340.85
08/20/2026	143990	00406	MICHIGAN ASSOCIATION OF CHIEF	50.00
08/20/2026	143991	10612	MICHIGAN STATE POLICE	30.00
08/20/2026	143992	10066	MR C'S CAR WASH #6 LLC	258.00
08/20/2026	143993	00109	PETTY CASH 1	200.00
08/20/2026	143994	10334	RETRO FITNESS-ROCHESTER-SCS F	119.92
08/20/2026	143995	10422	REZ-COMM, INC	10,120.00
08/20/2026	143996	10657	ROCHESTER CORNER BAR	75.00
08/20/2026	143997	00562	ROCHESTER HILLS TIRE & SERVIC	2,940.98
08/20/2026	143998	MISC	RYAN MYERS, FLOOD LAW PLLC	100.00
08/20/2026	143999	07867	SPENCER OIL COMPANY	15,246.69
08/20/2026	144000	10901	SPOHN RANCH, INC	5,561.40
08/20/2026	144001	MISC	STAFFORD LANDSCAPING	4,800.00
08/20/2026	144002	06688	SUMO SUSHI & SEAFOOD	975.00
08/20/2026	144003	10852	TANGO CARD, INC	20,000.00
08/20/2026	144004	10799	TRENT CREATIVE	279.66
08/20/2026	144005	00663	VAN HORN TRUCK PARTS INC.	192.87
08/21/2026	1518(A)	10302	CORE & MAIN LP	1,740.58
08/21/2026	1519(A)	08962	FIFTH THIRD BANK	74,321.47
08/21/2026	1520(A)	06794	HYDROCORP	17,340.00
08/21/2026	1521(A)	06794	HYDROCORP	5,780.00
08/21/2026	1522(A)	08587	NYE UNIFORM	876.00
08/21/2026	1523(A)	09933	TK ELEVATOR	1,444.98
08/21/2026	1524(A)	10702	WINDCAVE INC	1,275.00
A1 TOTALS:				
Total of 54 Checks:				424,383.94
Less 0 Void Checks:				0.00
Total of 54 Disbursements:				424,383.94

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 08/27/2026 - 08/31/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
08/27/2026	144006	08675	ACCUSHRED LLC	105.00
08/27/2026	144007	MISC	ALLISON JOHNSON	286.04
08/27/2026	144008	06364	ANDERSON, ECKSTEIN AND	984.60
08/27/2026	144009	08950	BARCO PRODUCTS COMPANY	1,130.29
08/27/2026	144010	10519	BLOOMINGDALE CONTRACTING CORP	3,992.00
08/27/2026	144011	10515	BOUND TREE MEDICAL, LLC	319.79
08/27/2026	144012	07108	C & G NEWSPAPERS	1,628.70
08/27/2026	144013	10686	CARRIE SIMON	19.76
08/27/2026	144014	08296	CHOMP DELI & GRILL	370.00
08/27/2026	144015	00138	CONSUMERS ENERGY	1,432.07
08/27/2026	144016	10546	CULLIGAN OF ROMEO	82.00
08/27/2026	144017	10546	CULLIGAN OF ROMEO	85.00
08/27/2026	144018	10546	CULLIGAN OF ROMEO	156.00
08/27/2026	144019	10546	CULLIGAN OF ROMEO	254.00
08/27/2026	144020	00159	DAVEY TREE EXPERT COMPANY	4,692.00
08/27/2026	144021	00175	DILLMAN & UPTON	58.38
08/27/2026	144022	05197	DON CULVEY INC.	5,700.00
08/27/2026	144023	00880	DTE ENERGY	5,127.10
08/27/2026	144024	00192	EJ USA INC	2,175.68
08/27/2026	144025	MISC	ELIZABETH GRAMER FOR ABIGAIL	470.30
08/27/2026	144026	07509	ENVIRONMENTAL WOOD SOLUTIONS	73.70
08/27/2026	144027	10017	FIRST ADVANTAGE OCCUPATIONAL	193.20
08/27/2026	144028	05090	GUNNERS METERS & PARTS, INC.	480.00
08/27/2026	144029	10150	HENRY FORD EMPLOYER SOLUTIONS	292.00
08/27/2026	144030	MISC	HOME INSPECTION PLUS INC	148.50
08/27/2026	144031	MISC	HOOVER ELECTRIC PLUMBING HEAT	1,500.00
08/27/2026	144032	10825	IMPERIAL DADE	373.82
08/27/2026	144033	MISC	JEANINE KRUPP	342.69
08/27/2026	144034	10675	JEREMY PECKENS	92.42
08/27/2026	144035	08912	JULIE CZERWINSKI	160.00
08/27/2026	144036	09166	KEITH HERMANS	14.20
08/27/2026	144037	09960	KIMBALL MIDWEST	815.88
08/27/2026	144038	10514	KRYSIA'S KITCHEN	48.00
08/27/2026	144039	MISC	KUMARAN FARMS	9.00
08/27/2026	144040	10763	MARCY MORIWAKI	785.36
08/27/2026	144041	08476	MCKENNA ASSOCIATES	9,130.00
08/27/2026	144042	07060	MESSINA TRUCKING INC.	1,488.00
08/27/2026	144043	10766	NOVEL: A BOOK AND SANDWICH SH	560.00
08/27/2026	144044	00457	OAKLAND COUNTY TREASURERS	342.41
08/27/2026	144045	10761	OUTDOOR EQUIPMENT CO	59.97
08/27/2026	144046	05182	PLAIN & FANCY	100.00
08/27/2026	144047	10506	RAFTELIS	7,892.50
08/27/2026	144048	MISC	REINHARDT BLOOMS	5.00
08/27/2026	144049	10422	REZ-COMM, INC	8,400.00
08/27/2026	144050	10657	ROCHESTER CORNER BAR	25.00
08/27/2026	144051	08184	SHARKAR FARM	67.00
08/27/2026	144052	10614	SIGNS & MORE	697.50
08/27/2026	144053	10500	SPECTRUM PRINTERS, INC	149.35
08/27/2026	144054	09744	STANARD & ASSOCIATES INC	235.00
08/27/2026	144055	00423	STATE OF MICHIGAN	32,218.75
08/27/2026	144056	10851	TARGET SOLUTIONS LEARNING	6,094.50
08/27/2026	144057	10346	THE CHEESE LADY, ROCHESTER	50.00
08/27/2026	144058	10692	THE SPICE & TEA EXCHANGE	75.00
08/27/2026	144059	10908	TITAN PAVEMENT	16,116.00
08/27/2026	144060	05035	ULYSSES HERNANDEZ	500.00
08/27/2026	144061	00663	VAN HORN TRUCK PARTS INC.	275.00
08/27/2026	144062	10740	WASTE MANAGEMENT OF MI, INC	16,647.81
08/27/2026	144063	08114	WATER RESOURCES COMMISSIONER	250.00
08/27/2026	144064	00679	WEINGARTZ SUPPLY CO.	620.83
08/31/2026	1527(A)	03116	CONTRACTORS CONNECTION INC.	213.20
08/31/2026	1528(A)	10655	JODY ALLEN KINJORSKI	2,248.50
08/31/2026	1529(A)	10414	LINEAR CONSULTING FIRM LLC	3,300.00
08/31/2026	1530(A)	06156	PITNEY BOWES BANK INC	3,261.28
08/31/2026	1531(A)	08210	SUN LIFE FINANCIAL	14,943.23
A1 TOTALS:				
Total of 64 Checks:				160,363.31
Less 0 Void Checks:				0.00
Total of 64 Disbursements:				160,363.31

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 09/03/2026 - 09/08/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
09/03/2026	144065	07170	ABSOPURE WATER COMPANY	12.00
09/03/2026	144066	00037	APARTMENT SERVICES CO.	7,309.52
09/03/2026	144067	09267	APPLIED INNOVATION	473.34
09/03/2026	144068	10375	AXON ENTERPRISE INC	69,072.62
09/03/2026	144069	05888	BANGKOK CUISINE	50.00
09/03/2026	144070	10515	BOUND TREE MEDICAL, LLC	185.00
09/03/2026	144071	MISC	CAFE 316	145.00
09/03/2026	144072	00550	CITY OF ROCHESTER-592	7,218.77
09/03/2026	144073	08522	CORELOGIC TAX SERVICE	2,787.27
09/03/2026	144074	10581	CREATIVE CONCRETE RAISING INC	2,700.00
09/03/2026	144075	10546	CULLIGAN OF ROMEO	34.95
09/03/2026	144076	10473	DAVIS KIRKSEY ASSOCIATES INC	4,000.00
09/03/2026	144077	09268	DEPENDABLE WHOLESALE INC	521.50
09/03/2026	144078	00880	DTE ENERGY	17,962.90
09/03/2026	144079	MISC	FRAMERS WORKSHOP	250.00
09/03/2026	144080	MISC	FRIENDS LIBRARY STORE	50.00
09/03/2026	144081	10806	GARY WALSH	75.00
09/03/2026	144082	09425	GRAY MATTER SYSTEMS	3,905.00
09/03/2026	144083	09117	GREAT AMERICA FINANCIAL SVCS	315.27
09/03/2026	144084	09702	GREAT HARVEST BREAD CO	106.00
09/03/2026	144085	10273	GREAT LAKES WATER AUTHORITY	4,252.85
09/03/2026	144086	08539	HILTI INC	223.50
09/03/2026	144087	10825	IMPERIAL DADE	437.03
09/03/2026	144088	10588	KUTCHEY FAMILY FARM	160.00
09/03/2026	144089	10840	MARILYN TRENT	1,273.24
09/03/2026	144090	09732	MED PRO WASTE DISPOSAL LLC	114.84
09/03/2026	144091	10730	MICHIGAN BUSINESS CONNECTION,	15,143.31
09/03/2026	144092	02803	MICHIGAN DEPT OF TREASURY	625.59
09/03/2026	144093	08121	NICHOLAS BANDA	850.00
09/03/2026	144094	00457	OAKLAND COUNTY TREASURERS	66,503.86
09/03/2026	144095	10761	OUTDOOR EQUIPMENT CO	159.92
09/03/2026	144096	10717	PRIORITY WASTE	80,964.41
09/03/2026	144097	10931	RELIANT FIRE APPARATUS OF MIC	16,173.28
09/03/2026	144098	10422	REZ-COMM, INC	7,810.00
09/03/2026	144099	10794	ROBB BRECKENRIDGE	75.00
09/03/2026	144100	10801	ROBERT GENTNER	75.00
09/03/2026	144101	09564	ROCHESTER BRUNCH HOUSE	780.00
09/03/2026	144102	10566	ROCHESTER PLUMBING & HEATING	1,093.00
09/03/2026	144103	08182	ROCKET ENTERPRISE, INC	540.00
09/03/2026	144104	10818	SCHMOOKIES COOKIES & BREAD	38.00
09/03/2026	144105	08184	SHARKAR FARM	57.00
09/03/2026	144106	10643	TELUS COMMUNICATIONS (U.S.) I	113.28
09/03/2026	144107	MISC	THE LITTLE DONUT FACTORY	55.00
09/03/2026	144108	10908	TITAN PAVEMENT	279,832.00
09/03/2026	144109	MISC	TITLE PARTNERS LLC	9,454.98
09/03/2026	144110	07250	TRUCK & TRAILER SPECIALTIES	6,181.11
09/08/2026	1532(A)	10637	BOND ELECTRIC, LLC	2,435.24
09/08/2026	1533(A)	10358	BRIAN CLAYCOMB	1,812.00
09/08/2026	1534(A)	10454	DLZ MICHIGAN INC	2,876.50
09/08/2026	1535(A)	08538	DTN LLC	148.76
09/08/2026	1536(A)	10496	ERC-LED, LLC	3,915.21
09/08/2026	1537(A)	10438	MICHIGAN FINANCE AUTHORITY	244,674.90
09/08/2026	1538(A)	08587	NYE UNIFORM	4,387.70
09/08/2026	1540(A)	08728	PARAGON LABORATORIES INC	1,267.45
09/08/2026	1541(A)	06156	PITNEY BOWES BANK INC	420.09
A1 TOTALS:				
Total of 55 Checks:				872,098.19
Less 0 Void Checks:				0.00
Total of 55 Disbursements:				872,098.19

City of Rochester

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

To: Honorable Mayor and City Council

From: Jeremy Peckens, Planning and Zoning Administrator

Date: 9/1/2026

RE: Planning Services Request for Proposals

The City recently issued a Request for Proposals (RFP) for professional planning services on June 18th, 2026. The RFP closed on July 31st. In response to the RFP, the City received proposals from three qualified planning firms.

1. Mckenna Planning Services
2. Rowe Engineering
3. Becket and Raider

Staff reviewed and evaluated each of the three proposals based on the qualifications, experience, proposed services and costs provided by each firm. Following this review, staff determined that **McKenna** submitted the proposal that best meets the City's needs.

The City is looking to accept McKenna's proposal and will move forward with the firm for professional planning services as they have been doing for us for the past almost two decades.

Staff appreciates the interest shown by all three firms that responded to the RFP and looks forward to working with McKenna to support the City's planning and development needs.

Jeremy Peckens, MPA
Planning & Zoning Administrator

ROCHESTER
Where you live.

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

PROFESSIONAL SERVICES AGREEMENT – CITY PLANNER

THIS AGREEMENT, made this ____ day of _____, 2026, by and between the **CITY OF ROCHESTER,** having its principal office at 400 Sixth Street, Rochester, Michigan 48307 ("City"), and _____, whose address _____ ("Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City desires to have certain planning services provided, which shall be of the type, nature and extent as set forth in the City's Request for Proposals for City Planning Services issued June 18, 2026 ("RFP") and Contractor's response dated _____, 2026 ("Proposal"); and

WHEREAS, Contractor desires to provide said planning services for the City, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. It is mutually agreed by and between the parties that the documents consisting of the RFP and the Proposal shall be incorporated herein by reference, and shall become a part of this Agreement (collectively "Contract Documents"), and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP, then the Proposal.

2. The Contractor agrees to perform its obligations in accordance with the specifications and terms and conditions contained in Contract Documents upon the execution of this Agreement, which Agreement shall terminate upon completion of the scope of work. Notwithstanding anything to the contrary, the City may cancel this Agreement upon 30 days advance written notice.

3. SCOPE OF WORK.

The Contractor shall perform the following scope of services, which shall include, but is not limited to, all labor, accessories, incidentals, equipment, coordination, management and staffing necessary to do so:

a) Along with City staff, meet with prospective applicant(s) and/or their consultant team to present Code requirements and discuss initial insights to viability of the proposed project(s). Viability issues will include, but not be limited to, code compliance, the City's sustainability analysis (See: www.rochestermi.org/sustainable), code compliance, site constraints, access, Master Land Use Plan designation and density.

b) Review and summarize findings of plans, elevations, and any additional material submitted for technical compliance review. Review and findings shall be based on the City's current codes, guidelines, and other standards as they may apply. Response time for preparation and submittal to the City's Permit Coordinator of summary reports will vary depending on complexity and degree of change from previous submission.
c) Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.
d) Update the City's Master Plan, Parks & Recreation Master Plan, Zoning Ordinance, as required by law.
e) Attend all Planning Commission meetings.
f) Attend City Council, Zoning Board of Appeals, Brownfield Commission and other meetings on an as needed basis to present summary reports and answer questions regarding various projects and assignments as requested by the City.
g) Conduct research and analysis on an as needed basis as requested by the City for various issues including, but not limited to planning, and land development standards.
h) Assist the City in developing reports, maps, and supporting graphics for, but not limited to the City Manager, Planning Commission, City Council and Zoning Board of Appeals.
i) Assist the City in interpreting and applying the standards contained within the City's zoning and land regulation codes.
j) Additional related services as mutually agreed to by the City and the selected firm.
k) To ensure continuous service, the firm shall establish a program for the provision of services in the even a subject matter expert of the consultant becomes unavailable. Additionally, the firm shall identify possible constraints that might affect their ability to respond within one (1) business day to requests and advice and provide a plan to maintain services when such constraints arise. To further ensure the ability to provide service, the firm shall establish and maintain a process for identifying actual or perceived conflicts of interest situations, and for providing services without interruption in such cases.
l) Project assignments will be made on an as-needed basis. Each project submitted to the City for review and approval will not necessarily require any or all of the professional services of the firm. The City reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected firm.

4. For the aforementioned services, City will pay Contractor as set forth in _____. Payment will be made within 30 days after an invoice has been received and accepted by the City.

5. The Contractor agrees that it will apply for and secure all permits and approvals as may be required from the City in accordance with the provisions of applicable laws and ordinances of the City, State of Michigan or federal agencies.

6. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

7. The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

9. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

10. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior

written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

12. Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

13. Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Rochester, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be

available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Rochester, 400 Sixth Street, Rochester, Michigan 48307.

G. Proof of Insurance Coverage: Contractor shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Rochester at least (10) days prior to the expiration date.

I. Maintaining Insurance: Upon failure of Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

14. To the fullest extent permitted by law, Contractor and any entity or person for whom Contractor is legally liable, agrees to be responsible for any liability, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, and employees against any and all claims, demands, suits, or loss, including all costs connected therewith, including reasonable attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, and employees, which arise out of or is in any way connected or associated with this Agreement, but only to the extent caused by the acts, errors, negligence or willful misconduct of Contractor or the entity/person for whom Contractor is legally liable. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole negligence of the City, its elected or appointed officials, or employees.

15. The City will not enter into a contract to furnish materials or services to the City from any City official, or his/her spouse, child or parent, or from any corporation, association or partnership in which any City official, his/her spouse, child or parent, has any direct or indirect interest.

Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions.

Every contract entered into by the City shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract without further liability if the disqualification has not been removed within 30 days after the City has given notification of the disqualifying interest.

16. Should Contractor's performance under the contract be deficient or contrary to the terms of this Agreement, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52nd/3rd District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between

the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52nd/3rd District Court.

FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Rochester will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Rochester.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE CITY OF ROCHESTER

By: _____
Debbie Jones

Its: Mayor

"CONTRACTOR"

By: _____

Its: _____

Approved:

_____
City Manager as to Substance

_____ _____
Director of Finance as to Financial Obligation

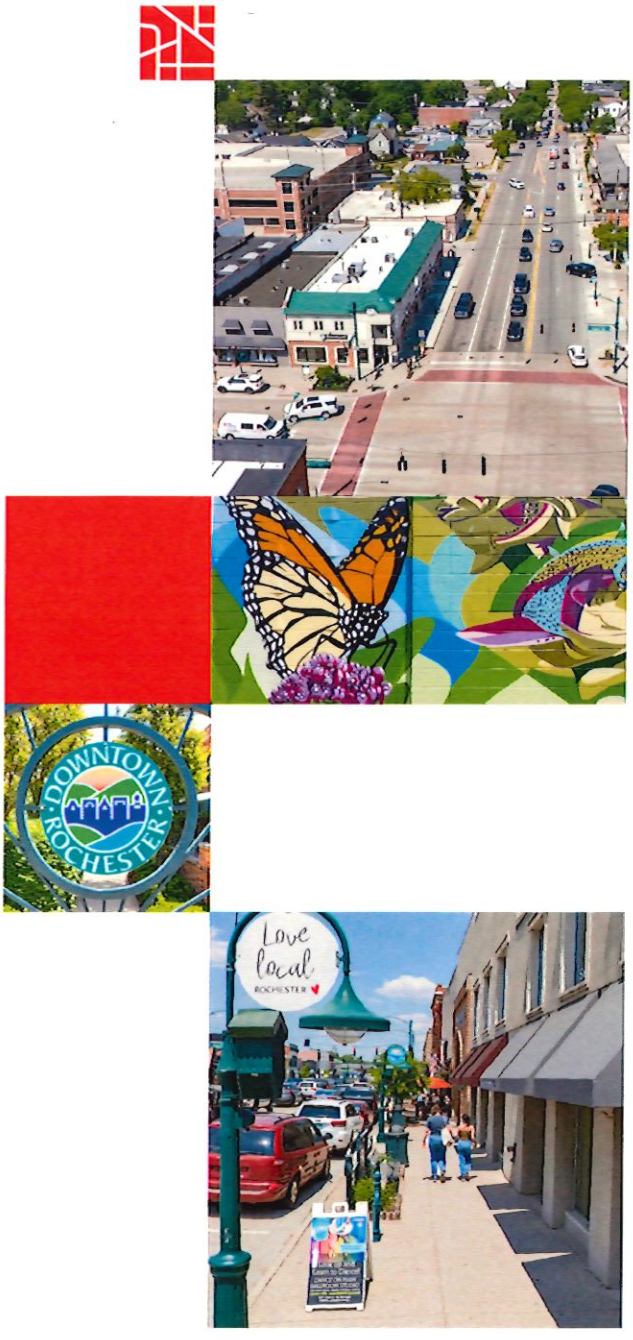
City Attorney as to Form

MCKENNA

PROPOSAL TO PREPARE

Planning Services

ROCHESTER, MICHIGAN



JULY 31, 2026

Communities for real life.

City Planning Services

CITY OF ROCHESTER, MICHIGAN

JULY 31, 2026

MCKENNA
235 East Main Street,
Suite 105
Northville, MI 48167

O 248.596.0920
F 248.596.0930
E info@mcka.com
MCKA.COM

MCKENNA

Communities for real life.

MCKENNA

July 31, 2026

Mr. Jeremy Peckens
Planning and Zoning Administrator
City of Rochester
400 Sixth Street
Rochester, MI 48307

Subject: Planning Services Partnership

Dear Mr. Peckens,

It is our privilege to submit this proposal to continue providing planning services to the City of Rochester. We greatly value the strong partnership we have built with the City over the years and recognize that trust, responsiveness, and consistency are essential to a successful planning relationship. Having supported Rochester for nearly sixteen years, the McKenna team brings not only a deep understanding of the City's ordinances, development patterns, and community values, but also a long-standing commitment to helping Rochester grow strategically while preserving the character that makes it unique.

To ensure continuity of service, we have designated Senior Planner Lori Morgan, AICP, to continue leading this partnership. With more than ten years of professional planning experience spanning zoning administration, master planning, special area studies, and community engagement initiatives, Lori provides a proactive, responsive, and detail-oriented approach to municipal planning. She will be supported by Senior Planner Liz Hart, AICP, who brings nearly a decade of municipal planning experience and extensive expertise in site plan review, development review, and implementation of local planning policies and regulations.

We are excited about the comprehensive scope of services outlined in the Request for Proposal. Consistently recognized as one of Michigan's premier communities, Rochester's success reflects the proactive leadership of its staff and elected and appointed officials, and their ongoing commitment to thoughtful planning. McKenna appreciates the opportunity to continue supporting the City through day-to-day planning and development review services while also contributing to significant initiatives such as the anticipated Housing Study, South Street Area Study, and Master Plan Update.

Our approach is founded on accessibility, consistency, and value. We propose a cost-effective service model that combines a predictable monthly retainer for core planning services with flexible hourly support for additional assignments and special projects. This structure allows the City to efficiently scale services as needs evolve while maintaining the high level of responsiveness and expertise it has come to expect.

We greatly value our long-standing relationship with the City of Rochester and would welcome the opportunity to continue serving as your trusted planning partner. Thank you for your consideration. We look forward to the possibility of continuing our work together in support of Rochester's future.

Respectfully submitted,

McKENNA

John Jackson, AICP
President

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

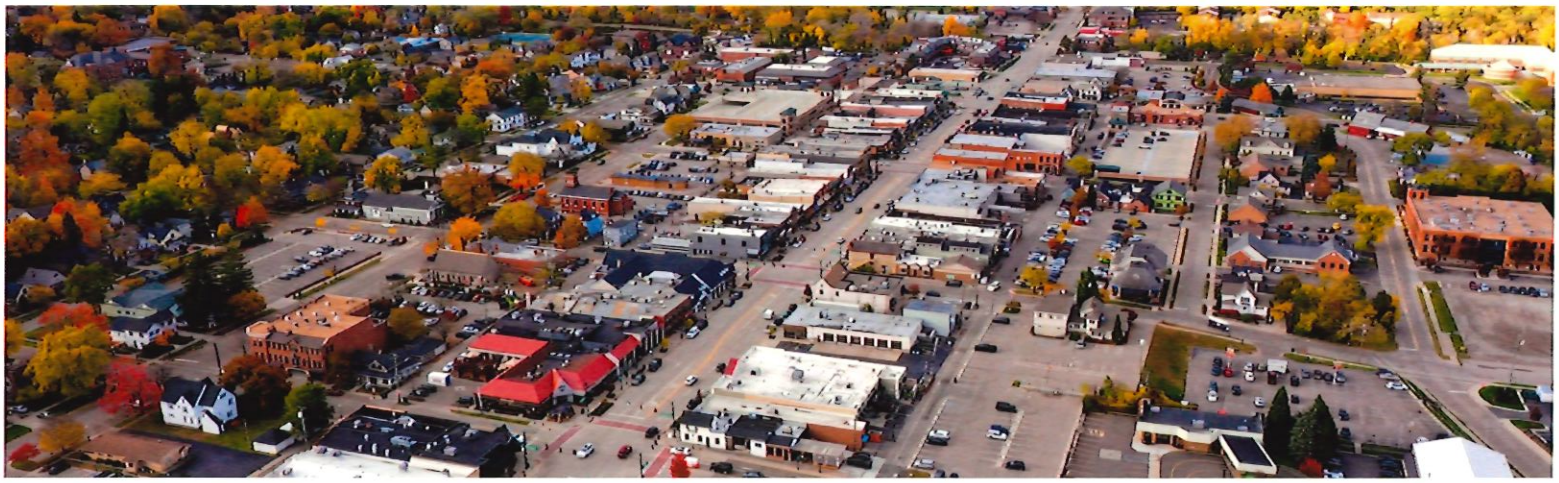
O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

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Executive Summary



APPROACH

McKenna is proud to have served as Rochester's planning consultant for almost two decades. We know that consistency, accountability, and responsiveness matter—and we're committed to delivering on those expectations.

Our planning team will work closely with Rochester's elected and appointed officials, staff, and residents to provide timely reviews, clear communication, and thoughtful support.

Together, we will support Rochester's continued evolution as a vibrant, sustainable, and forward-looking community while maintaining its unique historic charm and economic vitality.

ROCHESTER PLANNING TEAM

Community Manager
John Jackson, AICP, NCI, President

Project Manager
Lori Morgan, AICP, Senior Planner

Project Planner
Liz Hart, AICP, Senior Planner

ADDITIONAL SUPPORT

GIS / Mapping
Lauren Sayre, AICP, GIS Manager

Housing
Alexis Farrell-Rodriguez, AICP, NCI, Senior Planner

Graphics
Carrie Leitner, Senior Art Director

RETAINER SERVICES

- In-person attendance of all regularly scheduled Planning Commission meetings.
- Responsive day-to-day communication and coordination with City staff and officials to provide zoning guidance, development advice, and process updates.

ADDITIONAL MEETINGS (AS REQUESTED)

- Planning Commission- Special Meetings
- Planning Commission Subcommittees
- City Council
- Zoning Board of Appeals
- Others, as needed.

FEE ELEMENTS

- Review Fees: Hourly
- Additional Meeting Attendance: Hourly
- Reimbursables: Materials, Travel

The McKenna Planning Team

We have selected a team of seasoned, responsive, and trustworthy professionals to assist the City with premier community planning expertise. Please note that our full roster of planning and design professionals are available to the City and are likely to support the creation of specific plans and analysis.

CORE PLANNING TEAM



John Jackson, AICP, NCI – President
Community Manager

John Jackson, AICP, NCI, will continue to serve as the Community Manager, overseeing the creation of all final products and ensuring the highest standards of quality and client satisfaction.



Lori Morgan, AICP – Senior Planner
Project Manager

Lori Morgan, AICP, will serve as your primary point of contact and support the City on a daily basis. She will work closely with the McKenna Community Manager, John Jackson, to ensure consistent oversight on more complex matters. Lori will lead site plan and ordinance reviews, assist with applicant inquiries and coordination, support additional planning services as requested, and maintain regular contact with City staff to ensure timely service.

Lori brings more than a decade of experience in planning, with a strong background in zoning administration, long-range planning, and stakeholder engagement. Throughout her career, she has worked closely with local governments, planning commissions, elected officials, and community members to guide planning efforts, implement policies, and advance community goals. In her current role as Senior Planner at McKenna, Lori leads planning and zoning administration services for the City of Adrian and Holly Township, in addition to her existing work with the City.

Lori holds a Master of Urban and Regional Planning from the University of Illinois at Urbana-Champaign and a Bachelor of Science in Urban and Regional Planning, with a Minor in Geographic Information Science from Michigan State University.



Liz Hart, AICP – Senior Planner
Project Planner

Liz Hart, AICP, will serve as day-to-day support for all planning services for the City of Rochester, ensuring timely and continuous support. Liz brings over eight years of municipal planning experience and a deep understanding of the challenges facing legacy communities. At McKenna, Liz provides day-to-day zoning administration, development review, and long-range planning support for communities across Southeast Michigan. Prior to joining McKenna, Liz held planner roles in fast growing and complex cities including Salt Lake City and Vineyard in Utah, experiences that sharpened her ability to navigate zoning interpretation, project review, staff transitions, and code consistency.

Liz holds a Bachelor's degree in Urban and Regional Planning from Michigan State University.

ADDITIONAL PLANNING SUPPORT



Lauren Sayre, AICP – Senior Planner / GIS Manager
GIS / Mapping

As McKenna's Senior Planner and GIS Manager, Lauren leads GIS analysis and spatial data initiatives that support planning, zoning administration, and community development efforts. She creates high-quality maps, visualizations, and data-driven tools that help communities make informed decisions related to comprehensive planning, parks and recreation, downtown development, and transportation. Lauren is committed to leveraging GIS to better understand community needs, elevate underrepresented voices, and promote sustainable, equitable, and vibrant places.

Lauren holds a Master of Urban Planning from Wayne State University and a Bachelor of Science in Geography and Sustainability Planning from Grant Valley State University.



Alexis Farrell-Rodriguez, AICP, NCI – Senior Planner
Housing

Alexis Farrell-Rodriguez, AICP, NCI will serve as the Housing Specialist, and is one example of how McKenna's subject matter experts can support key planning goals in the City. Alexis brings expertise in housing analysis and community engagement, as well as in-depth knowledge of the development process and daily planning services. Her experience as a zoning administrator and planner, combined with implementing development programs and grant-funded initiatives, equips her to contribute regulatory fluency and practical insight. As a certified NCI professional, she emphasizes inclusive public engagement to ensure the housing plan is responsive, equitable, and grounded in local priorities.

Alexis holds a Master of Urban and Regional Planning from the University of Michigan and a Bachelor of Arts in Social Relations and Policy with a minor in Economics from Michigan State University.

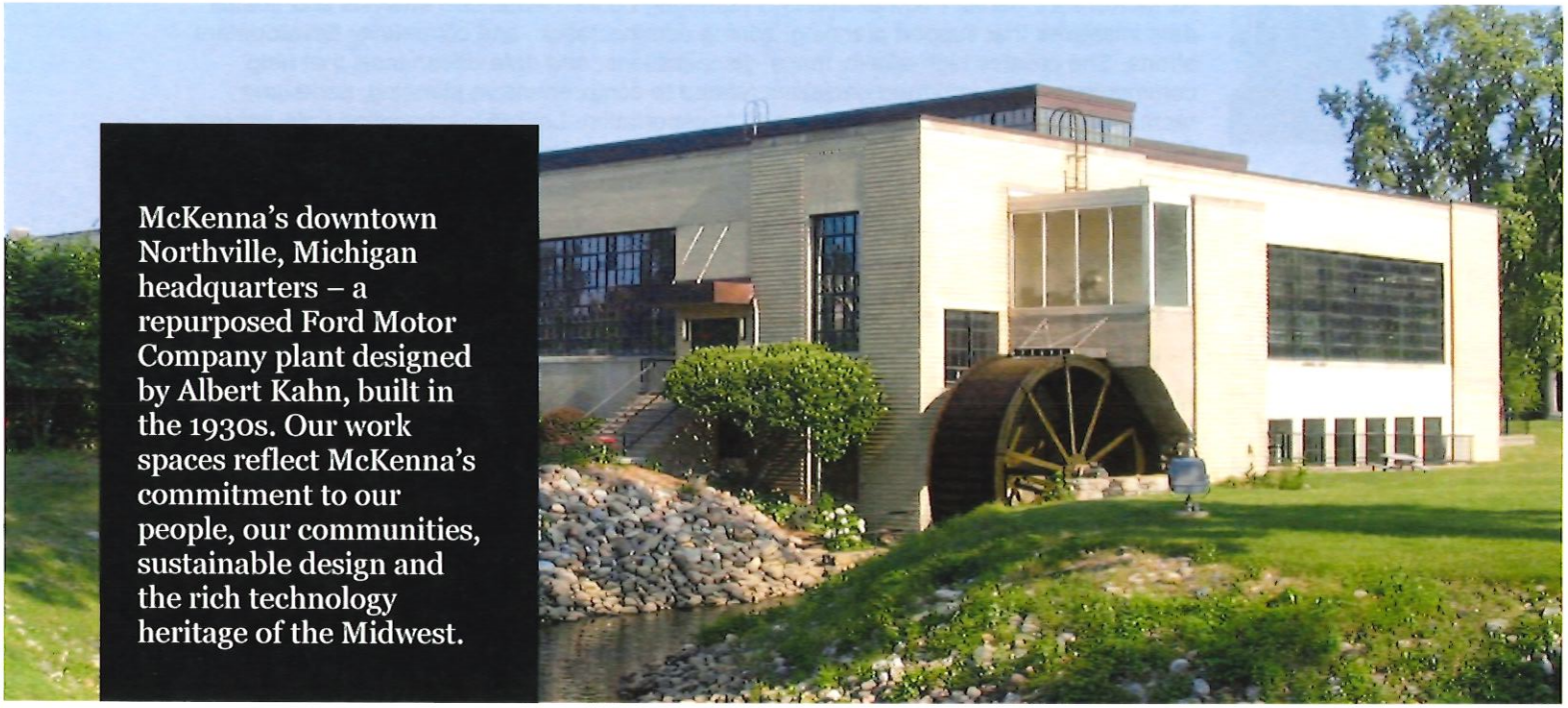


Carrie Leitner – Senior Art Director
Graphic Design

Carrie Leitner leads the creative vision for McKenna deliverables, shaping everything from project branding and outreach materials to the final document design. She transforms complex planning information into clear, inviting visuals that keep community members informed and inspired to take part. As Senior Art Director, she ensures every McKenna deliverable blends creativity with purpose—resulting in polished, meaningful materials that capture the vision and pride of the communities we serve. Carrie and the McKenna Graphics Team are able to provide support with a wide variety of municipal design and graphics needs.

Carrie holds a Bachelor of Fine Arts from the University of Michigan.

Firm History and Information



McKenna's downtown Northville, Michigan headquarters – a repurposed Ford Motor Company plant designed by Albert Kahn, built in the 1930s. Our work spaces reflect McKenna's commitment to our people, our communities, sustainable design and the rich technology heritage of the Midwest.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 48-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

With almost five decades of service to our clients, McKenna's longstanding presence throughout Michigan and beyond, demonstrates our long-term stability, financial strength, and a commitment to quality service. We have grown to over 100 employees and have provided services to the City of Rochester for the past 16 years, reflecting our ability to build and maintain strong, lasting partnerships. Our longevity, continued growth, and proven track record make us a reliable partner for meeting current and future needs.

HEADQUARTERS
235 East Main St
Suite 105
Northville, MI 48167

DETROIT
211 W. Fort St
Suite 1310
Detroit, MI 48226

GRAND RAPIDS
124 E. Fulton St
Suite 6B
Grand Rapids, MI 49503

KALAMAZOO
151 S. Rose St
Suite 920
Kalamazoo, MI 49007

OHIO
1223 E. Main St
Suite 311
Columbus, OH 43205

MCKA.COM | INFO@MCKA.COM | 888.226.4326

Active Municipal Clients

Below is a complete list of all current, active McKenna municipal clients.

PROJECT TYPE: ONGOING CONTINUING SERVICES	
CLIENT NAME	**PROJECT NAME**
Algansee Township	Algansee Township Continuing Services
Algoma Township	Algoma Township Planning Services
Bedford Charter Township	Bedford Township Planning Services
Bengal Township	Bengal Township Continuing Planning Services
Cascade Charter Township	Cascade Township Planning Services
Cascade Charter Township	Cascade Township DDA Services
Charter Township of Canton	Canton Charter Township Planning Services
Charter Township of Van Buren	Van Buren Services for Planning and Economic Development Department
Charter Township of Van Buren	Van Buren Township Professional Planning Services
Charter Township of York	York Township Continuing Professional Services
City of Charlotte	Charlotte Planning Services
City of Dearborn Heights	Dearborn Heights Comprehensive Plan and Environmental Resiliency Plan
City of Eastpointe	Eastpointe Continuing Planning & Zoning Services
City of Farmington Hills	Farmington Hills Planning Services
City of Fennville	Fennville Planning Services
City of Flat Rock	Flat Rock Continuing Professional Services
City of Flat Rock	Flat Rock DDA
City of Fraser	Fraser Professional Community Planning Services
City of Garden City	Garden City - Ongoing Planning and Zoning
City of Gibraltar	Gibraltar Planning Services
City of Grandville	Grandville Planning Services
City of Grandville	Grandville DDA Planning Services
City of Grosse Pointe	Grosse Pointe Continuing Professional Services
City of Grosse Pointe Farms	Grosse Pointe Farms Continuing Professional Services
City of Grosse Pointe Park	Grosse Pointe Park Professional Planning Services
City of Grosse Pointe Woods	Grosse Pointe Woods Planning Services
City of Harbor Beach	Harbor Beach Planning Services
City of Harper Woods	Harper Woods Ongoing Planning and Zoning Services
City of Hart	Hart Professional Planning Services
City of Hartford	Hartford Planning Services
City of Hastings	Hastings Continuing Planning Services
City of Highland Park	Highland Park Planning Services
City of Keego Harbor	Keego Harbor Planning Services
City of Lake Angelus	Lake Angelus Continuing Professional Services
City of Lincoln Park	Lincoln Park Professional Services
City of Marshall	Marshall Planning and Zoning Services
City of Novi	Novi CDBG Administration

PROJECT TYPE: ONGOING CONTINUING SERVICES	
CLIENT NAME	**PROJECT NAME**
City of Orchard Lake Village	Orchard Lake CS
City of River Rouge	River Rouge Ongoing Planning and Zoning
City of Rochester	Rochester Planning and Zoning Services
City of Roosevelt Park	Roosevelt Park Planning Services
City of Roseville	Roseville Professional Services
City of Southfield	Southfield Planning Services
City of St. Johns	St. Johns Continuing Services
City of Taylor	City of Taylor CS
City of Wayne	Wayne Professional Planning Services
City of Williamston	Williamston Community and Economic Development Services
City Tecumseh	Tecumseh Continuing Services
Comstock Charter Township	Comstock Township Planning and Zoning Services
Convis Township	Convis Township Planning Services
Conway Township	Conway Township Planning Services
Cottrellville Township	Cottrellville Township Planning Services
Covert Township	Covert Twp. Ongoing Planning and Zoning Services
Eagle Township	Eagle Township Planning Services
Holly Township	Holly Continuing Planning Services
Kalamazoo Township	Kalamazoo Charter Township Planning Services
Kenockee Township	Kenockee Township Planning Services
Leroy Township	Leroy Twp CS
Lexington Township	Lexington Township Continuing Services
Lyon Charter Township	Lyon DDA Planning and Design Services
Lyon Charter Township	Lyon Township Planning and Zoning Services
Milford Charter Township	Charter Township of Milford Professional Planning Services
Monroe Charter Township	Monroe Township CS
Mussey Township	Mussey Twp. CS
Northfield Township	Northfield Twp. CS
Oceola Township	Oceola Twp.
Ovid Township	Ovid Township Continuing Services
Pennfield Charter Township	Pennfield Township Planning Services
Plymouth Charter Township	Plymouth Township Professional DDA Services
Plymouth Charter Township	Plymouth Township Planning, Zoning and Economic Development Professional Services
Quincy Township	Quincy Township Planning Services
Romeo-Washington-Bruce Parks & Recreation	Romeo-Washington-Bruce Parks and Recreation Plan
Royal Oak Charter Township	Royal Oak Township CS
Rutland Charter Township	Rutland Township Professional Planning Services
Shelby Township, Oceana Co.	Shelby Township Planning Services
Tyrone Township	Tyrone Township Planning Services
Venice Township	Venice Township Professional Services
Vernon Township	Vernon Township Planning and Zoning Services

PROJECT TYPE: ONGOING CONTINUING SERVICES	
CLIENT NAME	**PROJECT NAME**
Village of Armada	Armada Continuing Professional Services
Village of Franklin	Franklin Ongoing Planning and Zoning Services
Village of Lake Orion	Lake Orion Ongoing Planning and Zoning Services
Village of Oxford	Oxford Continuing Professional Services
Village of Quincy	Village of Quincy Continuing Services
Village of South Rockwood	Village of South Rockwood
Village of Three Oaks	Three Oaks Professional Services
Village of Vicksburg	Village of Vicksburg Planning & Zoning Services
Village of Webberville	Webberville Continuing Professional Services
Walled Lake	Walled Lake Continuing Services
West Bloomfield Charter Township	West Bloomfield Planning and Zoning Continuing Services
White River Township	White River Township
Williamstown Township	Williamstown Township Professional Services
Yankee Springs Township	Yankee Springs Planning Services

PROJECT TYPE: LUMP SUM PROJECT	
Client Name	**Project Name**
Ada Township	Ada Township Parking Study
Algoma Township	Algoma Township Zoning Ordinance Update
Arlington Township	Arlington Township Zoning Ordinance Update
Barry County	Barry County Zoning Ordinance
Batavia Township	Batavia Township Master Plan and Zoning Ordinance Update
Benona Township	Benona Township Zoning Ordinance
Benzonia Township	West Benzie Joint Planning Commission Zoning Ordinance Update
Bexley, Ohio	Bexley Ohio Commercial Design Guidelines
Brownstown Township	Brownstown Charter Township Downtown Development and Tax Increment Financing Plan
Brownstown Township	Brownstown Township Marketing Plan
Caledonia Township	Caledonia Parks and Trails Vision
Calvin Township	Calvin Township Master Plan Update
Cascade Charter Township	Cascade Township Zoning Ordinance Rewrite
Casco Township, Allegan Co.	Casco Township Master Plan
Cass County	Cass County Master Plan
Cato Township	Cato Township Master Plan
Chikaming Township	Chikaming Township Master Plan
City of Benton Harbor	Benton Harbor Zoning Ordinance
City of Coopersville	Coopersville Master Plan and Zoning Ordinance Rewrite
City of East Jordan	East Jordan Downtown Development and Tax Increment Financing Plan
City of Fraser	Fraser Zoning Ordinance
City of Garden City	Garden City MSHDA Housing Readiness Master Plan Amendment
City of Grandville	Grandville Parks and Recreation Master Plan
City of Grosse Pointe Woods	Grosse Pointe Woods MSHDA Zoning Ordinance Update
City of Hamtramck	Hamtramck NW Neighborhood 2025

PROJECT TYPE: LUMP SUM PROJECT	
Client Name	**Project Name**
City of Hartford	Hartford Downtown Development Authority Development and Tax Increment Financing Plan
City of Hartford	Hartford Master Plan and Zoning Ordinance Update
City of Highland Park	Highland Park Treasury Planning Services
City of Highland Park	Highland Park Zoning Ordinance Update
City of Huntington Woods	Huntington Woods Parks & Recreation Plan
City of Livonia	Livonia Master Plan Update
City of Montague	Montague Zoning Ordinance Update
City of Orchard Lake Village	Orchard Lake Zoning Ordinance Technical Review
City of Port Huron	Port Huron Comprehensive Master Plan
City of River Rouge	River Rouge Capital Improvements Plan
City of River Rouge	River Rouge Zoning Ordinance Update
City of Roosevelt Park	Roosevelt Park Master Plan and Recreation Plan Update
City of Saginaw	Saginaw 2026-2030 Consolidated Plan
City of Walker	Walker Master Plan Amendments
City of Wayne	Wayne Branding and Design Plan for Wayfinding & Public Signs
City of Wayne	Wayne Housing Amendment
City of Westland	SS4A Planning Grant WWIGC
City of Westland	Westland - MSHDA Master Plan for Housing
City of Williamston	Williamston Master Plan
City Tecumseh	Tecumseh Zoning Ordinance Update
Cottrellville Township	Cottrellville Township Master Plan and Parks and Recreation Plan
Covert Township	Covert 2023 Master Plan & Coastal Management Plan Update
Ferry Township	Ferry Township MSHDA Master Plan and Zoning Ordinance
Ganges Township	Ganges Township Zoning Ordinance Amendments
Gerrish Township	Gerrish Township Master Plan
City of Gibraltar	Gibraltar Zoning Ordinance Rewrite
City of Grayling	Grayling Master Plan
City of Harbor Beach	Harbor Beach Zoning Ordinance Update
Hart Township	Hart Township Master Plan
Holland Charter Township	Holland Charter Township Housing-Focused Master Plan Amendment
Holly Township	Holly Township Zoning Ordinance and Zoning Districts Amendment
Huron County Economic Development Corporation	Huron County Economic Development Corporation Redevelopment Feasibility Study for the Former DTE Site
Ingham Township	Ingham Township Master Plan
Kalamazoo Township	Kalamazoo Township Housing Grant Study
Keego Harbor	Keego Harbor Master Plan
Lake Odessa	Lake Odessa DDA Plan
Lake Odessa	Lake Odessa Master Plan
Lake Township	Lake Township Zoning Ordinance Update
Lansing City	Lansing Non-Motorized Transportation Plan
Lawrence Township	Lawrence Township Zoning Ordinance Update
Long Beach	Long Beach Comprehensive Plan Update

PROJECT TYPE: LUMP SUM PROJECT	
Client Name	**Project Name**
Luna Pier City	Luna Pier Zoning Ordinance Update
Lyon Charter Township	Lyon Township MSHDA Housing Readiness Grant
Michigan City, IN	Michigan City Franklin Street Market Study
Michigan City, IN	Michigan City Indiana State Prison Redevelopment – Farr Associates
Milford Charter Township	Milford Parks and Recreation Plan
Milford Charter Township	Milford Township Master Plan
Mussey Township	Mussey Township Master Plan Update
New Carlisle Town, IN	Town of New Carlisle Unified Development Ordinance
Newfield Township	Newfield Township Master Plan and Zoning Update
Northfield Township	Northfield Township Master Plan Update
Oakland County	Oakland Co Roof, Ramp, Repair Program
Oxford, OH	Oxford Ohio Zoning Ordinance
Peninsula Township	Peninsula Township Zoning Ordinance
Peninsula Township	Peninsula Township Nonmotorized Transportation Plan Update
Pennfield Charter Township	Pennfield Township Master Plan
Pickerington, OH	Pickerington Zoning Ordinance Update
Pickerington, OH	Pickerington Ohio Downtown Strategy
Port Sheldon Township	Port Sheldon Township Master Plan & Economic Resiliency Plan
Rochester Avon Recreation Authority	Rochester Avon Recreation Authority Recreation Master Plan
Royal Oak Charter Township	Royal Oak Township Zoning Ordinance
Shelby Township, Oceana Co.	Shelby Township Zoning Ordinance
Silver Creek Township	Silver Creek Township Master Plan
Stockbridge Township	Stockbridge Township Zoning Ordinance Update
Village of Cass City	Village of Cass City Master Plan Graphics Update
Village of Lake Orion	Lake Orion Village-Owned Property Inventory and Mapping
Village of Marcellus	Village of Marcellus Master Plan, Parks & Recreation, and Marketing Plan
Village of Paw Paw	Village of Paw Paw Master Plan
Village of Shelby	Village of Shelby Master Plan and Zoning Ordinance Update
Village of Stevensville	Village of Stevensville Downtown Development Authority Development and TIF Plan
Village of Stockbridge	Stockbridge Village Zoning Ordinance Update
Village of Vicksburg	Village of Vicksburg Zoning Ordinance Update
Village of Webberville	Village of Webberville Master Plan
West Bloomfield Charter Township	West Bloomfield Community Master Plan
Williamstown Township	Williamstown Township Master Plan Update

AREAS OF SERVICE

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Strategic Planning Facilitation
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

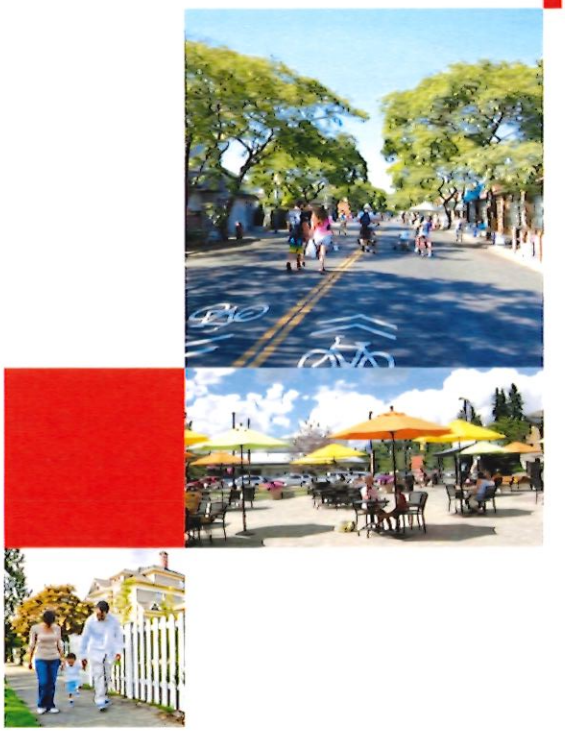
- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars

Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

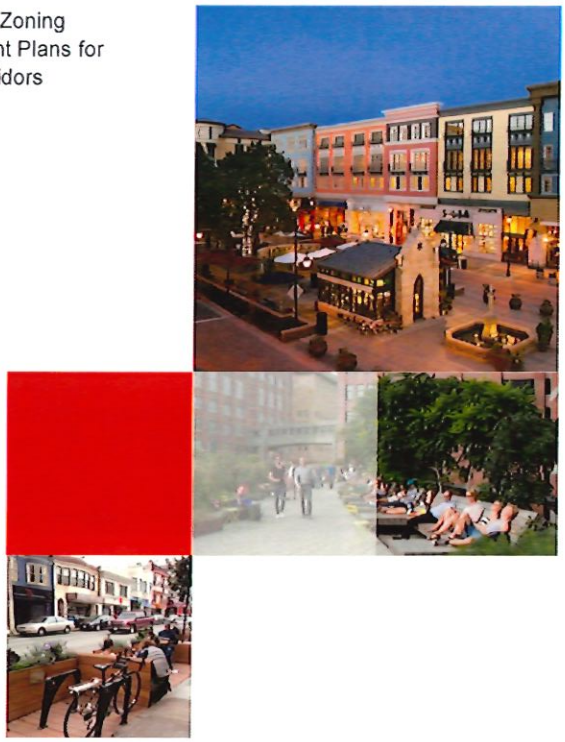
- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design



MCKENNA

Communities for real life.

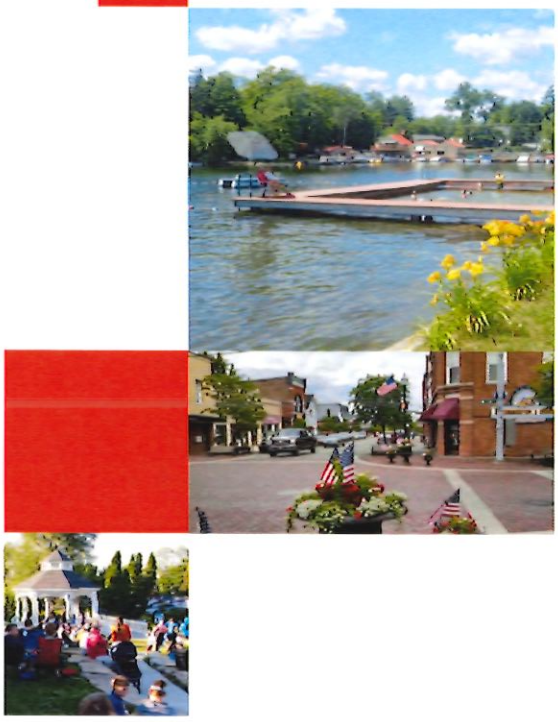
What we did:

PLANNING

Planning Services

VILLAGE OF LAKE ORION, MICHIGAN

The Village of Lake Orion, located in Oakland County, has more than 2,800 residents. It is a historic community established in 1859 with an attractive pedestrian-oriented downtown. The downtown offers retail, restaurant and professional office-based services to Village residents in adjacent neighborhoods as well as to those in the greater Orion Township community. The historic core downtown is being enhanced with new multi-story mixed-use structures that complement the established village character. New residential development along the adjacent lake shore will bring new modern residential alternatives for residents, adding to the vibrancy downtown. Early on Village leadership understood the potential to add to their historic community but needed assistance in creating the regulations to encourage reinvestment. They wanted to preserve the underlying character that was attracting that interest while allowing for complementary new development. And they were in need of services to assist current business owners and residents while managing the new growth.



For decades McKenna has provided planning assistance for the Village, with an emphasis on creating ordinances and providing services that meet the needs of residents, preserve the Village's character, and encouraging complementary high-quality development. Our planners work directly with the property owners, residents and developers to guide them through the ordinances and application processes. We assist with residential and commercial redevelopment permitting, site plan review for new constructions, special land uses, changes of use, and building additions. Our planners actively engage with applicants to ensure compliance with applicable Village standards while maintaining an open-line of communication with multiple partner organizations to ensure a smooth process. From a great idea, to shovels in the ground, to opening doors for new residents and customers, McKenna delivers effective, results-driven development.

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Communities for real life.

What we did:

PLANNING

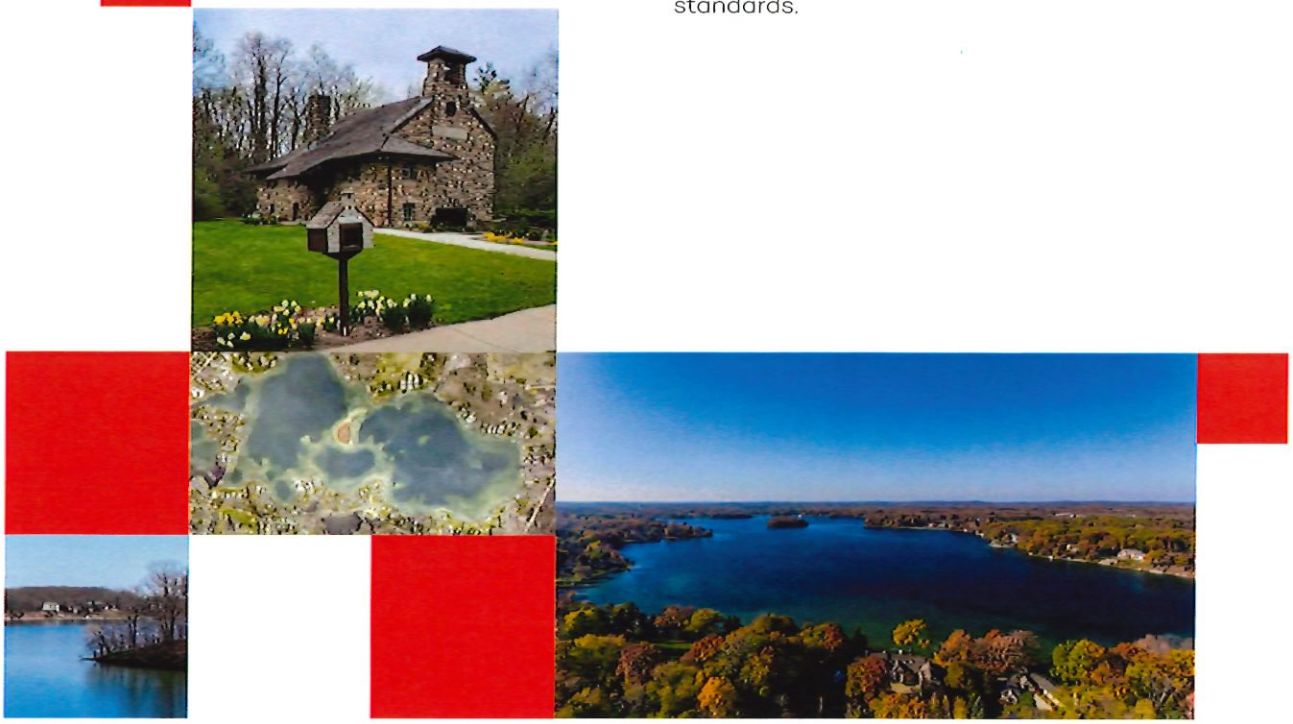
Zoning Administration
Master Planning
Residential Site Plan Review

Continuing Professional Services

CITY OF LAKE ANGELUS, MICHIGAN

The City of Lake Angelus, in central Oakland County, is the smallest city in Michigan. Historically a vacation respite for successful Detroit families, the community is undeniably unique in tradition and character. With less than 200 homes, centered around Lake Angelus and framed by City-owned properties, this City is truly a residential enclave from nearby Great Lakes Crossing and the City of Pontiac.

McKenna was contracted to perform planning and zoning assistance for the City, with emphasis on the needs of residents and preservation of the natural "up north" character of the lakefront. Our planners worked with the Planning Commission and City Council to update ordinances for tree preservation, seawall standards, architectural bulk standards, and landscape requirements, and guided the City through a review and reaffirmation of the Master Plan. We also performed residential site plan reviews for new homes, additions, and accessory structures, actively engaging with builders on the siting of homes and compliance with zoning standards.



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MCKENNA CASE STUDY COMPREHENSIVE PLANNING

From Vision to Action

CITY OF LIVONIA, MICHIGAN



POPULATION
94,058

AREA (SQ MI)
35.7

COMPLETED
2019 & 2025

To guide growth, the City of Livonia partnered with McKenna to prepare Vision 21, an action-oriented Comprehensive Master Plan and subsequent amendments, that sets priorities while aligning land use and policy with long-range community goals.

MCKENNA'S ROLE

» Worked closely with the City and stakeholders to establish near-term actions and long-range policy direction.

» Designed and led robust public engagement including surveys, meetings, workshops, charrettes, and Steering Committee collaboration.

» Prepared targeted implementation strategies linking land use, mobility, and economic development to plan priorities.



OUTCOME

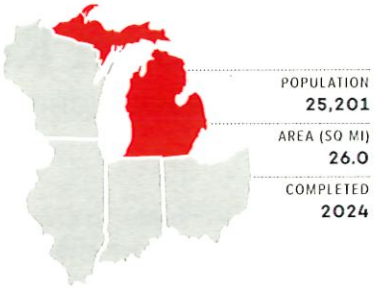
Livonia now has a clear community-driven roadmap guiding land use and infrastructure, helping leaders make coordinated decisions that support neighborhoods, reinvestment, and long-term stability and growth.

MCKENNA CASE STUDY

COMPREHENSIVE PLANNING + NEIGHBORHOOD PLANNING

Neighborhood Planning

CITY OF WALKER, MICHIGAN



POPULATION
25,201

AREA (SQ MI)
26.0

COMPLETED
2024

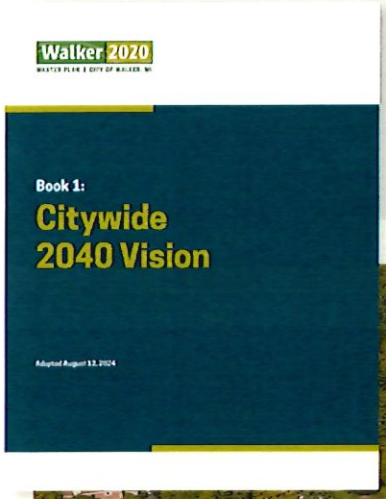
The City of Walker has a long history of comprehensive and land use planning to accommodate their various and widely different neighborhoods.

MCKENNA'S ROLE

» Separated the City into four districts and conducted individualized public engagement to gain a deep understanding of each area.

» Utilized this understanding to create a plan to best address challenges as well as maximize existing assets.

» Partnered with Prein&Newhof to work together to achieve a new comprehensive vision.



OUTCOME

McKenna and City staff stitched together the four plans like a jigsaw puzzle, creating a vision that worked on a City-wide level, but also addressed individual neighborhood concerns.



Downtown Renewal Roadmap

CITY OF ADRIAN, MICHIGAN



POPULATION
20,493

AREA (SQ MI)
8.0

COMPLETED
2025

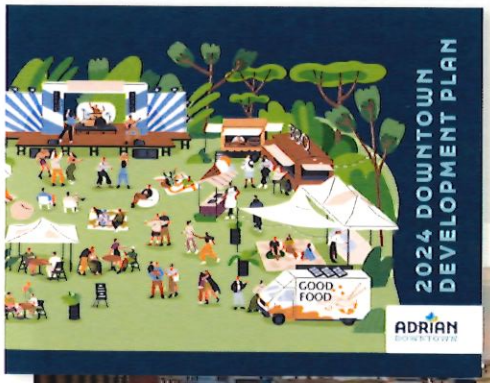
Adrian's DDA needed a clear framework to guide reinvestment while reinforcing downtown character. McKenna updated the Development and TIF Plan aligning community priorities, market realities, and funding tools to support a vibrant, resilient downtown.

MCKENNA'S ROLE

» Led the planning process by grounding priorities in data, community input, and action-oriented strategies.

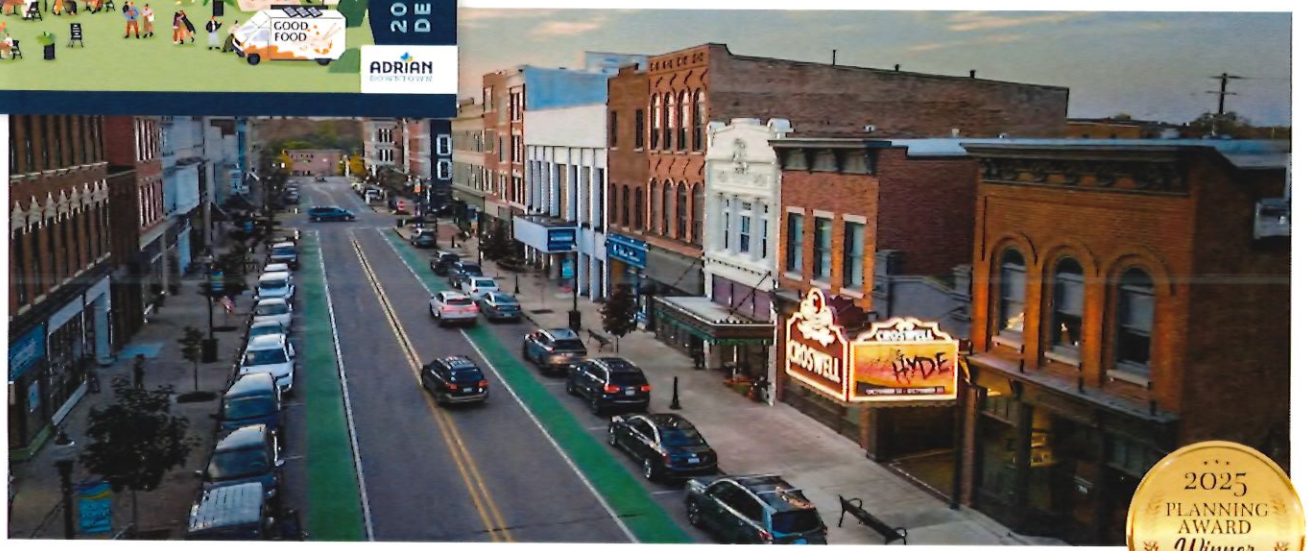
» Formed and supported the Area Citizens Council (DACC) and led engagement to turn input into a clear, phased 30-year project list.

» Crafted strategies for long-term TIF-based reinvestment citywide.



OUTCOME

The adopted plan gives Adrian a clear roadmap for downtown reinvestment. With prioritized projects, support, and TIF funding tools, the DDA can advance catalytic improvements, coordinate partners and sustain downtown momentum.

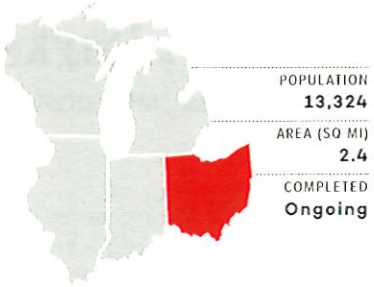


2025 PLANNING AWARD Winner

MAP Planning Excellence Award for Economic Planning and Development (2025)

Reimagining Key Corridors

CITY OF BEXLEY, OHIO



POPULATION
13,324

AREA (SQ MI)
2.4

COMPLETED
Ongoing

Bexley sought clear, flexible design guidance to support reinvestment and in-fill development along its commercial corridors. McKenna is leading the creation of Commercial Design Guidelines, balancing character preservation with modern development needs.

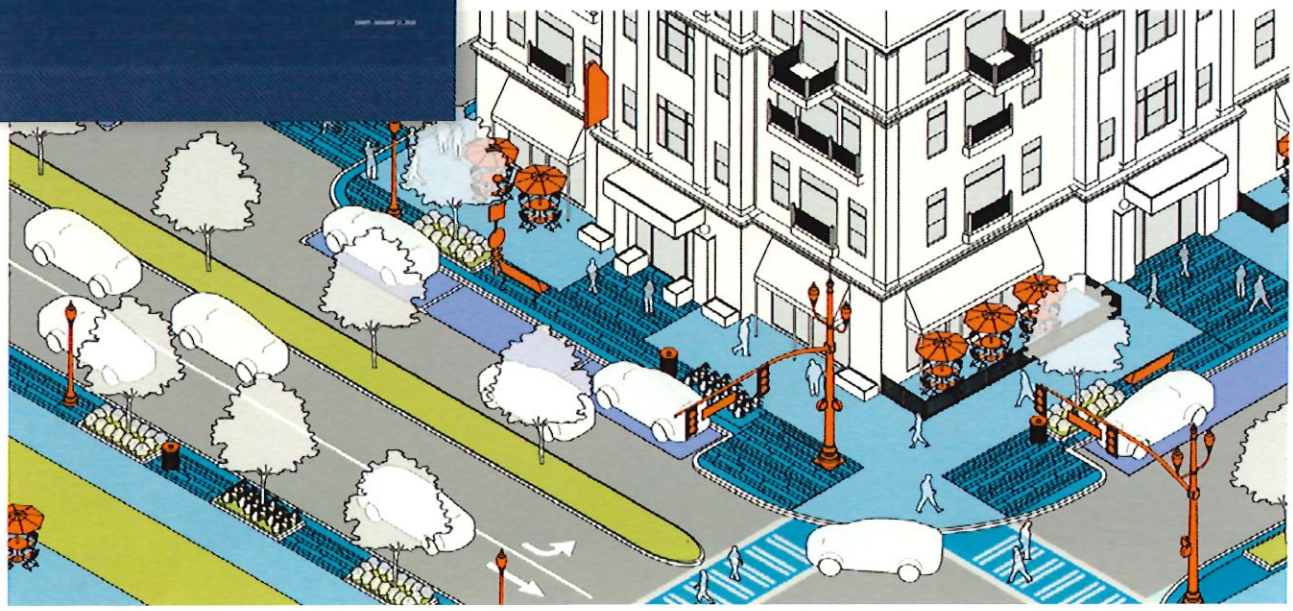
MCKENNA'S ROLE

- Developing context-based design standards that clarify expectations for building form, materials, and site design.
- Establishing streetscape guidance for trees, landscaping, and pedestrian amenities that reinforce walkability and corridor character.
- Leading stakeholder engagement and visual analysis to translate community values into practical, user-friendly guidelines.



OUTCOME

When complete, the Commercial Design Guidelines will equip Bexley with a clear framework to evaluate development and guide reinvestment that strengthens community character, elevates design quality, and supports long-term corridor vitality.



MCKENNA CASE STUDY

MASTER PLANNING, PARKS & RECREATION, & ZONING + PUBLIC ENGAGEMENT

Master, Parks, and Zoning

HUDSONVLLE, MICHIGAN



POPULATION
7,711

AREA (SQ MI)
4.1

COMPLETED
2025

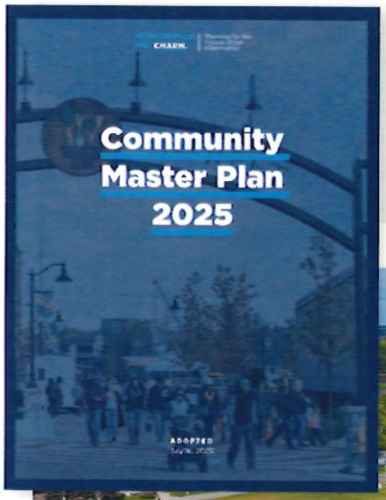
Known for its strong sense of community and high quality of life, the City lacked one thing – a downtown. Its historic core had been torn down for a highway expansion. Hudsonville sought to change that, adopting a bold plan to construct a new downtown.

MCKENNA'S ROLE

» An updated vision for the downtown, with specific redevelopment steps, guidance, and ideas for development.

» A series of parks, greenways, and trails to connect existing green space and recreational amenities, as well as create new ones.

» A vision for bringing public transit to the community for the first time.



OUTCOME

A Master Plan that created a vision for the coming decades. A Parks and Recreation Plan that expanded upon their current system. And a Zoning Ordinance that would help to ensure implementation of the vision.



2026 PLANNING AWARD Winners

MAP Daniel Burnham Award for a Comprehensive Plan (2026)

References

COMMUNITY AND CONTACT	MCKENNA SERVICES
City of Flat Rock **Ms. Elizabeth Hendley, AICP** **DDA Director** **Hon. Steven Beller** **Mayor** City of Flat Rock 25500 Gibraltar Road Flat Rock, Michigan 48134 (734) 789-2324	• City Planner since 1988 • Downtown Planning • Zoning Ordinance and Amendments • Master Plan • Parks and Recreation Master Plan • Assistance with DDA Projects • Streetscape Design
City of Fraser **Ms. Elaine Leven** **City Manager** City of Fraser 33000 Garfield Road Fraser, MI 48026 (586) 293-3100 ext. 3	• City Planner since 2017 • Zoning Amendments • Building Department Services • Master Plan • Parks and Recreation Plan
City of Garden City **Mr. Tim Gibbons** **City Manager** **Mr. Matthew Miller** **Community Development Director** City of Garden City 6000 Middle Belt Road Garden City, MI 48135 (734) 793-1660	• City Planner since 1990 • Building Department Management • Zoning Ordinance • Downtown Development • Master Plan • Economic Development Support • Parks and Recreation Master Plan
City of Grosse Pointe Farms **Shane Reeside** **City Manager** City of Grosse Pointe Farms 90 Kerby Road Grosse Pointe, Michigan 48230 (313) 885-6600	• City Planner since 2012 • 2023 Master Plan
City of Harper Woods **Mr. John Szymanski** **Interim City Manager** City of Harper Woods 19617 Harper Avenue Harper Woods, MI 48225 (313) 343-2560 **Leslie Frank** **City Clerk**	• City Planner since 1995 • Zoning Ordinance • Master Plan • Economic Development support • Parks and Recreation Master Plan • Kelly Road Corridor Plan • Redevelopment Planning
City of Hastings **Mr. Dan King** **Community Development Director** City of Hastings 201 East State Street Hastings, Michigan 49058 (269) 945-2468	• Master Plan • Zoning Map • Ongoing Planning and Zoning Services

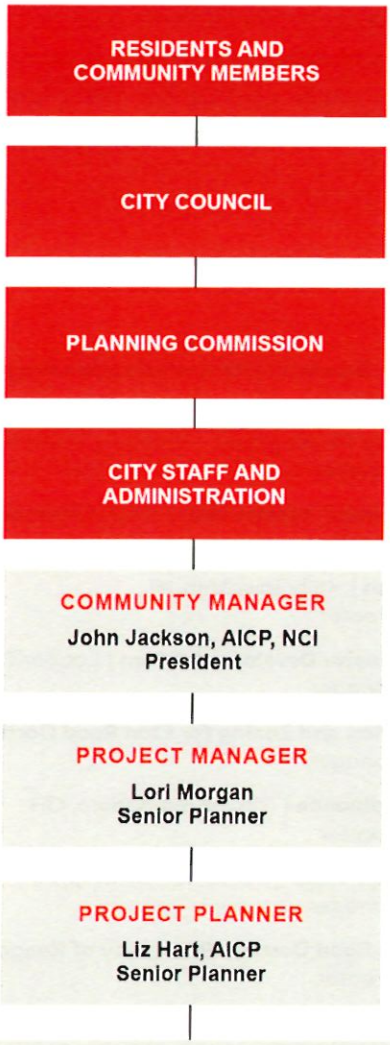
COMMUNITY AND CONTACT	MCKENNA SERVICES
City of Orchard Lake Village **Mr. Gerry McCullam** **City Manager** City of Orchard Lake Village 3955 Orchard Lake Road Orchard Lake, MI 48324 (248) 682-2400	• City Planner since 1987 • Master Plan Update • Orchard Road Corridor Study • Zoning Ordinance Amendments • Site Planning
City of Tecumseh **Brett Coker** **City Manager** City of Tecumseh 309 E. Chicago Blvd. Tecumseh, MI 49286 (517) 424-6555 bcoker@tecumsehmi.gov **Kelly Jo Gilmore** **Economic Development Director** (517) 424-6003 kgilmore@tecumsehmi.gov	• City Planner since 2002 • Corridor Planning • Subarea Planning • Zoning Ordinance • Form Based Code • Citywide 2040 Vision • Evans Street Corridor Plan 2023 • Mobility Plan 2025 • North Evans Parking Study 2025 • Zoning Ordinance Rewrite 2025
City of Walker, MI **Ms. Paula Priebe** **Planning Director** City of Walker 4243 Remembrance Road NW Walker, MI 49534 (616) 453-6311	• 2020 Master Plan • 2023 Zoning Ordinance • On-Site Zoning Administration

Organizational and Staffing Plan

We have selected a team of seasoned, responsive, and trustworthy professionals to assist the City with premier community planning expertise. Please note that our full roster of planning and design professionals are available to the City and are likely to support the creation of specific plans and analysis.

Rochester Team

McKenna Team



ADDITIONAL PLANNING SUPPORT

Lauren Sayre, AICP
Senior Planner / GIS Manager
GIS / Mapping Specialist

Alexis Farrell-Rodriguez, AICP, NCI
Senior Planner
Housing Specialist

Carrie Leitner
Senior Art Director
Graphic Design

John Jackson, AICP, NCI

PRESIDENT



NORTHVILLE, MI

I'm motivated by working with a team of planners, designers, and building professionals dedicated to shaping places people care about. When done well, the impact lasts—creating stronger neighborhoods and better daily lives. I believe our work should leave a lasting legacy future generations can build upon.

EDUCATION

Master of Urban Planning, University of Michigan

Bachelor of Environmental Design, Miami University

CERTIFICATIONS

American Institute of Certified Planners (AICP)

National Charrette Institute (NCI)

PROFESSIONAL AFFILIATIONS

Congress for New Urbanism (CNU)

AWARDS

Community Service Award, Charter Township of Royal Oak, Michigan

EXPERIENCE

30+ Years

RELEVANT PROJECTS

Downtown Grosse Pointe Revitalization Program | City of Grosse Pointe, MI
Project Manager

Open Space Development | Hamburg Township, MI
Project Manager

"Vision Pontiac" Master Plan | City of Pontiac, MI
Project Director

Master Plan | Holly Township, MI
Project Director

Comprehensive Development Plan | Lapeer County, MI
Project Manager

Subarea Plan and Zoning for Eton Road Corridor | City of Birmingham, MI
Project Manager

Zoning Ordinance | City of Springboro, OH
Project Director

Form-Based Code | Oshtemo Township, MI
Project Manager

Cass Lake Road Corridor Plan | City of Keego Harbor, MI
Project Director

Downtown Retail Market Strategy | City of St. Clair, MI
Project Director

Redevelopment Planning | City of Westland, MI
Project Director

Parking Strategy | City of Rochester, MI
Project Director

THOUGHT LEADERSHIP & SPEAKING ENGAGEMENTS

"Making Lemonade Out of Lemons—Neighborhood Preservation"
Michigan Association of Planning Conference

"Megasites and Gigafactories"
Michigan Association of Planning Conference, 2024

Lori Morgan, AICP

SENIOR PLANNER



NORTHVILLE, MI

A belief in the power of planning to improve daily life drives my work. By working closely with residents and partners, I strive to help shape vibrant, resilient places that support local well-being and expand access to opportunities for everyone in the community.

EDUCATION

Master of Urban Planning, University of Illinois at Urbana-Champaign

Bachelor of Science, Urban and Regional Planning, Michigan State University

CERTIFICATIONS

American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Michigan Association of Planning (MAP)

American Planning Association Pennsylvania Chapter (APA PA)

EXPERIENCE

10+ Years

RELEVANT PROJECTS

Planning Department Operations and Development Direction | City of Rochester, MI
Project Manager and Zoning Administrator

Planning Department Operations and Development Direction | City of Flatrock, MI
Project Manager and Zoning Administrator

PRIOR TO MCKENNA

Greenways and Active Transportation Planning | Pennsylvania Clients
Project Manager and Transportation Planner

Comprehensive Planning and Special Area Planning | Pennsylvania Clients
Project Manager and Project Planner

Zoning and Subdivision and Land Development Ordinance (SALDO) Updates | Pennsylvania Clients
Project Manager and Project Planner

Regional Scenario Planning Tools Development | Champaign County Planning Commission, IL
Project Manager and Transportation Planner

Curtis Road Corridor Study | Champaign County Planning Commission, IL
Project Planner

Urbana Pedestrian Plan | Champaign County Regional Planning Commission
Project Planner

Right-of-Way Ordinance | Village of Rantoul, IL
Project Planner

Liz Hart, AICP

SENIOR PLANNER



DETROIT, MI

Planning shapes the energy and identity of a community, and each project offers a new opportunity to be a part of this momentum. As a planner, I believe my role is to uplift community voices to realize those unique visions for the future.

EDUCATION

Bachelor of Science, Urban and Regional Planning, Michigan State University

CERTIFICATIONS

American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Michigan Planning Association (MAP)

EXPERIENCE

5+ Years

RELEVANT PROJECTS

Planning Department Operations and Development Direction | City of Williamston, MI
Project Planner and Zoning Administrator

Master Plan | West Bloomfield Township, County, MI
Project Planner

Planning and Zoning Operations | Plymouth Township, MI
Project Planner

Conway 2026 Master Plan (ongoing) | Conway Township, MI
Project Planner

Planning and Zoning Operations | City of Farmington Hills, MI
Project Planner

PRIOR TO MCKENNA

Planning Department Operations and Development Direction | Twin Falls, ID
Project Manager and Zoning Administrator

Planning Department Operations and Development Direction | Salt Lake City, UT
Project Manager and Zoning Administrator

Master Plan and Downtown Zoning Framework | Vineyard City, UT
Project Manager and Zoning Administrator

Compensation

In consideration of the professional performance and delivery of the above services McKenna offers the following retainer and hourly rated services. These fees and services are based on previous service to the City and the scope of work provided in the RFP. Additional opportunities or approaches may be available to best support the City, including but not limited to regularly scheduled in-person or virtual office hours, regular attendance at pre-application meetings, or other services as desired by the City, which we are happy to discuss.

RETAINER SERVICES

McKenna will provide the following technical and planning advisory services:

A. Attendance at all Planning Commission public hearings and meetings to present application information, review of Special Land Use and Site Plan criteria, and recommendations for the Commission to provide to City Council.

B. Respond to applicants within twenty-four (24) hours if a request is made outside of office hours.

C. Provide timely responses and updates to City staff, Planning Commission, and City Council members.

HOURLY RATED SERVICES

McKenna's professional hourly services may include, but are not limited to, the following:

A. Review and preparation of recommendations for applications scheduled for public hearing before the Planning Commission. These services will be invoiced directly to the applicants.

B. Special assignments or projects that fall outside the scope of services included in the monthly retainer.

C. Other responsibilities as requested by the City that are not otherwise covered by the retainer agreement.

DEVELOPMENT REVIEWS

McKenna will provide written technical recommendations on site plans, special land uses, special projects, and rezonings in accordance with the City's Code of Ordinances. All such work will be performed on an hourly basis, following the hourly rates provided.

For each review, the Consultant shall undertake the following activities:

A. Initially review the site using aerial photos.

B. Discuss the case by telephone or in person with the applicant and City officials regarding review issues.

C. Review all relevant planning issues (not including specific technical engineering issues).

D. Prior to scheduled review by the City (in time for inclusion with agenda packages), submission of a written review and recommendation to the City.

COMPENSATION

E. Retainer. A retainer of $850 per month, inclusive of the services above.

F. Hourly Rated Services. For services rendered in addition to the retainer, the following hourly rate shall control:

PROFESSIONAL FEE SCHEDULE

Professional Classification	Rate Per Hour*
President	$250
Executive or Senior Vice President	$225
Vice President	$220
Director	$210
Senior Principal or Manager	$200
Principal	$150
Senior	$135
Associate	$115
Assistant	$105
Administrative Assistant	$75
Consultation, preparation for, and sitting as expert witness in legal matters.	$300

* *Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.*

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

Hourly rates are valid through December 31, 2026. Annually thereafter, they will be adjusted by a percentage equal to any increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

PROPOSAL FORM

Failure to complete this form will result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: CITY OF ROCHESTER

The Undersigned hereby offer and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

ADDENDA:
The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

None
(Write "None" if none.)

In addition, the Undersigned has fully and accurately completed all required forms.

OBLIGATION:
The Undersigned, by submission of this Offer, hereby agrees to be obligated, if selected, to provide the stated services to the City, for the term stated herein, and to enter into an agreement with the City, in accordance with the Conditions, Scope, and Terms, as well as the form of Agreement, together with any written addenda as specified above.

COMPLIANCE:
The Undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with these requirements. By submitting this Proposal Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the City's Charter and Code of Ordinances; and 2) if awarded a contract to provide the Services required in the RFP, the Respondent will comply with the City's Charter and Code of Ordinances.

NONCOLLUSION:
The Undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other person or entity, or which otherwise make a Proposal.

SUBMITTAL REQUIREMENTS:
The Undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

McKenna Associates, Inc.
Company Name

235 East Main Street, Suite 105
Address

Northville, MI 48167
City State Zip

Signature of Person Authorized to Sign

John R. Jackson
Printed Name

President
Title

For clarification of this offer, contact:

Name: **Lori Morgan, AICP, Senior Planner**

Phone: **248.596.0920**

Fax: **248.596.0930**

PRICE SHEET

Failure to complete this form shall result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation. Respondents must submit a detailed cost proposal for completing the SCOPE OF SERVICES.

The City is requesting hourly rates for personnel, identified by classification. Provide a staff listing with names and classification. **Respondents may submit for consideration alternative non-traditional pricing formula for billing rates and/or charges, including retainer fee arrangements, but must also provide hourly service rates.** Please use additional pages if necessary.

Hourly Services

Professional Classification	Rate Per Hour*
President	$250
Executive or Senior Vice President	$225
Vice President	$220
Director	$210
Senior Principal or Manager	$200
Principal	$150
Senior	$135
Associate	$115
Assistant	$105
Administrative Assistant	$75
Consultation, preparation for, and sitting as expert witness in legal matters.	$220

* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

Hourly rates are valid through December 31, 2026. Annually thereafter, they will be adjusted by a percentage equal to any increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

Rate of increases, if any, for there subsequent years of this contract must be provided if Respondent intends to request rate increases during that period.

Provide a list of reimbursable items and an all-inclusive list of other charges.

Please see above for details.

Does your firm charge administrative overhead on subcontracted and/or reimbursable costs or any other fees not listed above? If so, please describe

None.

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.

NAME OF COMPANY **McKenna Associates, Inc.**

PRINCIPAL OFFICE ADDRESS **235 East Main Street, Suite 105, Northville, MI 48167**

TELEPHONE NUMBER **248.596.0920**

FORM OF OWNERSHIP (Check One)

(**X**) Corporation ( ) LLC ( ) Joint Venture

State of Incorporation/Registration **Michigan**
Date of Incorporation/Registration **May 2, 1978**

( ) Partnership

If Partnership, select one of the following:

( ) Limited ( ) or General ( ) or Individual

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
John R. Jackson, AICP	**President**
Kathleen Jackson	**Owner**

LIST OF CORPORATE DIRECTORS
Principal Business Affiliation

Name	Other Than Respondent Directorship
John R. Jackson, AICP, President, Treasurer, Secretary, Director	

ADDITIONAL INFORMATION REQUIRED:

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Other Than Respondent Directorship
John R. Jackson, President – 50%	
Kathleen Jackson, Owner – 50%	

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Rochester, or with any of its Council members or officers.

McKenna does not have any financial disclosures or conflicts of interest with the City of Rochester or with any of its Council members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

McKenna Associates, Inc.
(Name of Company)

By: _____ July 28, 2026
(Signature) (Date)

President
(Title)

By: _____ July 28, 2026
(Signature) (Date)

Senior Planner
(Title)

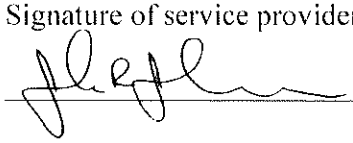
CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2013 PA 517, MCL 129.311 et seq.)*, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Service Provider, the Contractor service provider must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Service Provider	
Legal Name	McKenna Associates, Inc.
Street Address	235 East Main Street, Suite 106
City	Northville
State, Zip	Michigan 48167
Corporate I.D. Number / State	
Taxpayer I.D. #	38-2213606

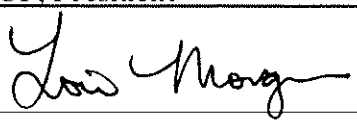
The undersigned, with 1) full knowledge of all of service provider's business activities, 2) full knowledge of the requirements and possible penalties under the law (MCL 129.311 et seq.) and 3) the full and complete authority to make this certification on behalf of the Service Provider, by his/her signature below, certifies that: the Service Provider is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that service provider is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of service provider's Authorized Agent:



Printed Name of service provider's Authorized Agent:

John R. Jackson, AICP, President

Witness Signature: 

Printed Name of Witness: **Lori Morgan, AICP, Senior Planner**

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: September 8, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Council Agenda-PSAP Agreement

Issue: Request City Council to approve the new **Public Safety Answering Point (PSAP)** agreement between Oakland County and the City of Rochester.

Analysis:
In 2016, the city entered into a Public Safety Answering Point Agreement with Oakland County regarding emergency dispatch services. Recently, Oakland County explored implementing a new "Call Handling System" and selected a vendor for the new system (Carbyne/Axon).

Because the City of Rochester operates its own Public Safety Answering Point (PSAP), and participates in the County's 911 Service Plan, all PSAPs need to utilize the same Next Generation 911 (NG911) system and common Call Handing System.

The proposed PSAP Agreement is substantially similar to the 2016 agreement with the primary difference being the inclusion of provisions addressing the new technology that will be implemented. Attorney Kraght reviewed the 2016 agreement and compared it with the proposed 2026 agreement. According to his review, there are no significant substantive changes to the agreement other than references to the new technology, which is intended to improve efficiency and enhance emergency call handing.

Recommendation: Council to approve the attached agreement as written.

Attachement(s)
- 2026 PSAP Agreement
- 2016 PSAP Agreement

PUBLIC SAFETY ANSWERING POINT AGREENÆNT
BETWEEN
OAKLAND COUNTY

CITY OF XXXXXXXXX

This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the (Public Body), (Address) ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

INTRODUCTION/PURPOSE OF AGREEMENT. The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the following. Since 1988, the County has been using the legacy copper network provided by the Incumbent Local Exchange Carrier (ILEC) for transport and to support the County 9-1-1 System. In order to prepare for the migration to Next Generation 9-1-1, the County will replace the legacy copper network with an Emergency Services IP Network ("ESInet"), which is defined in Section 1 of this Agreement. The ESI-net will offer many advances in processing voice, text and related data elements associated with 9-1-1 calls, i.e., emergency requests, and will improve 9-1-1 Services for the residents of Oakland County. For optimum security, functionality, and operation of the ESInet, all Public Safety Answering Points ("PSAPs") participating in the County 9-1-1 Service Plan should use a common call processing equipment system, comprised of host call processing equipment and remote call processing equipment.

Because it is impractical and cost prohibitive for all PSAPs to construct and maintain separate ESInets, pursuant to the County 9-1-1 Plan, the County, through third parties, will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs to consfruct, implement, operate and maintain the ESInet and for the costs to host and interconnect common, remote call processing equipment) including software for the remote call processing equipment, to be paid through operating and/or technical surcharges. The Public Body will be responsible to purchase, pay for, and maintain the common remote call processing equipment.

The Parties agree to the following:

1. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

   1.1. 9-1-1 Service means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.

   1.2. Agreement means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.

   1.3. Call Processing Equipment System ("CPE System") means the Host Call Processing Equipment and the Remote Call Processing Equipment and any combination thereof.

1.4. Claims means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.5. County 9-1-1 Service Plan/9-1-1 Plan means the plan authorized and adopted by the

Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.

1.6. County 9-1-1 System/9-1-1 System means the ESInet and the Call Processing Equipment System and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.

1.7. County means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.8. County Employee means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.9. Day means any calendar day beginning at 12:00 a.m. and ending at 11 :59 p.m.

1.10. Emergency Services IP Network ("ESInet") means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services, which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.

~~1.11. Exhibits means the following document, which is fully incorporated into this Agreement: Exhibit A: Diagram of ESInet demarcation. Exhibit A is confidential and not subject to the Michigan Freedom Information Act, because it contains information of measures designed to protect the security or safety of persons or property, MCL 15.243(y)~~

1.12. Host Call Processing Equipment ("Host CPE") means (1) the hardware and equipment, including the provision of data centers, that is needed to operate, manage, host, and

interconnect the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

1.13. Points of Contact mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.

1.14. Public Body means the «Public_Body», including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.15. Public Body Employee means without limitation, any employees, officers, managers, frustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.16. Public Safety Answering Point ("PSAP") means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).

1.17. Remote Call Processing Equipment ("Remote CPD") means the hardware and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the telephone service providers to the call taker/dispatcher and the 9-1-1 System.

2. EFFECTIVE DATE & DURATION OF AGREENIENT & AIVIENDMENTS.

2.1. Effective Date of Agreement/Amendments. This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

2.2. Agreement Duration. This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

3. COUNTY RESPONSIBILITIES.

3.1. Provision and Maintenance of the ESInet. The County, through a third-party, shall construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment,

to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment, will be paid by the County through technical and/or operational surcharge.

3.2. Delivery of ESInet. The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.

3.3. Bandwidth for ESInet. The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient.

3.4. Provision and Maintenance of Host CPE. The County, through a third-party, shall provide, pay for, maintain, and repair the Host CPE. All costs for the provision, maintenance, and repair of the Host CPE shall be paid by the County through technical and/or operational surcharges.

3.5. Critical Spare Parts. The County shall keep an inventory of critical spare parts for Remote CPE the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote CPE become non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.

3.6. Back-Up PSAP. The County will be creating a back-up PSAP. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first serve basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff' s Operations Center at 248.858.4954.

4. PUBLIC BODY RESPONSIBILITIES.

4.1. Provision of Remote CPE. The Public Body shall be responsible to purchase and pay for the Remote CPE for the operation of its PSAP. The Remote CPE shall be purchased from the provider selected by the County. The County is requiring that all Remote CPE connected and running over the ESInet be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.

4.2. Building Access. The Public Body shall provide building access to the County and/or its contractors-to allow for the consfruction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A

4.3. Maintenance and Repair of Remote CPE. The Public Body shall be responsible for the maintenance, repair, and updating of the Remote CPE and the costs associated therein.

4.4. Additional Responsibilities. The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote CPE.

4.5. Administrative Telephone Lines. Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CPE System and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.

4.6. Notification of Additional Purchases. Thirty (30) days prior to the purchase of Remote CPE or components thereof, the Public Body shall give written notice to the County' s Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote CPE over the ESInet and to provide support for the host/remote configuration.

4.7. Updates to 9-1-1 Related Information. Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geofiles, and

required GIS datasets.

4.8. Fees for ESInet. The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the ESInet.

4.9. Owner of Data. Public Body is the owner of all data provided by Public Body.

4.10. No Interference or Disruption. Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the ESInet, the CPE System, the provision of 9-1-1 Services, and the County 9-1-1 System.

5. Operational Workflow Management Procedure/Points of Contact.

5.1. Operational Workflow Management Procedure. The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure"). This Procedure sets forth the process of how the County, its contractor's, and the Public Body will approach and conduct security management, incident management, problem management, and change management related to the ESInet and Call Processing Equipment System. Upon execution of this Agreement, the County will provide the Public Body' s Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.

5.2. Points of Contact. The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.

6. PAYNENTS.

6.1. Additional Costs. If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or ESInet provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

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

6.3. Interest Charge. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

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

7. ASSURANCES.

7.1} Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

7.2. Responsibility for Attorney Fees and Costs. Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.

7.3. No Indemnification. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

7.4. Costs, Fines, and Fees for Misuse. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I. T. Services provided herein.

7.5. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

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

7.7. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.

7.8. Limitation of Liability. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

7.9. 9-1-1 Services "As Is". THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LMITED TO, INPLIED WARRANTIES OF NERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRNGENÆNT.

7.10. No Warranty for 9-1-1 Services. County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.

7.11. Downloaded Material or Data. Any material or data downloaded or otherwise obtained through the use of the ESInet is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. DISPUTE RESOLUTION. All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body' s Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

9. TERMINATION OR CANCELLATION OF AGREEIVIENT.

9.1. Termination of Agreement and Exhibits. Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for

any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.

9.2. Effective Date of Termination or Cancellation. The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.

10. SUSPENSION OF SERVICES.

10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

10.2. Upon submission of a plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.

10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.

10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.

11- DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. NO EMPLOYEE-EMPLOYER RELATIONSHIP. Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.

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

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

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

16. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

17. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

18. FORCE MAJEURE. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably

accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

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

    19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.

    1.1. If Notice is sent to Public Body, it shall be addressed to: **«Contract_Contact», «Public_Body», «Street_Address» «City», «State» «Zip_Code»**.

    19.2. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in of the change.

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

21. ENTIREAGREEMENT.

    21.1. Entire Agreement. Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the ESInet and the Call Processing Equipment System. This Agreement supersedes all other oral or

written agreements between the Parties regarding the ESInet and the Call Processing Equipment System.

21.2. Construction of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

m WITNESS WHEREOF, (Name), (Title), hereby acknowledges that he/she has been authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED:_____ DATE:_____

WITNESSED:_____ DATE:_____

PUBLIC SAFETY ANSWERING POINT AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
City of Rochester

This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the **City of Rochester, 400 Sixth St., Rochester, Michigan 48307.** County and Public Body may also be referred to jointly as "Parties".

INTRODUCTION/PURPOSE OF AGREEMENT.

A. The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the operation and management of the Next Generation 9-1-1 System (NG 9-1-1 System) and the Call Handling System (CHS).
B. In 2016, the County installed an Emergency Services IP Network (ESInet), which is part of the NG 9-1-1 System, and the associated network of Call Processing Equipment, which is used by all Public Safety Answering Points participating in the County 9-1-1 Service Plan. The County and the Public Body entered into an Interlocal Agreement to provide for the Public Body's use of this network/equipment—approved by the County Board of Commissioners in Resolution Number 16206.
C. After almost 10 years, there was a need to explore acquisition of new Call Processing Equipment or a new Call Handling System, which is the new terminology.
D. The County issued a Request for Proposal and through the County procurement process and selected a vendor for the new Call Handling System. The Evaluation Committee for the Call Handling System was comprised of persons from the following governmental entities: Bloomfield Township, Oakland County 911 Coordinator, Oakland County Sheriff's Office, City of Southfield, and White Lake Township.
E. The County will continue to use the existing ESInet provided through its current provider, Peninsula Fiber Network, as there is no reason to install a new ESInet at this time.
F. The County will be responsible for implementing, as applicable, maintaining and paying for the NG 9-1-1 System and the Host System and Software through operating and/or technical charges. The Public Body will be responsible for implementing, maintaining, and paying for the Remote System and Software.
G. The NG 9-1-1 System and Call Handling System will continue to provide advances in processing voice, text and related data elements associated with 9-1-1 calls and will improve 9-1-1 Services for the residents of and visitors to Oakland County. For optimum security, functionality, and operation of the County 9-1-1 System, all Public Safety Answering Points participating in the County 9-1-1 Service Plan need to use the same NG 91-1 System and a common Call Handling System.

The Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

1.1. **9-1-1 Service** means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.

1.2. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.

1.3. **Call Handling System ("CHS")** means both the Host System and Software and the Remote System and Software and any combination thereof.

1.4. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.5. **County 9-1-1 Service Plan/9-1-1 Plan** means the plan authorized and adopted by the Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.

1.6. **County 9-1-1 System/9-1-1 System** means the NG 9-1-1 System and the CHS and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.

1.7. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.8. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.9. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.10. **Emergency Services IP Network ("ESInet")** means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services,

which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.

1.11. **Host Equipment and Software ("Host System")** means the central processing systems that each PSAP connects to for operation of the 9-1-1 System, including the following: (1) the hardware and equipment that is needed to operate, manage, host, and interconnect the Remote System and the 9-1-1 System, including the provision of data centers (either physical or cloud-based), but excluding the Remote System and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the service providers to Remote System and to the 9-1-1 System.

1.12. **Next Generation 9-1-1 System ("NG 9-1-1 System")** means collectively the ESInet and the Core Services as defined herein.

1.13. **Next Generation Core Services ("Core Services")** means the software services/applications, databases, and functional elements required to process a 9-1-1 call on the ESInet (but not including the ESInet) pursuant to the NENA (National Emergency Number Association) i3 standards.

1.14. **Points of Contact** mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.

1.15. **Public Body** means the **«Public_Body»**, including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.16. **Public Body Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.17. **Public Safety Answering Point ("PSAP")** means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).

1.18. **Remote Equipment and Software ("Remote System")** means the hardware, and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, and software, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the service providers to the call taker/dispatcher and the 9-1-1 System.

2. EFFECTIVE DATE & DURATION OF AGREEMENT & AMENDMENTS.

2.1. **Effective Date of Agreement/Amendments.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing.

The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

2.2. **Agreement Duration.** This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

3. **COUNTY RESPONSIBILITIES.**

3.1. **Provision and Maintenance of NG 9-1-1 System.** The County, through a third-party, shall construct, implement, operate, maintain, and repair the NG 9-1-1 System, including the demarcation equipment, to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct, implement, operate, maintain, and repair the NG 9-1-1 System, including the demarcation equipment, will be paid by the County through technical and/or operational charges.

3.2. **Delivery of ESInet.** The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.

3.3. **Bandwidth for ESInet.** The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient. Any changes to the bandwidth of the ESInet shall be brought to the attention of the County.

3.4. **Provision and Maintenance of Host System.** The County, through a third-party, shall provide, pay for, maintain, and repair the Host System. All costs for the provision, maintenance, and repair of the Host System shall be paid by the County through technical and/or operational charges.

3.5. **Critical Spare Parts.** The County shall keep an inventory of critical spare parts for Remote System, the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote System becomes non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.

3.6. **Back-Up PSAP.** The County will operate and maintain a back-up PSAP at a location chosen by the County. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first served basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff's Operations Center at 248.858.4954.

4. **PUBLIC BODY RESPONSIBILITIES.**

4.1. **Provision of Remote System.** The Public Body shall be responsible to purchase and pay for the Remote System for the operation of its PSAP. The Remote System shall be purchased from the provider selected by the County. All Remote System connected and running over the ESInet shall be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.

4.2. **Building Access.** The Public Body shall provide building access to the County and/or its contractors to allow for the construction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A.

4.3. **Maintenance and Repair of Remote System.** The Public Body shall be responsible for the maintenance, repair, and updating of the Remote System and the costs associated therein.

4.4. **Additional Responsibilities.** The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote System.

4.5. **Administrative Telephone Lines.** Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CHS and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.

4.6. **Notification of Additional Purchases.** Thirty (30) days prior to the purchase of Remote System or components thereof, the Public Body shall give written notice to the County's Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote System over the ESInet and to provide support for the host/remote configuration.

4.7. **Updates to 9-1-1 Related Information.** Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geo-files, and required GIS datasets.

4.8. **Fees for NG 9-1-1 System.** The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the NG 9-1-1 System.

4.9. **Owner of Data.** Public Body is the owner of all data provided by Public Body.

4.10. **No Interference or Disruption.** Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the NG 9-1-1 System, the CHS, the provision of 9-1-1 Services, and the County 9-1-1 System.

5. **Operational Workflow Management Procedure/Points of Contact.**

5.1. **Operational Workflow Management Procedure.** The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure") created by the County. This Procedure sets forth the process of how the County, its contractors, and the Public Body will approach and conduct security management, incident management,

problem management, and change management related to the NG 9-1-1 System and the CHS. Upon execution of this Agreement, the County will provide the Public Body's Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.

5.2. **Points of Contact.** The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.

6. **PAYMENTS.**

6.1. **Additional Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or NG 9-1-1 System provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

6.2. **Failure to Pay.** If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

6.3. **Interest Charge.** If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

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

7. **ASSURANCES.**

7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.

7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

7.4. **Costs, Fines, and Fees for Misuse.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.

7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

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

7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.

7.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

7.9. **9-1-1 Services "As Is".** THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.10. **No Warranty for 9-1-1 Services.** County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.

7.11. **Downloaded Material or Data.** Any material or data downloaded or otherwise obtained through the use of the NG 9-1-1 System is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **DISPUTE RESOLUTION.** All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

9. **TERMINATION OR CANCELLATION OF AGREEMENT.**

9.1. **Termination of Agreement and Exhibits.** Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.

9.2. **Effective Date of Termination or Cancellation.** The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.

10. **SUSPENSION OF SERVICES.**

10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

10.2. Upon submission of a written plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.

10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.

10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.

11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.

13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right

or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

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

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

16. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

18. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

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

    19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.

    19.2. If Notice is sent to Public Body, it shall be addressed to: **«Contract_Contact», «Public_Body», «Street_Address» «City», «State» «Zip_Code»**.

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

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

21. **ENTIRE AGREEMENT**.

21.1. **Entire Agreement.** Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the NG 9-1-1 System and the CHS. This Agreement supersedes all other oral or written agreements between the Parties regarding the NG 9-1-1 System and the CHS; specifically the "Public Safety Answering Point Agreement" entered into between the County and the Public Body, which was approved by Oakland County Board of Commissioners Resolution Number 16206, is terminated and superseded by this Agreement.

21.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Debbie Jones, Maor, acknowledges she is authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED: _____ DATE:_____
Debbie Jones, Mayor

WITNESSED:_____ DATE:_____
Nik Banda, City Manager

PUBLIC BODY AGREEMENT ADMINISTRATOR

_____ DATE:_____

IN WITNESS WHEREOF, David T. Woodward, Chair, Oakland County Board of Commissioners, acknowledges he is authorized to execute this Agreement on behalf of Oakland County and accepts and binds Oakland County to its terms and conditions.

EXECUTED: _____ DATE: _____
David T. Woodward, Chair
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners

City of Rochester

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

MEMORANDUM

Date: September 14, 2026
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Nick Schaefer, Director of Public Works
Subject: 2026 Tri-Party Program – Runyon Rd. & Dequindre Rd Right Turn Lane

Anticipated Budget Impact: $94,942 GL# 202-451.000-805.057

Issue: Runyon Road experiences significant traffic backups at the intersection at Dequindre Road during peak hours. Tri-Party funding has been approved to complete construction of a right turn lane and bid numbers have been received.

Analysis: The Oakland County Board of Commissioners approved a Tri-party budget of $2.0 million for FY2026 which created a $6.0 million program. $3.0 million is designated for townships and $3.0 million is designated for cities and villages.

City staff presented the project to City Council on April 27, 2026, and received approval to proceed. Approval in April included a budgetary project cost estimate of $272,795 including a 10% contingency. The city's share as approved was $90,932. The project was approved by the Oakland County Road Commission board and the Oakland County Board of Commissioners in June of 2026. The project has since been designed and competitively bid.

The city and its engineering firm AEW plan to act as the general contractor to provide cost savings for the project. Hutch Paving Inc. is the lowest responsive bidder for asphalt scope, L. Anthony Construction is the lowest responsive bidder for concrete scope, Superior Excavating is the lowest responsive bidder for sewer scope, and Zimmerman and Sons Electric are the lowest responsive bidder for electrical scope.

The project as bid is $380,553. Tri-Party terms as approved state that any cost overages between the estimate/project approval phase and post-bidding phase are the local community's responsibility.

Letica Dr was recently resurfaced and came in under budget by $12,815, which can be reallocated to the Runyon Road project.

City staff are seeking approval to allocate an additional $94,942 from major roads to the project. The city is still receiving $181,862 in funding for the project from Oakland County and the Oakland County Road Commission.

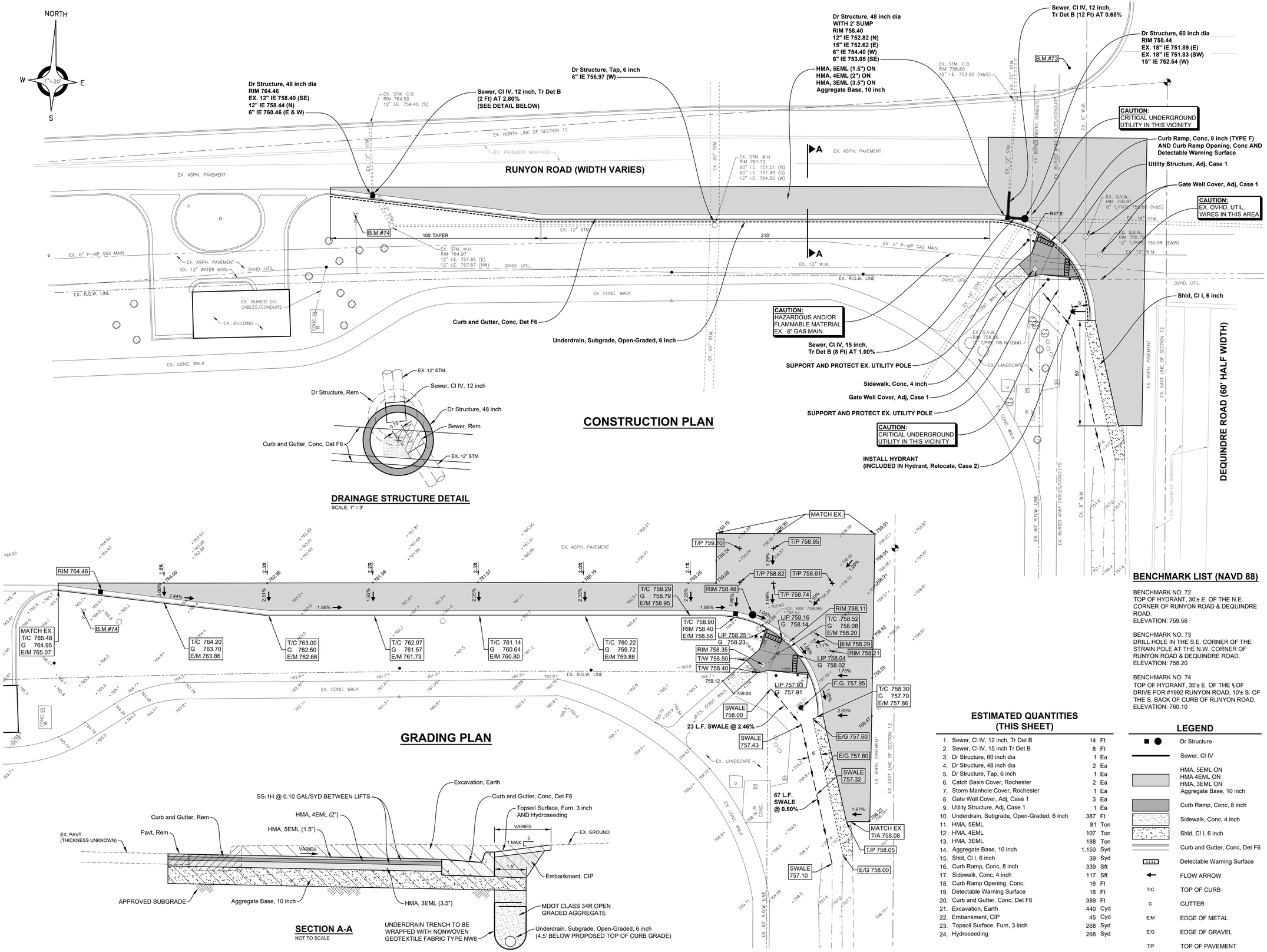
Requested Action: Approve the project for $380,552 including a 10% contingency and approve allocating an additional $94,942 from major roads to the project.

Attachments:

(1) 2026 Tri-Party Program Agreement
(2) Project Estimate
(3) Construction Drawing

ROCHESTER
Where you live.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Cost
1	Pavt, Rem	435	Syd	$11.18	$4,863.30
2	Curb and Gutter, Rem	399	Ft	$ 22.00	$ 8,778.00
3	Curb, Rem	8	Ft	$ 22.00	$ 176.00
4	Sidewalk, Rem	75	Syd	$ 9.00	$ 675.00
5	Dr Structure, Rem	3	Ea	$ 1,000.00	$ 3,000.00
6	Sewer, Rem, Less than 24 inch	17	Ft	$ 50.00	$ 850.00
7	Hydrant, Relocate, Case 2	1	Ea	$10,000.00	$ 10,000.00
8	Sewer, Cl IV, 12 inch, Tr Det B	14	Ft	$ 200.00	$ 2,800.00
9	Sewer, Cl IV, 15 inch, Tr Det B	8	Ft	$ 205.00	$ 1,640.00
10	Dr Structure, 60 inch dia	1	Ea	$10,000.00	$ 10,000.00
11	Dr Structure, 48 inch, dia	2	Ea	$ 7,500.00	$ 15,000.00
12	Dr Structure, Tap, 6 inch	1	Ea	$ 750.00	$ 750.00
13	Catch Basin Cover, Rochester	2	Ea	$ 750.00	$ 1,500.00
14	Storm manhole Cover, Rochester	1	Ea	$ 700.00	$ 700.00
15	Gate Well Cover, Adj, Case 1	3	Ea	$ 1,000.00	$ 3,000.00
16	Utility Structure, Adj, Case 1	1	Ea	$ 1,200.00	$ 1,200.00
17	Underdrain, Subgrade, open-Graded. 6 inch	387	Ft	$ 20.00	$ 7,740.00
18	HMA, 5EML	81	Ton	$135.00	$ 10,935.00
19	HMA, 4EML	107	Ton	$163.00	$17,441.00
20	HMA, 3EML	188	Ton	$153.00	$28,764.00
21	Aggregate base, 10 inch	1,150	Syd	$41.45	$ 47,667.50
22	Shld, Cl I, 6inch	39	Syd	$28.25	$ 1,101.75
23	Curb Ramp, Conc, 8 inch	339	Sft	$ 15.00	$ 5,085.00
24	Sidewalk, Conc, 4 inch	117	Sft	$ 12.00	$ 1,404.00
25	Curb Ramp Opening, Conc,	16	Ft	$ 35.00	$ 560.00
26	Detectable Warning Surface	16	Ft	$ 50.00	$ 800.00
27	Curb and gutter, Conc, Det F6	389	Ft	$ 60.00	$ 23,340.00
28	Excavation, Earth	440	Cyd	$45.00	$ 19,800.00
29	Embankment, CIP	45	Cyd	$50.00	$2,250.00
30	Topsoil Surface, Furn, 3 inch	268	Syd	$15.00	$4,020.00
31	Hydroseeding	268	Syd	$15.00	$4,020.00
32	Pavt Mrkg, Polyurea, 4 inch, White	224	Ft	$11.50	$ 2,576.00
33	Pavt Mrkg, Polyurea, 4 inch, Yellow	38	Ft	$11.50	$ 437.00
34	Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	2	Ea	$315.00	$630.00
35	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	40	Ft	$25.00	$1,000.00
36	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	282	Ft	$7.50	$2,115.00
37	Sign, Type IIIB	16.25	Sft	$35.00	$568.75
38	Post, Steel, 3 Pound	42	Ft	$15.00	$630.00
39	Rem Spec Mrkg	67	Sft	$30.00	$2,010.00
40	Pushbutton, Rem	2	Ea	$ 400.00	$ 800.00
41	Pushbutton, Support Post, Rem, RCOC	2	Ea	$ 400.00	$ 800.00
42	TS, Span, Wire Mtd, Rem	1	Ea	$ 400.00	$ 400.00
43	Pushbutton Support Post, RCOC	2	Ea	$ 2,200.00	$ 4,400.00
44	Pushbutton and Sign	2	Ea	$ 1,200.00	$ 2,400.00
45	TS, One Way Span Wire Mtd, Five Sect (LED)	1	Ea	$ 3,175.00	$ 3,175.00
46	TS, Backplate	1	Ea	$ 400.00	$ 400.00
47	Hh, Adj	1	Ea	$ 500.00	$ 500.00
48	Traf Loop	4	Ea	$ 2,850.00	$ 11,400.00
49	TS Head, Adj	1	Ea	$ 1,200.00	$ 1,200.00
50	Conduit, DB, 1,3 inch	34	Ft	$ 30.00	$ 1,020.00
51	Conduit, DB, 1,1 1/4 inch	34	Ft	$ 20.00	$ 680.00
52	TS Face, bag	6	Ea	$ 500.00	$ 3,000.00
53	TS Face, Bag, Rem	6	Ea	$ 400.00	$ 2,400.00
54	Erosion Control, inlet protection, Fabric Drop	3	Ea	$ 85.00	$ 255.00
55	Erosion Control, Silt Fence	330	Ft	$ 2.50	$ 825.00
56	Soil Erosion and Sedimentation Control	1	Ls	$1,250.00	$1,250.00
57	Traffic Control	1	Ls	$7,000.00	$7,000.00
58	Final Cleanup and restoration	1	Ls	$ 1,000.00	$ 1,000.00
Total Cost					**$292,732.30**
	Contingency (10%):				$29,273.23
	Design and Construction Engineering (20%):				$58,546.46
	Total Estimated Project Cost:				**$380,551.99**



ESTIMATED QUANTITIES (THIS SHEET)

1.	Sewer, Cl IV, 12 inch, Tr Det B	14	Ft
2.	Sewer, Cl IV, 15 inch Tr Det B	8	Ft
3.	Dr Structure, 60 inch dia	1	Ea
4.	Dr Structure, 48 inch dia	2	Ea
5.	Dr Structure, Tap, 6 inch	1	Ea
6.	Catch Basin Cover, Rochester	2	Ea
7.	Storm Manhole Cover, Rochester	1	Ea
8.	Gate Well Cover, Adj, Case 1	3	Ea
9.	Utility Structure, Adj, Case 1	1	Ea
10.	Underdrain, Subgrade, Open-Graded, 6 inch	387	Ft
11.	HMA, 5EML	81	Ton
12.	HMA, 4EML	107	Ton
13.	HMA, 3EML	188	Ton
14.	Aggregate Base, 10 inch	1,150	Syd
15.	Shld, Cl I, 6 inch	39	Syd
16.	Curb Ramp, Conc, 8 inch	339	Sft
17.	Sidewalk, Conc, 4 inch	117	Sft
18.	Curb Ramp Opening, Conc,	16	Ft
19.	Detectable Warning Surface	16	Ft
20.	Curb and Gutter, Conc, Det F6	389	Ft
21.	Excavation, Earth	440	Cyd
22.	Embankment, CIP	45	Cyd
23.	Topsoil Surface, Furn, 3 inch	268	Syd
24.	Hydroseeding	268	Syd

LEGEND

- Dr Structure
- Sewer, Cl IV
- HMA, 5EML ON / HMA 4EML ON / HMA, 3EML ON / Aggregate Base, 10 inch
- Curb Ramp, Conc, 8 inch
- Sidewalk, Conc, 4 inch
- Shld, Cl I, 6 inch
- Curb and Gutter, Conc, Det F6
- Detectable Warning Surface
- FLOW ARROW
- T/C TOP OF CURB
- G GUTTER
- E/M EDGE OF METAL
- E/G EDGE OF GRAVEL
- T/P TOP OF PAVEMENT

BENCHMARK LIST (NAVD 88)

BENCHMARK NO. 72
TOP OF HYDRANT, 30'± E. OF THE N.E. CORNER OF RUNYON ROAD & DEQUINDRE ROAD.
ELEVATION: 759.56

BENCHMARK NO. 73
DRILL HOLE IN THE S.E. CORNER OF THE STRAIN POLE AT THE N.W. CORNER OF RUNYON ROAD & DEQUINDRE ROAD.
ELEVATION: 758.20

BENCHMARK NO. 74
TOP OF HYDRANT, 35'± E. OF THE ℄OF DRIVE FOR #1992 RUNYON ROAD, 10'± S. OF THE S. BACK OF CURB OF RUNYON ROAD.
ELEVATION: 760.10

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

DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

RUNYON ROAD RIGHT TURN LANE ADDITION

SHEET TITLE:

CONSTRUCTION AND GRADING PLAN

CLIENT:

CITY OF ROCHESTER

PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY:	DESIGNED BY:
N. CALLAHAN	
CHECKED BY:	DATE:
A. PUTROS	AUGUST 2026

SCALE: 1" = 20'
0 10 20 40

Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.

0270-0224

M:\0270\0270-0224\CAD\DRAWINGS\CONSTRUCTION\CIVIL\01_CONST.DWG
03_Const--8/5/2026 9:00:45 AM

SHEET NO.

3

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City of Rochester

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

MEMORANDUM

Date: September 8, 2026

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Sustainability Committee

Copies: Brian D'Annunzio, Megan Frazho, Holly Meyers

Issue: Consideration of a request to formalize Sustainability Committee

Analysis: The City recently formed a Council sub-committee called the Sustainability Committee, which I believe consists of 3 Councilmembers. It is my understanding that the Committee is seeking to expand beyond Councilmembers and officially appoint citizens to the Committee as well.

Such a Committee should be officially established by the Mayor, if not done already. Such an action should include the size of the board and determine how many Councilmembers and non-Councilmembers could be on the Committee, and address the scope of what the Committee's role is. I know that a group has already met, but it would be advisable to officially approve the creation and details of the Committee. Once established, it would be good to publicly request that citizens who may be interested in being on the Committee to express their interest to the City Clerk's office. At a future meeting, Council would appoint members of the public to the Committee. This is the process that Council is going through with the Health and Wellness Committee as well.

Requested Action: To officially consider and establish the Sustainability Committee, appoint Councilmembers (if not already done so officially), and direct administration to advertise Committee openings to the public with such appointments to be made at a future meeting.

Attachments: None

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City of Rochester

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

MEMORANDUM

Date: September 14th, 2026
To: Mayor Jones and Council Members
From: Nicholas Schaefer, Director of Public Works
Jason Dickinson, Superintendent DPW

Subject: Engineering Services Water Tower Rehabilitation Project

Budget Impact: FYE 2026/2027 Water Tower Improvements 488-900.000-972.011

Issue: Water Tower full rehab of interior and exterior painting and electrical upgrades.

Analysis: The City Staff would like to continue to work with Dixon Engineering on the rehab project for the City's storage tank. Dixon has provided excellent work and knowledge for decades in maintaining our water tower. This proposal is to generate the specs, bid process and field supervision for this project. Public works Department highly recommends Dixon Engineering and Tom Rounds our project manager to spec, design, and see this project through. Proposal if approved will go out for bid this year for work to be performed in fall of 2027.

Requested Action: The Department of Public Works is requesting City Council to approve the engineering proposal from Dixon Engineering in the amount of $115,900.

Attachment(s): (1) Engineering Proposal

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DIXON ENGINEERING, INC.

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

August 20, 2026

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

Subject: Rehabilitation Services

Dear Mr. Schafer,

Enclosed is the rehabilitation proposal for the 750,000 gallon toroellipse water storage tank.

Our proposal is divided into a Cover Page, signature page, Exhibits, A, C, E, GP, and IR, and fee page. Exhibit A details our services. Exhibit C contains the basis of fees, invoicing, and payment matters and Attachment C-1 includes the fee rates and a breakdown of fee for services provided in this agreement. Exhibit E is the electronic documents protocol. Exhibit GP is general provisions for the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (517) 202-5602.

FOR DIXON ENGINEERING, INC.,



Thomas Rounds
Project Manager

Enclosure

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[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

DIXON ENGINEERING, INC.

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Rochester, Michigan** ("Owner/Client") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner/Client") and ("DIXON") have executed this Agreement. The Owner's/Client's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 3 (Bidding), Phase 4 (Construction), and Phase 5 (Post-Construction) services for the 750,000 Gallon Toroellipse (722 Parkdale Road)** ("Project") and DIXON's services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **$115,900**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Thomas Rounds, Project Manager — August 20, 2026
PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
Co-SIGNATURE of Contract (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Nick Schaefer	Designated Person: Thomas Rounds
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
City of Rochester	Dixon Engineering, Inc.
1141 N Wilcox	1104 Third Avenue
Rochester, MI 48307	Lake Odessa, MI 48849
Email: nschaefer@rochester.org	Email: tomrounds@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

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Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A

B. Resident Project Representative (RPR): EXHIBIT A

1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.

C. Antenna Services: EXHIBIT B

1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.

D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.

B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.

B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services

D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

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shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   2. EXHIBIT C, Attachments C-1, and C-2.
   3. EXHIBIT E, Electronic Documents Protocol (EDP).
   4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT A, DIXON's Services and Client's Responsibilities
   2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
   3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6-Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

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A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

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DIXON's SERVICES

A1.02 PHASE 2 Design Phase – Technical Specifications:

A. Basic Services
   1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Client.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Coating specific modifications to General Conditions of Construction Contract.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
      d. Or when Client supplies General Conditions DIXON shall supply and Client shall use Additions to General Conditions pertinent to coating project.
   3. Advise Client of additional reports, data, information, or services, and assist Client in obtaining such reports, data, information, or services.
   4. Furnish two review copies of the Design Phase documents, to Client, and review them with Owner.
   5. After receipt, Client shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Visit the Site as needed to finalize the Design Phase documents.
   7. In response to Client's comments, as appropriate, make revisions and furnish to Client one electronic copy of the revised Design Phase documents.
   8. If antennas may interfere or add costs to the Project a review of EXHIBIT B, Antennas is required. These services are available from DIXON or can be completed by the Owner or Engineer. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of EXHIBIT B services be well defined between DIXON, Engineer, and Owner as project delays may result.
   9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Client the revised Design Phase Documents. If plans require no revisions, then after Client's review.

B. Client's Responsibilities for Technical Specifications Phase
   1. In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide DIXON with relevant criteria and information as to Owner's and Engineer's requirements for the Project, including design objectives and constraints, all design and construction standards, standard forms, conditions, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, that is reasonably available to Client and pertinent to those portions of the Project or specialized professional services assigned to DIXON. Including but not limited to reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. DRR Services – No services in this phase

A1.03 PHASE 3 Bidding and Contract Document:

A. DIXON's Basic Services - during Bidding Phase:
   1. After receiving authorization from the Client to proceed with the Bidding Phase, DIXON will provide all following or requested services, with primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional

specialization, and with respect to the portions of the work that DIXON has designed or specified.

2. Provide technical criteria and file applications for permits from or for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
3. After consultation with Client, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Client, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
4. Prepare and submit to Client for compliance with local state and municipal requirements:
   a. Section 00 00 30 Notice to Bidders.
   b. Section 00 00 40 Project Summary.
   c. Section 00 21 13 Instructions to Bidders.
   d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700.
   e. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
   f. Section 00 54 00 Schedule of Values Form.
   g. Section 00 72 00 General Conditions.
   h. Section 00 73 00 Supplemental Conditions.
   i. Section 00 91 17 Additions to General Conditions.
5. Furnish for review by Client, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Client. The Client shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
6. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Client, as appropriate, and submit one electronic copy of such documents to Client.
7. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
8. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Construction Document Fees -charges to Bidders/Contractors- will be retained as a printing, handling, and/or shipping fee.
9. Send specifications to selected Builders Exchanges and Dodge Reports.
10. Address all questions, written or verbal response, concerning the Project that are submitted to DIXON by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Engineer.
12. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
13. After concurrence by Client issue Notice of Award to recommended Bidder.
14. Review bonds and insurance submitted as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant for legality and compliance with required indemnification, subrogation, and other integral clauses.

15. Furnish Client and Contractor the Contract Documents for signatures and distribution.
16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
17. The submittal by Contractor of a Coating List of Substitutions is not recommended and if permitted, fees of DIXON for review will be an Additional Service.
18. The Bidding and Contract Documents Phase will be considered complete upon commencement of the Construction Phase or upon issuance of Notice to Proceed.

B. Client's Responsibilities for Bidding and contract Document Phase – In coordination with Prime - In addition to other responsibilities of Client as set forth in this Agreement, Client shall:
   1. Perform all non itemized, but essential services not delegated to DIXON above
   2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications. The method of advertising is to be determined by the Client
   3. Provide a place for the Bid Opening and open the Bids received.
   4. Review Payment, Performance, and Maintenance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
   5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed.
   6. Authorize DIXON to provide Additional Services as set forth in Part 2 of Exhibit A, if necessary.
   7. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

C. DRR Services – No services in this phase

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:
   1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
      a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
      b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
      c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
      d. Review Contractor's Pay Requests.
      e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
      f. Prepare Substantial Completion and other Construction documents.
   2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
   3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Client should consider accepting such Work as provided in the Construction Contract Documents.

4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Points - General
   a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
   b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
   c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
   d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
   a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
   a. Review abrasive and coating materials for approved manufactures.
   b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
   d. Review coating mixing, thinning, and manufacturer's application requirements.
   e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
   f. Observe wet interior using high/low voltage holiday detection.
   g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   d. Collect spent abrasive for sampling and testing.
   e. Abrasive blast cleaning prior to application of the prime coat.
   f. Prime coat prior to application of the next coat.
   g. Intermediate coat prior to application of the stripe or topcoat.
   h. Stripe coat prior to application of the topcoat.
   i. Topcoat for compliance with specifications.

7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   c. Abrasive blast cleaning prior to primer application.
   d. Prime coat prior to application of the epoxy intermediate coat.
   e. Stripe coat prior to application of the topcoat.
   f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   g. Intermediate coat prior to application of the topcoat.
   h. Topcoat for compliance with specifications.
   i. Check foundations coating for compliance with specifications.
   j. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. LPWC for thoroughness and compliance with specifications.
   b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
   c. Abrasive blast cleaning prior to application of the prime coat.
   d. Prime coat prior to application of the intermediate coat.
   e. Intermediate coat prior to application of the stripe or topcoat.
   f. Stripe coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
   h. Lighting observations
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
   a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
   b. Abrasive blast cleaning prior to application of the prime coat.
   c. Prime coat prior to application of the stripe or topcoat.
   d. Stripe coat prior to application of the topcoat.
   e. Topcoat for compliance with specifications.
10. Hold Point Cathodic Protection - Observe, Record, Report, and:
   a. Cathodic protection repair/installation work for specification compliance.
11. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Complete observation of immediate neighbors from air for any possible roof damage.
   d. Observe the installation of screens, light bulbs, etc.
   e. Observe Site for restoration to pre-project conditions.
   f. Formulate a punch list of items to complete.
   g. Create a second punch list if needed before finalization.
   h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.

2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:
   1. One Year Warranty Observation - ROV and Exterior:
      a. Review all steel and/or concrete repairs completed during Construction Phase.
      b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
      c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
      d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
      e. Review all exterior appurtenances for damage due to corrosion or construction.
      f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
      g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.

B. Post Construction Phase – RPR Services
   1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:
   1. Warranty Observation - ROV Observation:
      a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
      b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

A. Standard Hourly Rate (SHR) Method:
   1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
      a. Overtime rates apply to over 40 hours worked between Monday and Friday.
      b. Overtime rates apply for all hours worked on weekends and holidays.
      c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
   2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
      a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
   3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
      a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
         1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
         2) The estimator then calculates Reimbursable Expenses based on the same criteria.
         3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
B. The Lump Sum Method:
   1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
   2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.

C. The Unit Price Method:
   1. Reimbursable expenses are calculated and included in Unit Prices.
   2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.

D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.

E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.

F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.

B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.

E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in EX C Attachment 1.

B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
   1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
      a. Excessive submittal review,
      b. Excessive evaluations of proposed substitutes,
      c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
      d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
   1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
   2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
   3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule

B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.

B. Invoices are due and payable within 30 days of receipt.

C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.

D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.

E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.

F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.

G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:

1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

A. Minimum Hourly and Weekly requirements.
    1. Daily RPR Services -8 hours per day plus travel time and mileage.
    2. Full Time RPR Services:
        a. Minimum workday - 8 hours.
        b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
        c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
        d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
        e. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **One Hundred, Fifteen Thousand, Nine Hundred Dollars, $115,900** and summarized as follows:

Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02- Technical Specifications			$6,000	Lump Sum
A1.03- Bidding & Contract Documents			$1,000	Lump Sum
A1.03- Bid Opening Meeting	1	$1,500	$1,500	Unit Price
A1.04- Preconstruction Meeting	1	$1,500	$1,500	Unit Price
A1.04- Progress Meeting	6	$1,250	$7,500	Unit Price
A1.04- PA, Basic, & Other Defined Services			$2,500	Lump Sum
A1.04- Cathodic Protection Installation	1	$1,350	$1,350	Unit Price
A1.04- RPR Weld Observation	1	$1,350	$1,350	Unit Price
A1.04- RPR Coating Observation	64	$1,350	$86,400	Unit Price
A1.04- RPR Coating Observation- Senior Staff	2	$1,500	$3,000	Unit Price
A1.05- Warranty Observation			$3,800	Lump Sum
		TOTAL:	$115,900	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$515.00	
Officer/Associate	$215.00	
Project Manager	$200.00-$225.00	$300.00-$338.00
Engineer	$225.00-$265.00	$338.00-$398.00
CWI Welding RPR	$220.00-$245.00	$330.00-$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$152.00-$205.00	$228.00-$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$138.00-$178.00	$207.00-$267.00
DIXON Level 1 or AMPP General Level 1 RPR	$128.00-$158.00	$192.00-$237.00
Contract Support Staff	$158.00-$200.00	$237.00-$300.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging & Meals	$195.00 per diem	$195.00 per diem
Meals Only	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)

Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$530.00	
Officer/Associate	$220.00	
Project Manager	$208.00-$232.00	$312.00-$348.00
Engineer	$232.00-$276.00	$348.00-$414.00
CWI Welding RPR	$228.00-$256.00	$342.00-$384.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$156.00-$212.00	$234.00-$318.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$144.00-$184.00	$216.00-$276.00
DIXON Level 1 or AMPP General Level 1 RPR	$132.00-$164.00	$198.00-$246.00
Contract Support Staff	$164.00-$208.00	$246.00-$312.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging & Meals	$205.00 per diem	$205.00 per diem
Meals Only	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2027 (Revised: 8/03/2026)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
   1. Basic Requirements
      a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
      b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
      c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
      d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
      e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
   2. System Infrastructure for Electronic Document Exchange
      a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
      b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
      c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.

B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.

Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.

C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.

D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.

E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

A. DIXON's Services and Additional Services do not include:

1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or

market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
   1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
   2. DIXON grants Client a limited license to use the Documents on the Specific Project.
   3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:

1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
5. DIXON shall keep Client informed of the progress of the Work.

B. The purpose of DIXON's visits to the Site including efforts of DRR,
   1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
   2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.

C. DIXON shall not during such visits or as a result of such observations of the Work,
   1. supervise, direct, or have control over the Work,
   2. nor shall DIXON have authority over or responsibility,
      a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
      b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
      c. for the coordination of the Contractors' work or schedules, nor
      d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
      e. for the acts or omissions of any Contractor
      f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.

D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.

E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:
   1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
   2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "Undisclosed" Constituents of Concern.
   3. "Known" Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered "Known" CC.

C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.

D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.

E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.

F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
   a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.

B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON: Upon seven days written notice:
      a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
      b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
      c. as the result of the presence at the Site of undisclosed Constituents of Concern.
   3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.

D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.

E. DIXON shall have no liability to the Owner or Client, on account of such termination.

F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.

G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of

termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.

B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	Statutory
b. Employer's Liability –	
1) Bodily injury, each Accident:	$1,000,000
2) Bodily injury by disease, each employee:	$1,000,000
3) Bodily injury/disease, aggregate:	$1,000,000
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	$1,000,000
2) General Aggregate:	$2,000,000
d. Excess or Umbrella Liability –	
1) Per Occurrence:	$2,000,000
2) General Aggregate	$2,000,000
e. Automobile Liability – Combined Single Limit	$1,000,000
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	$2,000,000
2) Annual Aggregate	$2,000,000

IR1.02 Insurance Requirements

A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.

B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.

B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:

1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.

B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, though, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided by Client with respect to

Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed $25,000.

IR2.03 Mutual Waiver

A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



Existing



Proposed

City of Rochester

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

To: Honorable Mayor and City Council

From: Jeremy Peckens, Planning and Zoning Administrator

Date: 9/10/2026

RE: Special Project – 118 W. 3rd St.

The proposed special project located at **118 W. Third Street** has received approval from the Planning Commission for an office use on the first floor with an upper story apartment. The next step in the review process is for the City Council to schedule and conduct a public hearing on the proposal.

The public hearing will provide an opportunity for neighboring property owners, residents, and other interested parties to review the proposal and provide comments before the City Council considers final action on the project. Scheduling the hearing will also allow the City to issue the required public notices in accordance with Michigan Planning and Enabling Act.

Staff recommends that the City Council set the public hearing for an upcoming meeting date that provides sufficient time to complete the required notice.

Recommended Motion

Move to schedule a public hearing for the proposed special project located at 118 W. Third Street for next available city council meeting and direct staff to publish and distribute the required notices.

Jeremy Peckens, MPA
Planning & Zoning Administrator

ROCHESTER
Where you live.

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Website: www.rochestermi.org

ROCHESTER
Where you live.

MCKENNA

September 1, 2026

Planning Commission
City of Rochester
400 Sixth Street
Rochester, MI 48307

Subject: **118 W. Third Street; Special Project and Site Plan Review;** Site Plan and Project Narrative received August 18, 2026.

Dear Commissioners:

At the City's request we have reviewed a proposal submitted by 118 W 3rd Street LLC proposing an adaptive reuse of the house at 118 W. Third Street. The site is located on the north side of Third Street between Walnut Boulevard and S. Main Street and falls within the CBD Central Business District zoning district and Special Projects Boundary. The applicant appeared before the Planning Commission on August 5, 2026 for a preliminary review. At that time, the project was approved to be set for a public hearing.

The existing building is a three-story Craftsman-style house that most recently operated for several decades as a tea house before closing. The proposed reuse includes office space on the ground floor with a two-bedroom residential apartment comprising the upper floors. The basement will be used for storage. Offices are permitted by-right in the CBD; upper-story apartments are permitted as a special exception use in the CBD, subject to the standards of Section 2111. Given the absence of specific adaptive reuse standards in the Zoning Ordinance, this application will follow the special project review process, which per Section 2115, allows an applicant to seek special project approval from the Planning Commission to facilitate the development of a project on a site, in an innovative manner which cannot be accomplished by a strict application of the regulations of the Zoning Ordinance. A request for special projects approval grants the Planning Commission flexibility and discretionary approval authority for a site plan and alleviates design and landscaping standards that may otherwise be brought into consideration.

An evaluation of the project for a "sustainability score" is attached here. This evaluation has been provided to document consistency with the prescribed Special Project review process. However, it has also been previously documented that this review process places limitations on plans that are located on small parcels and/or that reuse an existing structure, both of which apply to this proposed project. Therefore, the review has provided explanation of the criteria in relation to this project.

COMMENTS

Article 27, Section 2701 of the Zoning Ordinance, outlines the requirements for site plan review. We offer the following comments for your consideration:

1. **Consistency with the Master Plan.** As stated in the project narrative provided by the applicant, this project advances several of the Master Plan's central themes, including providing a variety of housing types, preservation of Rochester's existing character, and rehabilitation of an underutilized building in the downtown. The Future Land Use Map designates the parcel as, "Downtown Interface," outside of the "Downtown Core," and intended to bridge the gap between the dense downtown and the neighboring residential uses.

2. **Use.** The proposed use is an office space on the ground floor with a two-bedroom residential apartment on the upper floors. Offices are permitted by-right in the CBD; upper-story apartments are permitted as

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a special exception use in the CBD, subject to the standards of Section 2111. The proposed upper-story apartment meets the prescribed standards. Given that this is a special project, the upper-story apartments do not require a separate approval of the special exception.

3. **Dimensional Standards.** The structure meets all dimensional standards for the underlying zoning of CBD.

4. **Architecture.** The intent of this project is to maintain the existing building, preserving the existing character, façade, and design features. This is consistent with the character of the surrounding area, although deviates from design goals for the CBD zoning district (Section 2118). The special project review has been implemented to help facilitate this preservation.

5. **Parking.** The development provides 10 parking spaces (one labeled barrier-free) on the side and rear of the property. This exceeds the requirement for the desired use. Three spaces are required for the first-floor office space and 2 are required for the two-bedroom, upper-story apartment.

6. **Access and Circulation.** An Access and Circulation plan has been provided for the property. The maneuvering lane along the angled parking off of Third Street is only 13'6" wide. The ordinance requires maneuvering lanes of less than 15' to be designated for one-way traffic only. Based on images of the site, it appears that the marking does exist, but should be updated for clarity.

7. **Landscape Plan.** The applicant intends to maintain the existing greenspace on the site, while refreshing plantings in a way that is consistent with the surrounding character of the neighborhood.

8. **Utilities Plan.** A description of utilities and waste management for the site are addressed by the applicant narrative.

9. **Lighting.** An updated photometric plan has been provided and lighting on the property now complies with the minimum and maximum footcandles allowed for each lighting type, by land use, as defined by Section 2306 of the Ordinance. The proposed lighting fixtures are downward facing and comply with all relevant standards.

10. **Impact.** The proposed use will have minimal impact on the surrounding area. As a structure that previously housed a commercial use, the proposed use will actually reduce the intensity of use on the site and vehicle trips produced by the site, and serve as an appropriate transition between the core downtown and the neighboring residential uses.

11. **Signage.** No signage is proposed at this time. Any additional signage proposed will require administrative approval from the City's Planning Staff.

12. **Special Project Consideration.** Site plan approval of the proposed project shall be conditioned on the applicant receiving special project approval from city council.

    Given the existing designation as a special project site in the Master Plan, it is clear that the flexibility provided by this boundary has already been deemed appropriate for this parcel and consistent with larger goals for the City. Due to the character of the proposed project as a small facility that is reusing the existing structure, it is difficult for the project to receive a high sustainability score, which has previously been experienced by other similar projects. Therefore, the score given

in this case should be used to review the areas in which the proposed project is able to contribute to the overall sustainability goals of the City, despite being a small development. Overall, the proposed development brings low-impact activity appropriate to the area, reinvesting in a property that is consistent with larger goals for land use as well as maintenance of existing character in the area.

RECOMMENDATION

This parcel was identified as part of the special project boundary in the Master Plan given its unique location at the edge of the Central Business District. The proposed land use is consistent with uses in the area. While the maintenance of the existing structure deviates from current design standards for the CBD, it is consistent with larger goals in the City, as well as the intent of the Downtown Interface Future Land Use Map designation. Given the relative sustainability score received and the overall consistency with the Master Plan's goals for the area, we recommend that the Planning Commission recommend to the City Council consideration of special project approval for 118 W. Third Street.

Respectfully
McKENNA



Lori Morgan, AICP
Senior Planner

Cc: Jeremy Peckens
Nik Banda
Jeff Kragt
Rose McKinney

MCKENNA

Project Evaluation Worksheet – 118 W. Third Street

At the City's request, we have reviewed a Project Evaluation Worksheet submitted by 118 W 3rd Street LLC with reference to a proposal to reoccupy the site with office space on the first floor and an upper-story two-bedroom apartment at 118 W. Third Street.

The Evaluation Worksheet consists of 20 Development Components used to determine threshold criterion which will either be met or not met by the project. If the criterion is met, it receives 1 point. There are 20 criteria, with a maximum score of 20 points.

- A score between 0-7 points is not sustainable and does not meet city goals
- A score between 8-14 points indicates the project must further mitigate
- A score between 15-20 points is sustainable and meets city goals

Information specific to the proposed project is included under the column "required information." As a non-residential use within the DDA, the project has been scored based on the points available for a "NON-RES" project "Impacting DDA."

The information provided will be used to determine the proposed development's sustainability score based on its ability to bring the City of Rochester's existing baseline closer to its target.

DEVELOPMENT COMPONENT	INDICATOR	BASELINE	TARGET	REQUIRED INFORMATION		IMPACTING DDA			NOT IMPACTING DDA			SCORE
						MIXED	RES	NON-RES	MIXED	RES	NON-RES	
1. Development Balance	Acres of Parkland, Open Space per 1,000 Residents	24.8 acres/1,000 residents	10% increase of acres per 1,000 residents	Number of units	1 units	1						0
				Acres of usable open space	0 acres							
2. Natural Features Protection	Net Tree Change	Site Specific	15% increase in total number of trees	Existing number of trees	1 tree	1						.5
				Number of trees proposed to be removed	0 trees							
				Number of trees proposed for planting or payment in lieu (in trees replaced, if applicable)	0 trees proposed.							
3. Watershed Health	Development within Flood Hazard Zone	Existing Development within Flood Hazard Zone	0% net increase	Existing building footprint square footage within the flood hazard zone	Completely outside	1						1
				Proposed building footprint square footage within flood hazard zone	Completely outside							
4. Walkability	Intersection Density	20.8 to 192.3 per square mile	10% increase of pedestrian connections	Number of proposed pedestrian connections	0	2						0

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						IMPACTING DDA			NOT IMPACTING DDA			SCORE
						MIXED	RES	NON-RES	MIXED	RES	NON-RES	
5. Traffic	Trip Generation	Site Specific – ITE peak hour trip generation average of adjacent parcel	5% higher trip generation than average of adjacent parcels	ITE existing peak trip generation estimates for each adjacent parcel	Similar to adjacent parcels	1						0
				Estimated ITE peak trip generation estimates for proposed development	Similar to adjacent parcels							
6. Travel Time	Intersection Delay	Site Specific	15% higher peak hour intersection delay	Existing intersection delay	Unchanged.	1						1
				Proposed intersection delay	Unchanged.							
7. Nonmotorized Infrastructure	Nonmotorized Transportation Infrastructure	61 miles	15% increase	Linear feet of proposed nonmotorized infrastructure	0	1.5						0
8. Tax Base Growth	Increase in Taxable Value Per Acre	Average SEV/acre of four surrounding properties	15% above the average adjacent parcels SEV / acre	Average existing SEV/acre of adjacent parcels and development property	No change.	.5						0
				Proposed SEV/acre of development property								
9. Development Impact	Housing Units Per Acre	1 – 5 units	10% increase of block group housing units per acre	Number of units per acre of block group (see report)	1 unit	.5		N/A			N/A	.5
				Number of proposed residential units per acre	1 unit							
10. Pipe Maintenance	Linear Feet of Pipe	Combined Pipe Length – 398,723 linear ft.	2% increase	Proposed linear feet of public pipe	0	.5						0
11. Pipe Condition	Percent of Deficient/Critical Pipes	High Risk Sanitary Pipe – 9,985 linear ft. Water Pipes < than 8 in. (diameter) – 88,207 linear ft.	Sanitary – Reduce 15% Water – Reduce 5%	Proposed linear feet of sanitary pipe replacement	0	.5						0
				Proposed linear feet of water pipe replacement	0							

						IMPACTING DDA			NOT IMPACTING DDA			SCORE
						MIXED	RES	NON-RES	MIXED	RES	NON-RES	
12. System Capacity	Net Change in ERU	At capacity	0% change	Proposed capacity improvement (in ERU) Expected ERU Net ERU	No proposed improvements, but potential decrease to demand.	**.5**						0
13. School Impact	Tax Generated for School District	$ 2,333,461	5% increase	Proposed increase in taxable value	No change.	.5						0
14. Public Safety	Emergency Response Time	Existing Coverage	0% change	Travel distance from Fire Station	No change.	1						1
15. Housing Mix	Number of Multifamily Units	2,144 units	20% increase of total multifamily units	Number of multiple family units	1 unit.	1		N/A				1
16. Housing Affordability	Median Unit Price	$361,735/$861	10% of units at median housing cost	Number of total units Number of units priced at or less than median housing cost (value or rent)	1 1	2		N/A				2
17. Workforce Development	Mixed-Use Percentage within DDA	72% commercial use within DDA	5% increase of commercial within DDA	Percentage of property nonresidential use within the DDA	50%	1						.5
18. Historic Preservation	Compliance with Sight Lines within DDA	Existing skyline	0% change	Sight diagrams	Repurposing existing building will maintain sight lines.	1.5						1.5
19. 5Business Attraction	Number of New Businesses within DDA District	432	5% increase within DDA	Number of tenant spaces within the DDA	1	1.5						1.5
20. Parking Efficiency	Public Parking Provided	1,314 paid parking spots	10% increase	Public parking provided Event parking provided Drop-off space provided	0 0 0	.5						0
					Total Possible Points	**20**						**9.5**

While this project's individual scores can be tallied to a score of 9.5, this overall score should not be used as a final metric given the difficulty for projects that repurpose existing structures on small lots to receive many of the points available. Instead, this score should be used to recognize how many points the parcel was able to earn, despite it disadvantage in the rubric. While the specific proposed project does not increase these elements, it is repurposing a site that already scores well for many of the overall goals of this assessment. This is discussed further in the Site Plan and Special Project Review Letter attached.

PROJECT NARRATIVE

Adaptive Reuse of the Former Victorian Rose Tea House

118 W 3rd St. • Rochester, Michigan 48307

Submitted to the City of Rochester Planning Commission

Applicant / Owner: 118 W 3RD STREET LLC

Property Address: 118 W 3rd St., Rochester, MI 48307

Parcel ID: 15-15-232-005

Zoning District: CBD (Central Business District)

Existing Use: Vacant former restaurant/tea house (originally a single-family residence)

Proposed Use: Office/commercial on the main level; one residential apartment on the upper levels, storage space in the basement.

Date: August 11, 2026

1. Introduction and Request

On behalf of 118 W 3RD STREET LLC, this narrative is submitted in support of site plan and special project approval for the adaptive reuse of the property at 118 W 3rd St. The building is a three-story Craftsman-style house constructed in the early 1900s that most recently operated for nearly three decades as the Victorian Rose Tea House before its closure. We propose to thoughtfully rehabilitate the structure and return it to productive use as an office/commercial establishment on the main level with a single residential apartment on the upper levels and storage space in the basement.

The proposal is modest in scale and consistent with the established character of the block. It requires no demolition of the historic structure, no expansion of the building footprint, and no change to the fundamental residential-scale form that has defined this property for more than a century. Our request is intended to align with the City of Rochester's long-range planning goals while preserving a beloved and historically significant building in the heart of downtown.

2. Property History and Existing Conditions

The structure at 118 W 3rd St. was built in the early 1900s as a single-family residence. In 1995, the home was converted to the Victorian Rose Tea House, and it continued in that use — later as Tonia's Victorian Rose — until its closure. For a generation it served as a gathering place for showers, birthdays, and community events, and it remains a recognizable and cherished landmark within the downtown.

The building retains the form, scale, and many of the architectural details characteristic of its period. Its conversion to commercial use in 1995 demonstrated that the structure can comfortably

accommodate non-residential activity without compromising its residential character or its compatibility with the surrounding streetscape. We intend to build on this proven adaptability.

Current condition. The building as it sits today retains its original charm but suffers from deferred maintenance accumulated over the past several decades. Our intent is to bring new life to the building while celebrating its architectural character and maintaining its contribution to the streetscape. We plan to preserve all existing exterior elements and simply update the exterior with fresh paint. On the interior, we intend to keep as many original architectural elements as possible, build a lobby providing access to both units, and refresh various finishes. We are also upgrading the main level powder room to comply with today's ADA accessibility standards.

3. Zoning Context and Proposed Use

The property is located within Rochester's Central Business District (CBD), the City's downtown core. The CBD is a pedestrian-oriented, mixed-use district that accommodates a range of retail, office, service, civic, and residential uses. The building's proposed combination of ground-floor office/commercial space with residential use on the upper levels is consistent with that established mixed-use character.

Proposed Use

We propose the following two complementary uses within the existing building:

- **Main level —** Office and/or commercial use of an executive, administrative, or professional nature, serving downtown patrons and contributing daytime activity to the 3rd St. block.
- **Upper levels —** One two-bedroom residential apartment, adding a downtown dwelling unit and ensuring the building is occupied and cared for around the clock.
- **Basement —** Storage space for occupants.

This vertical mix of uses — active commercial space at street level with residential above — is a classic downtown development pattern. It places residents within walking distance of shops, restaurants, parks, and services, supports local businesses, and keeps the building in continuous, well-maintained use.

Hours, intensity, and operations. The main level office space is intended to be occupied by 4-6 (maximum) persons during regular business hours, approximately 8:00 a.m. to 5:00 p.m. The apartment is modest in scale, with two bedrooms to support a range of potential occupants, from an individual to a couple or a small family. Both uses are designed to have a low impact on surrounding properties on a day-to-day basis. Trash removal for this property has been handled via the community dumpster located at the northeast corner of the parcel, and we intend to continue this arrangement with future tenants.

4. Consistency with the City's Master Plan and Strategic Vision

The City of Rochester's Master Plan provides the official statement of the community's goals, objectives, and policies for land, buildings, and infrastructure, and the Future Land Use Map expresses the development pattern the community desires. Our proposed adaptive reuse advances

several of the Plan's central themes and the City's broader strategic priorities, including a vibrant and walkable downtown, economic vitality, housing variety, and preservation of community character.

A Vibrant, Pedestrian-Oriented Downtown

Returning a vacant building to active use directly supports the City's long-standing emphasis on a healthy, active downtown. An occupied office/commercial space generates daytime activity and foot traffic on 3rd St., while a resident living above contributes evening and weekend vitality. The project strengthens the pedestrian environment that the City's downtown is designed to promote, without introducing auto-oriented uses or large-format development out of keeping with the block.

Economic Development and Reinvestment

The Master Plan and the City's economic development strategy emphasize a continued focus on a vibrant downtown. By investing private capital to rehabilitate an under-utilized building, the project returns the property to the tax rolls at a higher and more stable value, supports a downtown business and the jobs it provides, and signals continued confidence in Rochester's commercial core. Adaptive reuse of an existing structure is among the most sustainable and fiscally responsible forms of development, leveraging existing infrastructure rather than requiring new construction.

Housing Choice and a Live-Work Downtown

The addition of a residential apartment supports the goal of a diverse downtown housing supply and a true live-work environment. A single, well-integrated dwelling unit introduces a downtown housing option without the scale or density impacts of larger residential development, and it advances the mixed-use vision the City has articulated for its downtown core.

Preservation of Historic Character and Community Identity

Perhaps most significantly, the project preserves an early-1900s building that contributes to the historic and architectural character of downtown Rochester. Rather than demolition or insensitive alteration, we propose to retain the building's residential-scale form and period detailing. This approach is consistent with the City's commitment to protecting historically and culturally significant assets and maintaining the distinctive sense of place that defines downtown Rochester. We welcome coordination with the Rochester-Avon Historical Society and City staff regarding the building's history and any features worth highlighting. Our appreciation for preserving the architectural integrity of historic buildings is evident in our rehabilitation of the property directly to the east (114 W 3rd St.).

5. Site, Parking, and Design Considerations

Building and exterior. Exterior changes will be limited and sympathetic to the building's historic character. All updates will retain the residential scale and existing rooflines. We intend to preserve the original windows and simply paint the exterior siding and trim, and update the front entry door.

Parking and access. Existing parking is to be maintained and exceeds the use requirements for both the office space and the apartment. We will add one ADA-accessible parking space, as the current configuration does not include one on this parcel.

Landscaping and screening. Existing landscaping is intended to be refreshed by maintaining the existing greenspace and adding plantings that fit the vernacular of the neighborhood. The footprints of the current green spaces will be maintained.

Signage. Signage will be minimal and will comply with the City's requirements once an office tenant is signed.

Lighting and utilities. Two exterior lights are to be added — one on the east elevation and one on the rear elevation — to illuminate the parking areas as required. Please see the photometric plan for more detail.

6. Compatibility with Surrounding Area

The proposed use is consistent in scale, intensity, and character with the surrounding downtown context. The building has functioned as a commercial establishment within a residential-scale structure for nearly thirty years, demonstrating that the use mix proposed here is compatible with neighboring properties and the 3rd St. streetscape. The reintroduction of a single residential unit further softens the transition between the commercial core to the east and the residential neighborhood to the west, serving as a complementary buffer rather than an intrusion. No adverse impact on adjacent street capacity, utilities, or City services is anticipated.

7. Conclusion and Request

The proposed adaptive reuse of 118 W 3rd St. preserves a treasured early-1900s building, returns it to active and well-maintained use, and introduces a compatible mix of office/commercial and residential uses that advance the City of Rochester's Master Plan and strategic vision for a vibrant, walkable, economically healthy, and historically rich downtown. The project leverages existing infrastructure, adds a downtown dwelling unit, supports local business activity, and protects the community's architectural heritage.

For these reasons, we respectfully request that the Planning Commission grant a special exception for the residential apartment on the upper levels and approve the proposed use as described in this narrative and the accompanying plans. We look forward to working with the Commission and City staff to address any questions and to refine the proposal as appropriate.

Respectfully submitted,
John Campbell
118 W 3RD STREET LLC
248.672.4402

118 W. 3rd St. LLC
118 W. 3rd St.
Rochester, MI 48307

Zoning

ZONING CLASSIFICATION	=	CBD - CENTRAL BUSINESS DISTRICT

Parking Requirements

MAIN LEVEL OFFICE
1 SPACE / 300 SF OFFICE
871 SF / 300 SF = 2.9 SPACES

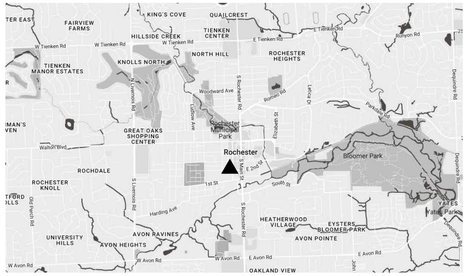
UPPER LEVEL APARTMENT
2 SPACES / 2 BEDROOMS

5 SPACES REQUIRED
9 SPACES PROVIDED = 1 BARRIER-FREE ADA PARKING SPACE

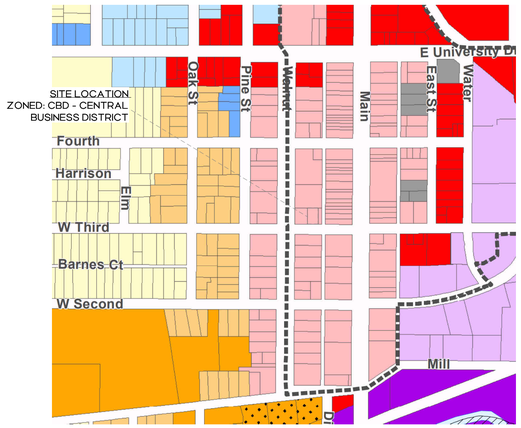
Square Footage

MAIN LEVEL	=	871 SF
SECOND LEVEL	=	613 SF
THIRD LEVEL	=	138 SF
TOTAL APT. SQUARE FT	=	751 SF
TOTAL SQUARE FT	=	1,622 SF
FINISHED LOWER LEVEL SQUARE FEET	=	- -

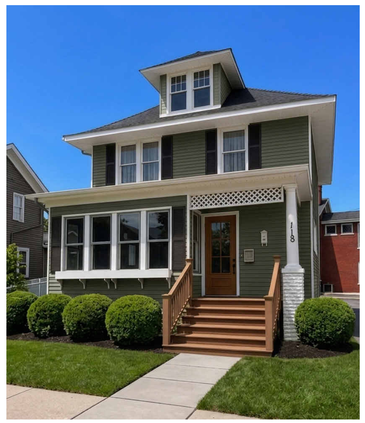
NOTE: THERE ARE NO PROPOSED ADDITIONS TO THIS PROJECT



Project Location

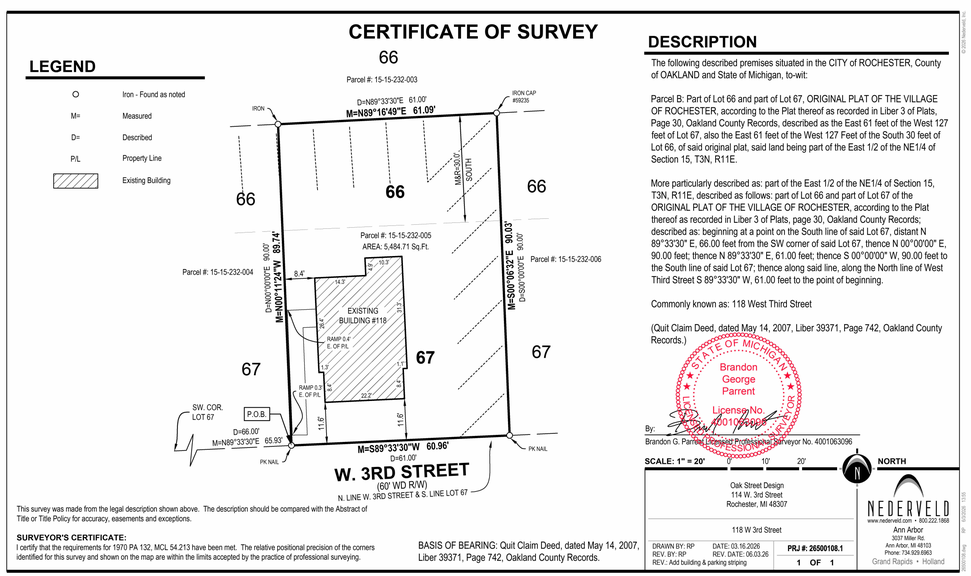


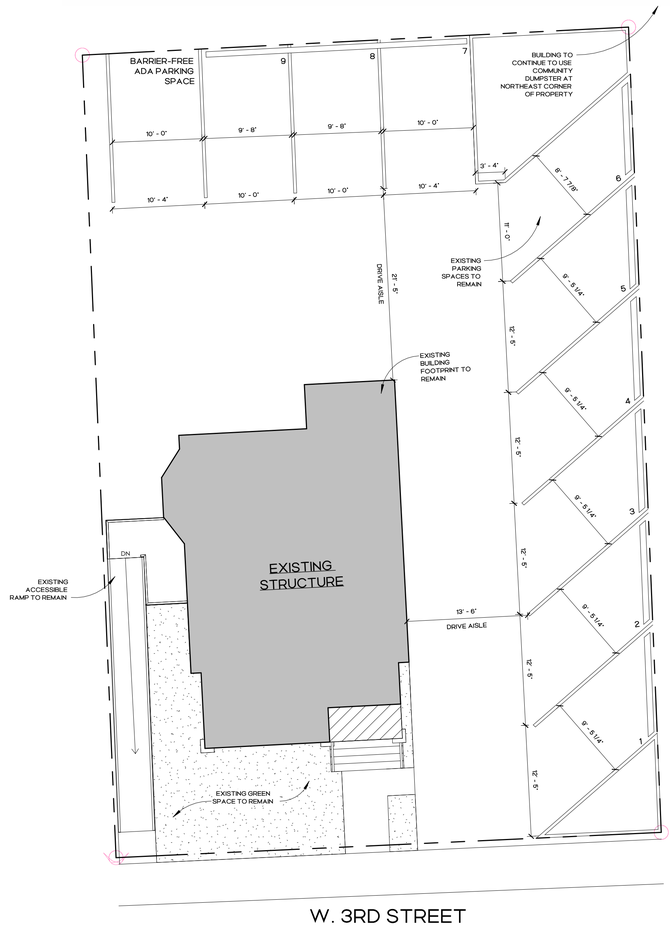
Zoning Map





Proposed Exterior Improvements





Architectural Site Plan
1/8" = 1'-0"

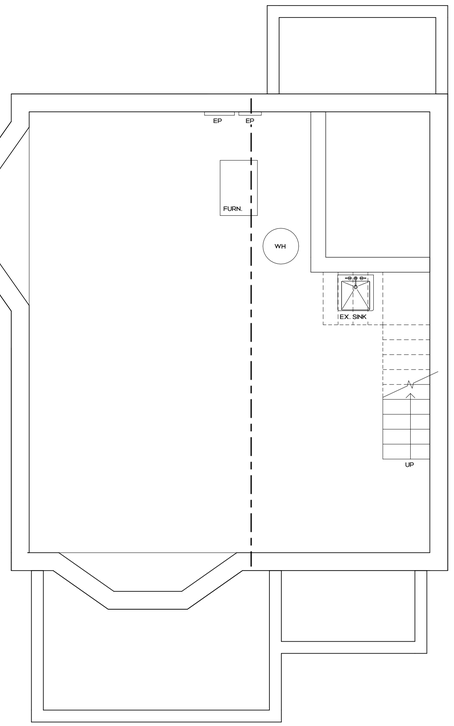
Sheet Index		DRAWING INDEX KEY:	ISSUED FOR:			
		NOT ISSUED PREVIOUSLY ISSUED ISSUED REFERENCED	06.04.2026 SITE PLAN SUBMITTAL	07.23.2026 SITE PLAN SUBMITTAL	08.05.2026 SITE PLAN SUBMITTAL	
No.	Title					
CS-1	COVER SHEET		○	○	●	
A-1	EXISTING FLOOR PLANS		●			
A-2	EXISTING ELEVATIONS		●			
A-3	PROPOSED FLOOR PLANS		●			
A-3a	CODE COMPLIANCE		●			
A-4	PROPOSED ELEVATIONS		●			
A-5	ACCESS AND CIRCULATION PLANS				●	
A-6	PHOTOMETRIC PLAN				●	

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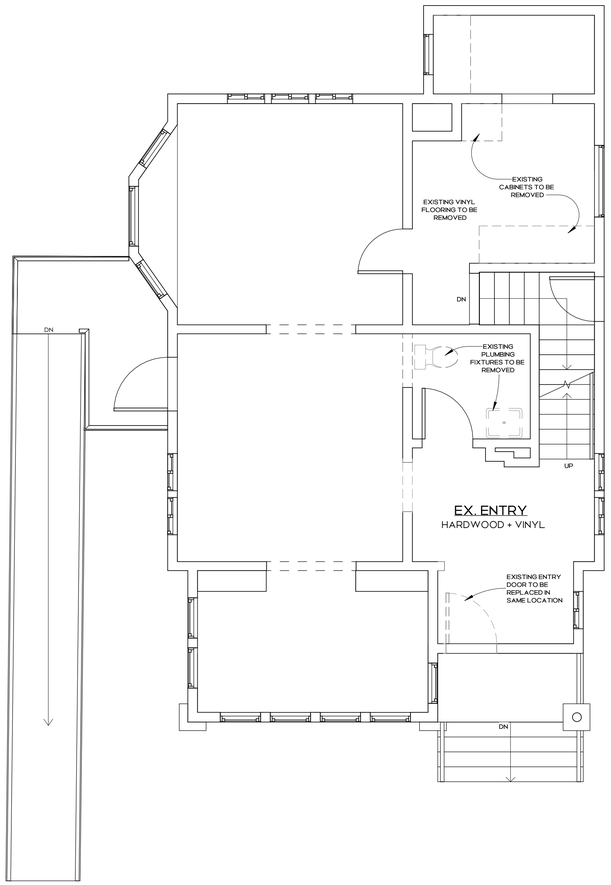
118 W. 3rd St. LLC
118 W. 3rd St. | Rochester, MI 48307

PC	06/04/2026
PC 2	07/23/2026
PC 3	08/05/2026

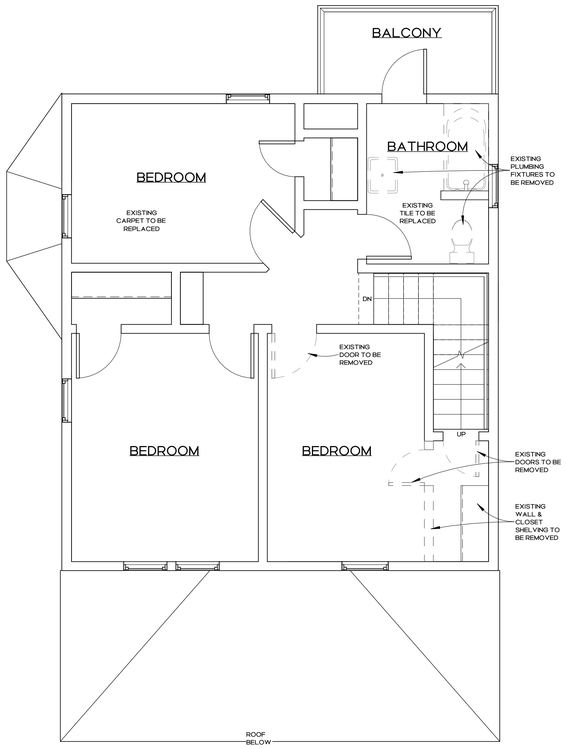
COVER SHEET
CS-1



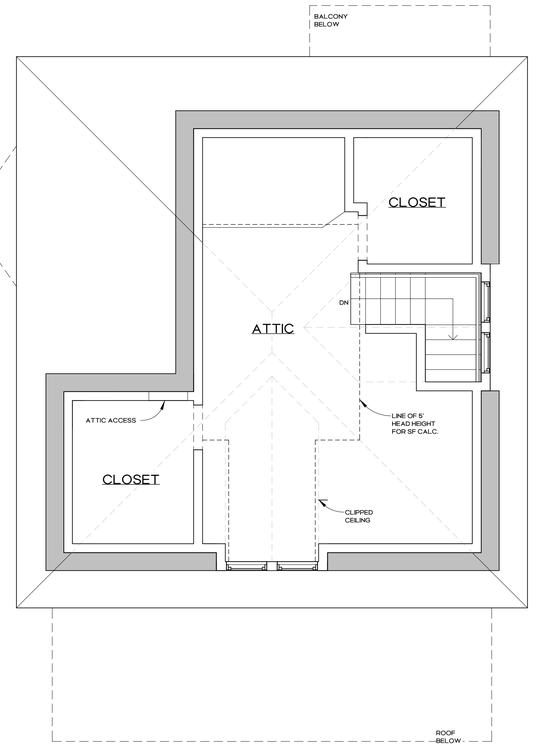
Existing Lower Level Plan
1/4" = 1'-0"



Existing Main Level Plan
1/4" = 1'-0"



Existing Upper Level Plan
1/4" = 1'-0"



Existing Third Level
1/4" = 1'-0"

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EXISTING FLOOR PLANS

A-1



Existing South Elevation
1/4" = 1'-0"



Existing East Elevation
1/4" = 1'-0"



Existing North Elevation
1/4" = 1'-0"



Existing West Elevation
1/4" = 1'-0"

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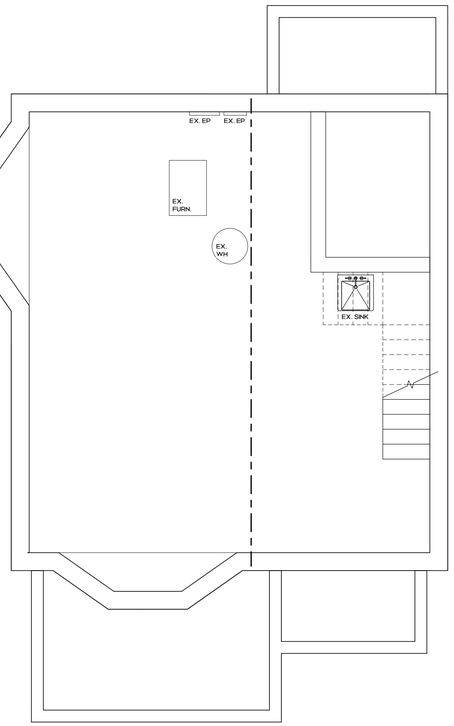
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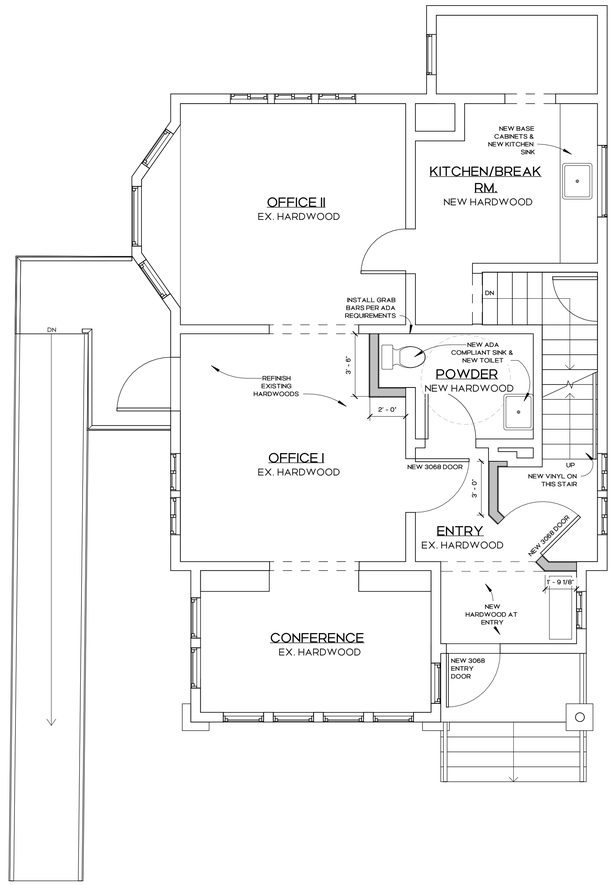
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EXISTING ELEVATIONS

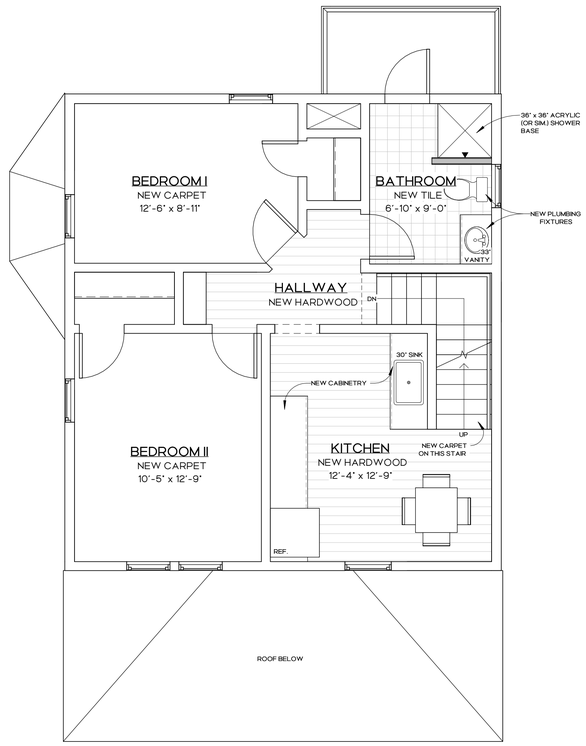
A-2



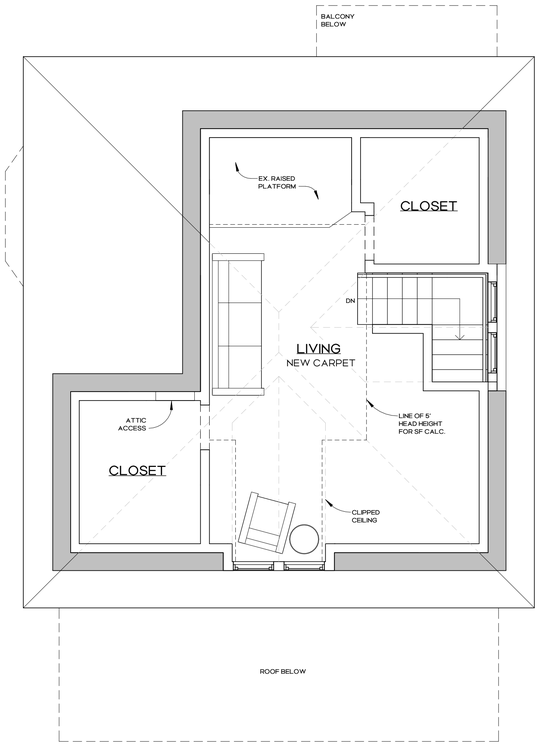
Proposed Lower Level Plan
1/4" = 1'-0"



Proposed Main Level Plan
1/4" = 1'-0"



Proposed Upper Level Plan
1/4" = 1'-0"



Proposed Third Level Plan
1/4" = 1'-0"

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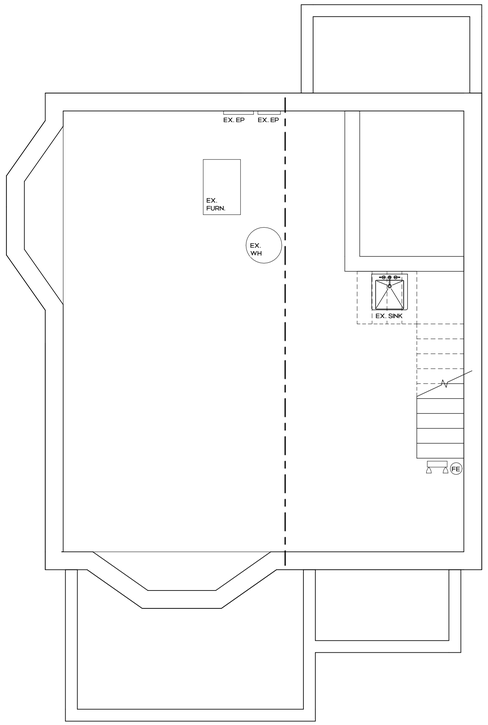
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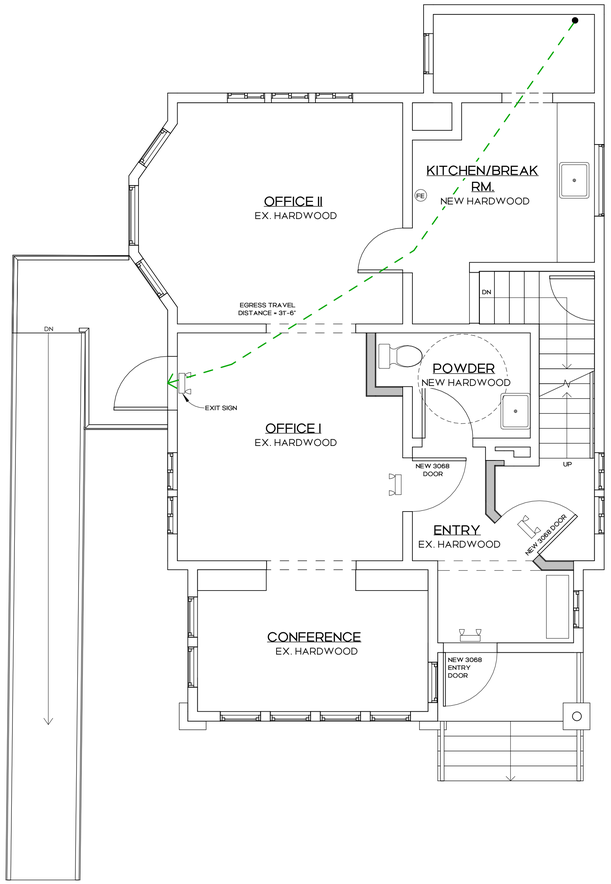
PROPOSED FLOOR PLANS

A-3



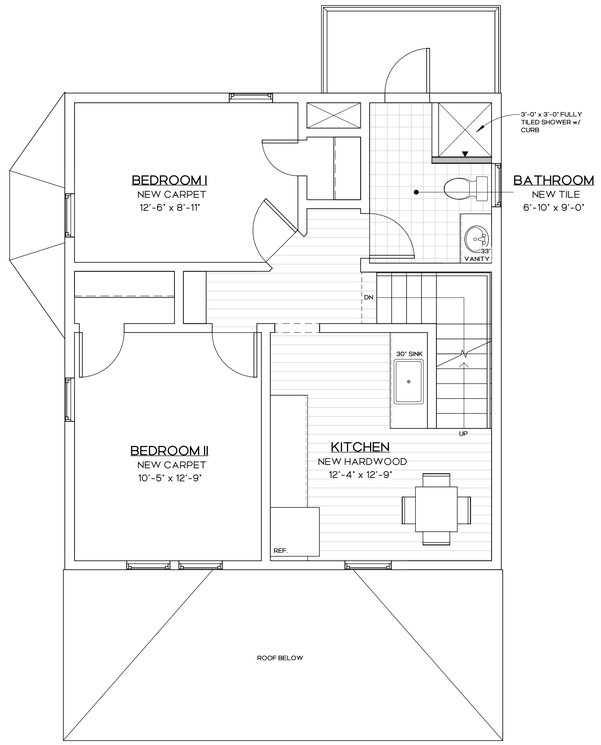
Lower Level Compliance Plan

1/4" = 1'-0"



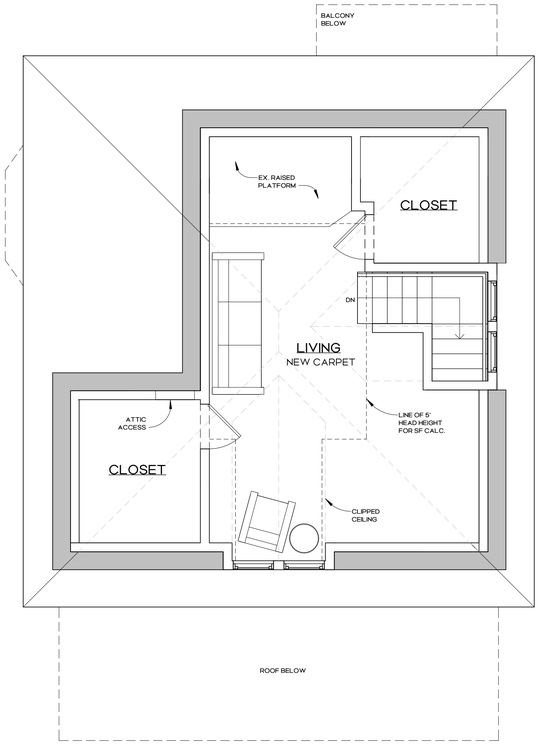
Main Level Compliance Plan

1/4" = 1'-0"



Upper Level Compliance Plan

1/4" = 1'-0"



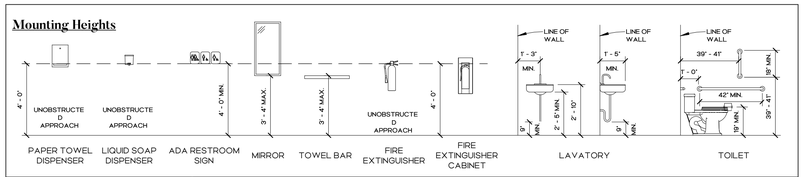
Third Level Compliance Plan

1/4" = 1'-0"

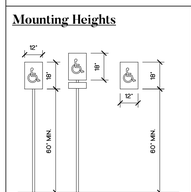
Code Compliance

TOPIC	SECTION	ALLOWED / REQUIRED	ACTUAL
APPLICABLE CODES			
2021 MICHIGAN BUILDING CODE			
2021 MICHIGAN REHABILITATION CODE	505	LEVEL 2 ALTERATION	INTERIOR RENOVATION LESS THAN 50%
2017 NATIONAL ELECTRIC CODE			
2018 MICHIGAN PLUMBING CODE			
ZONING			
ZONING ORDINANCE	CITY OF ROCHESTER, MI		CBD
TYPE OF CONSTRUCTION			
TYPE OF CONSTRUCTION	TABLE 601		V-B
BUILDING AREA			
BASE STORIES ALLOWED	TABLE 504.4	3 STORIES	2 STORIES
ALLOWABLE BUILDING HEIGHT	TABLE 504.3	55'	30'
FIRE PROTECTION SYSTEMS			
AUTOMATIC SPRINKLER SYSTEM	903.2.1.3	LESS THAN 12,000 SF NOT REQUIRED	NOT PROVIDED
FIRE ALARM AND DETECTION SYSTEMS	907	LESS THAN 100 PEOPLE NOT REQUIRED	NOT PROVIDED
MEANS OF EGRESS			
DOOR EGRESS WIDTH	1005.3.2	36"	36"
EXIT ACCESS TRAVEL DISTANCE	TABLE 1017.2	-	315 FEET
NUMBER OF EXITS	TABLE 1006.3.1	-	3 EXITS
STAIR EGRESS WIDTH	TABLE 1005.3.1	36"	-
ELECTRICAL			
EMERGENCY LIGHTING	1008.1	WILL COMPLY	ON COMPLIANCE DRAWINGS
EMERGENCY POWER	1008.3.2, 1008.3.3	WILL COMPLY	ON COMPLIANCE DRAWINGS
EXIST SIGNS	1011.1	WILL COMPLY	ON COMPLIANCE DRAWINGS
PLUMBING			
DRINKING FOUNTAIN REQUIREMENTS	410	NOT REQUIRED	NOT PROVIDED
LAVATORY REQUIREMENTS	TABLE 403.1	-	1 UNISEX
SERVICE SINK REQUIREMENTS	TABLE 403.1	-	EXISTING
WC REQUIREMENTS	TABLE 403.1	-	1 UNISEX

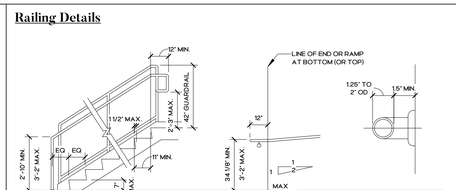
Mounting Heights



Mounting Heights



Railing Details



Compliance Legend	
SYMBOL	ITEM
FE	FIRE EXTINGUISHER
	EGRESS LIGHTING
- - - -	TRAVEL DISTANCE

Code Compliance General Notes

1. ENSURE EXIT SIGNS ARE MOUNTED ABOVE THE DOORS AND VISIBLE FROM 75 FEET AWAY. ALL EGRESS LIGHTING IS TO POINT DOWN TO ILLUMINATE THE EGRESS PATH OF TRAVEL.
2. ALL FIRE EXTINGUISHERS ARE TO BE ABC EXTINGUISHERS, UNLESS NOTED OTHERWISE. ALL EXTINGUISHERS ARE TO BE TAGGED WITH THE CURRENT YEAR'S INSPECTION UNIT. ANNUAL INSPECTIONS ARE TO OCCUR FOR ALL FIRE EXTINGUISHERS.
3. PROVIDE ADA RESTROOM SIGNS AT ALL RESTROOMS, CORRESPONDING TO THE CORRECT SEX.
4. SEE T002 FOR MOUNTING HEIGHTS AND LOCATIONS
5. SEE T003 FOR ADDITIONAL CODE COMPLIANCE INFORMATION
6. FURNITURE AND EQUIPMENT SHOWN ON COMPLIANCE DRAWINGS ARE FOR REFERENCE ONLY

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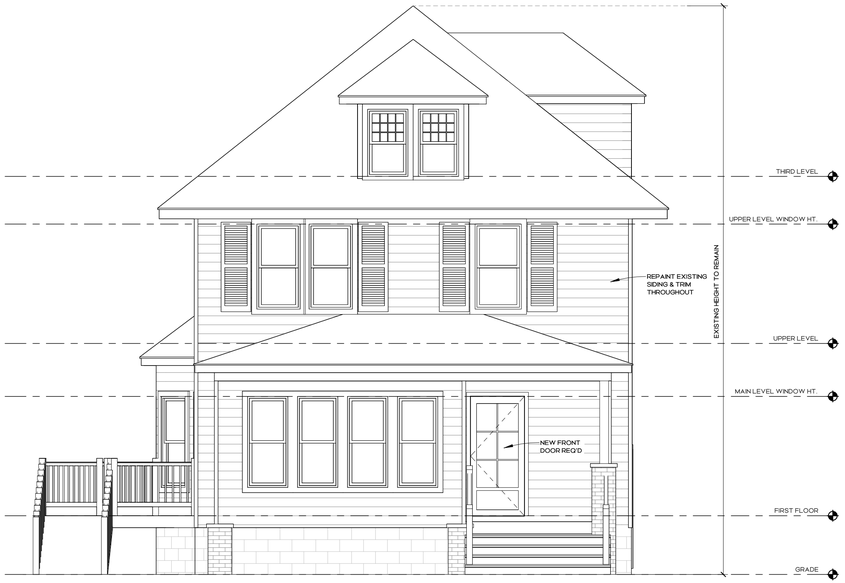
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CODE COMPLIANCE

A-3a



Proposed South Elevation

1/4" = 1'-0"



Proposed East Elevation

1/4" = 1'-0"



Proposed North Elevation

1/4" = 1'-0"



Proposed West Elevation

1/4" = 1'-0"

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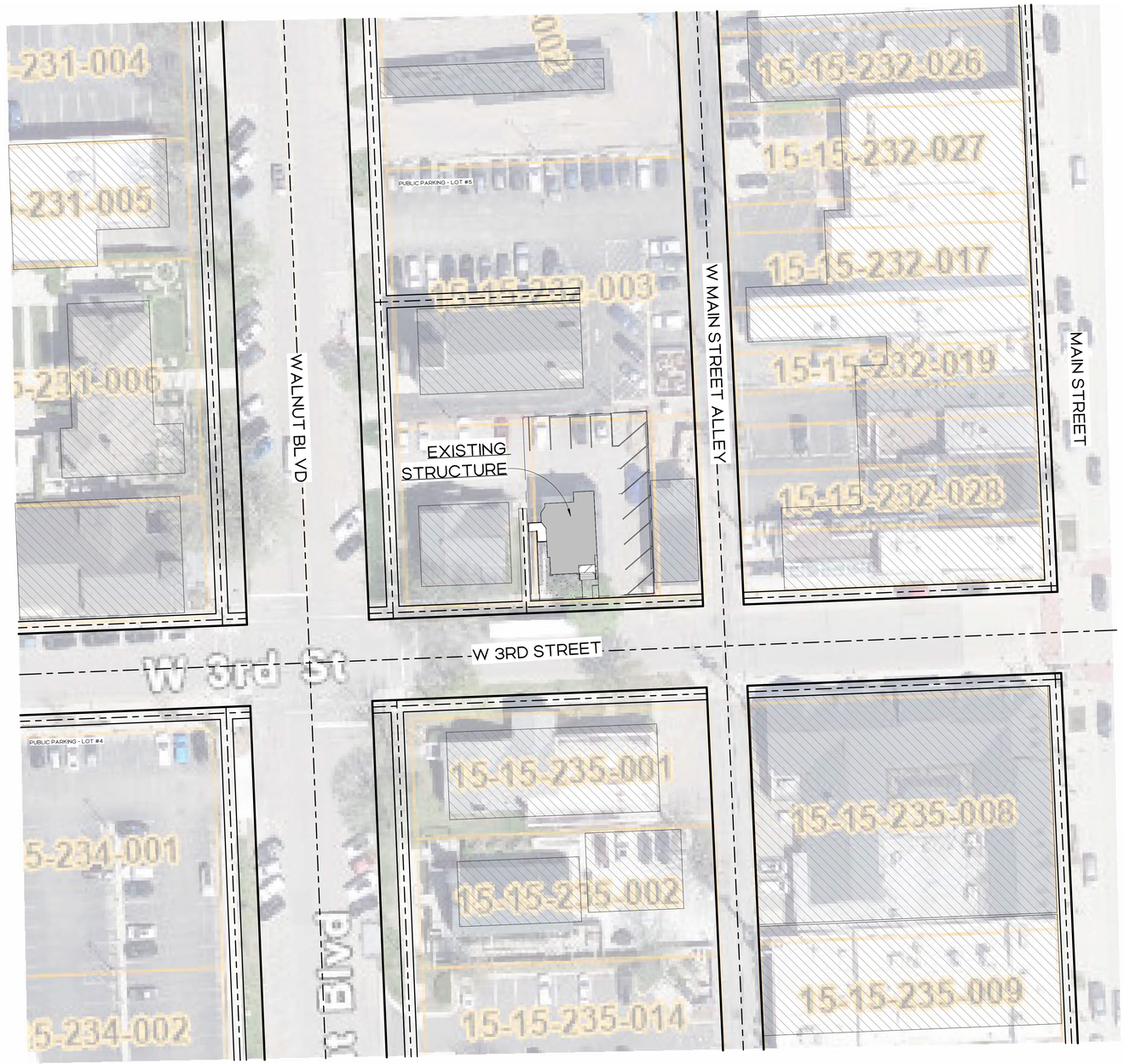
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PROPOSED ELEVATIONS

A-4



Access and Circulation Plan

1" = 30'-0"

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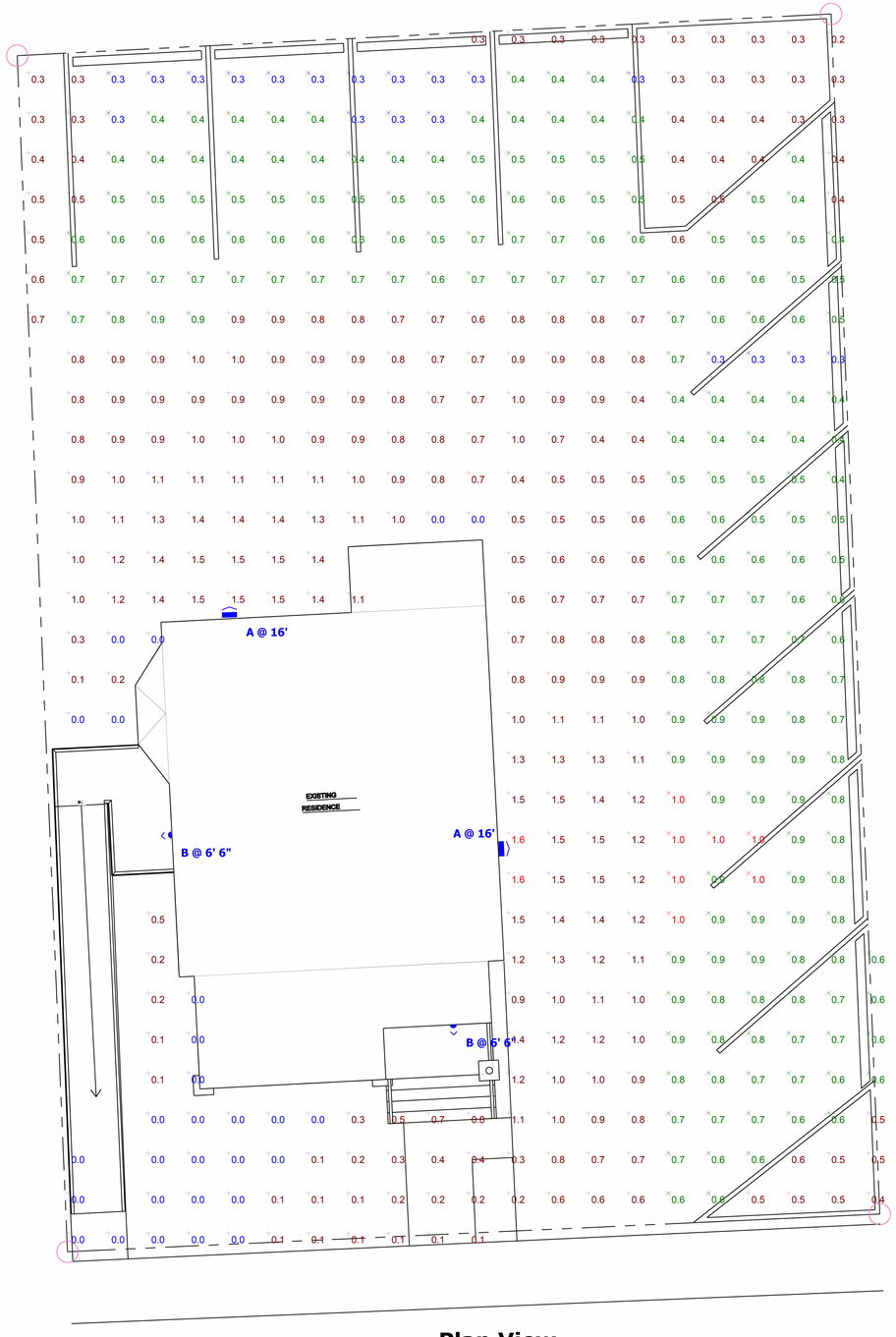
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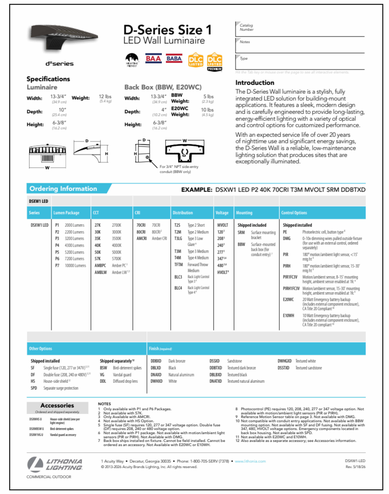
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ACCESS AND CIRCULATION PLANS

A-5



Plan View
Scale - 1" = 5ft



D-Series Size 1
LED Wall Luminaire

d-series

Specifications
Luminaire
Width: 13-3/4" (349.3 mm) Weight: 12 lbs (5.4 kg)
Depth: 10" (251.4 mm)
Height: 6-3/8" (162.1 mm)

Back Box (BBW, E20WC)
Width: 13-3/4" (349.3 mm) BBW Weight: 5 lbs (2.3 kg) E20WC Weight: 10 lbs (4.5 kg)
Depth: 4" (102.2 mm)
Height: 6-3/8" (162.2 mm)

For 3/4" NPT indirect conduit (BBW only)

Introduction
The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and significant energy savings, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Catalog Number
Notes
Type

Ordering Information EXAMPLE: DSXW1 LED P2 40K 70CRI T3M MVOLT SRM DDBTXD

DSXW1 LED

Series	Lumen Package	CCT	CRI	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	P1 2000 Lumens P2 2200 Lumens P3 3200 Lumens P4 4300 Lumens P5 5300 Lumens P6 7200 Lumens P7 9000 Lumens	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K 57K 5700K AMBPC Amber PC AMBLW Amber LW	70CRI 70CRI 80CRI 80CRI AMBLW Amber LW	T2S Type 2 Short T2M Type 2 Medium T3S Type 3 Short T3M Type 3 Medium T4M Type 4 Medium ST3M Type 3 Short Throw Medium BLC3 Back Light Control Type 3 BLC4 Back Light Control Type 4	MVOLT 120 - 277V 120 120V 208 208V 240 240V 277 277V 347* 347V 480* 480V HVOLT* 347 - 480V	**Shipped included** SRM Surface mounting bracket BBW Surface mounted back box (included entry)*	**Shipped installed** PE Photoelectric cell, button type* DMG 0-10V dimming driver (standard on future orders, ordered separately) PIR 180° motion sensor, 8 ft mounting height, ambient sensor enabled at 5fc* PIR1FC3V 180° motion sensor, 15-30' mounting height, ambient sensor enabled at 3fc* PIRHTC30V Motion sensor, 15-30' mounting height, ambient sensor enabled at 3fc* E20WC 20 Watt Emergency battery backup (includes external component enclosure), CA Title 20 compliant* E10WH 10 Watt Emergency battery backup (includes external component enclosure), CA Title 20 compliant*

Arlen Options		Finish (required)			
Shipped installed	**Shipped separately***	DDBXD Dark bronze	DDBTXD Textured dark bronze	DWHXD Textured white	
SF Single fuse (120, 277 or 347V)**	BSW Bird deterrent spikes	DBLXD Black	DBLBTXD Textured black	DSSTXD Textured sandstone	
DF Double fuse (208, 240 or 480V)**	HS Vandal guard	DNAXD Natural aluminum	DNATXD Textured natural aluminum		
VG House-side shield *	DSS Diffused drop lens	DWHXD White			
SPD Separate surge protection		DDBTXD Textured dark bronze	DSSTXD Textured sandstone		
		DBLXD Black	DBLBTXD Textured black		
		DNAXD Natural aluminum	DNATXD Textured natural aluminum		
		DWHXD White			

Accessories
Ordered and shipped separately.
DSXW1-U Square surface mount adapter
DSXWBSPK Bird deterrent spikes
DSXWHS-U Vandal guard accessory

NOTES
1 Only available with P1 and P6 Packages.
2 Not available with 57K.
3 Not available with 70CRI/80CRI.
4 Not available with HS Option.
5 Not available with 120, 208, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
6 Not available with P1, P2, P3 or P4 Packages. Not available with motion/ambient light sensors (PIR or PIRH). Not Available with DSBS.
7 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory. Not Available with E20WC or E10WH.
8 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
9 Not available with Emergency Battery Backup (E10WH or E20WC) or with DMG.
10 Not compatible with conduit entry applications. Not available with BBW.
11 Not available with P7 Package. Not available with 120, 208, 240, 480, HVOLT voltage options. Emergency components located in remote housing. Not available with E10WH.
12 Also available as a separate accessory; see Accessories information.

LITHONIA LIGHTING COMMERCIAL OUTDOOR
1 Acuity Way • Conyers, Georgia 30035 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
© 2013-2024 Acuity Brands Lighting, Inc. All rights reserved.
DSXW1-LED Rev. 5/16/24

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall Site	+	0.7 fc	1.6 fc	0.0 fc	N/A	N/A
Proposed Parking	✳	0.6 fc	1.0 fc	0.3 fc	3.3:1	2.0:1

Schedule

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage
	A	2	Lithonia Lighting	DSXW1 LED P4 30K 70CRI T4M	5000 3000K 70CRI Type 4 Medium, Wall Mount Luminaire	3957	0.9	28.68
	B	2	Existing Fixture	Existing Fixture	Existing Fixture, Porch Light	879	0.9	9.5

General Note
1. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

Alternates Note
THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

118 W THIRD
PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer KS
Date 07/30/2026
Scale Not to Scale
Drawing No. QC V3

OAK ST. DESIGN
114 W. Third St.
Rochester, MI 48307
jenna@oakstdesign.com
(248) 891 1629

Yurk Construction
yurkconstruction@comcast.net
810.560.2556

118 W. 3rd St. LLC
118 W. 3rd St. | Rochester, MI 48307

PC	06/04/2026
PC 2	07/23/2026
PC 3	08/05/2026

PHOTOMETRIC PLAN

A-6

City of Rochester

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

MEMORANDUM

Date: September 14th, 2026
To: Mayor Jones and Council Members
From: Nicholas Schaefer, Director of Public Works
Jason Dickinson, Superintendent DPW
Subject: 2026/2027 Street Stripping

Budget Impact: FYE 2026/2027 Major Roads 202-451.000-805.057
Local Roads 203-451.000-805.057

Issue: City owned Major and Local Roads, street striping and markings.

Analysis: The City Staff would like to contract with PK Contracting to perform pavement markings.

This project will be throughout the city where striping is needed along with stopping bar markings and crosswalks.

Requested Action: Approval of proposal for PK Contracting to install Major and Local Roads striping and markings in the amount of $131,220.50

Attachment(s):
(1) Proposal Sheet
(2) Mapping of Locations
(3) Street Location Breakdown

ROCHESTER
Where you live.

PK CONTRACTING

MAIN OFFICE
1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

To:	_ESTIMATING DEPARTMENT_	**Contact:**	ESTIMATING DEPT.
Address:	-	**Phone:**	(248) 362-2130
		Fax:	(248) 362-4969
Project Name:	CITY OF ROCHESTER 2026 PAVEMENT MARKINGS	**Bid Number:**	26-3396
Project Location:	ROCHESTER	**Bid Date:**	7/28/2026

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Pavt Mrkg, Polyurea, 6 inch, Crosswalk	11,150.00	LF	$3.500	$39,025.00
2		Pavt Mrkg, Polyurea, 24 inch, Stop Bar	2,610.00	LF	$15.950	$41,629.50
3		Pavt Mrkg, Sprayable Thermopl, 4 inch, White	3,790.00	LF	$0.350	$1,326.50
4		Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	54,970.00	LF	$0.350	$19,239.50
5		Rem Spec Mrkg	5,000.00	SF	$3.500	$17,500.00
6		Pavt Mrkg, Scarification For Poly	5,000.00	SF	$2.500	$12,500.00

Total Bid Price: $131,220.50

Notes:
- **PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **PK CONTRACTING, INC.** **Authorized Signature:** _____ **Estimator:**

City of Rochester

ROCHESTER
Where you live.

2026 Rochester Restriping

CAUTION

THIS MAP IS INTENDED FOR REFERENCE PURPOSES ONLY

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

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

LEGEND

- Stop Bar
- Crosswalk
- Stop Bar & Crosswalk
- Four Corners/ Stop Bars/ Crosswalk
- Three Sides/Stop Bars
- Crosswalk at Trail Crossing
- Long Line Striping

DATE PRINTED: August 11th, 2026	DATE CREATED: August 10th, 2026
SCALE: 1" = 13,500'	MAP DOCUMENT: 2026StripingLocations.aprx
PROJECT NO: 0270-0220	CREATED BY: RAB / CHECKED BY: GIS Dept.

West of Main Street: Stop Bars & Crosswalks at Majors	
Diversion at First	Stop bar & crosswalk
First at Diversion	Stop bar
First at Walnut	Stop bar & crosswalk
Castell at First	Stop bar & crosswalk
W. Second at Walnut	All four corners, Stop bars & crosswalks
W. Third at Walnut	All four corners, Stop bars & crosswalks
W. Fourth at Walnut	All four corners, Stop bars & crosswalks
Walnut and University	Stop bar & crosswalk
University and Wilcox	Stop bar & crosswalk
Ludlow and University	Stop bar & crosswalk
University and Helen	Stop bars & crosswalks

East of Main Street: Stop Bars & Crosswalks at Majors	
Catlin at Dequindre	Stop bar & crosswalk
Deer Ridge at Dequindre	Stop bar & crosswalk
Cloverdale at Dequindre	Stop bar & crosswalk
Runyon at Dequindre	Stop bar & crosswalk
Copper Circle at Runyon	Crosswalk
Wyngate at Runyon	Stop bar & crosswalk
Ramblewood at Runyon	Stop bar & crosswalk
Wyngate at Parkdale	Stop bar & crosswalk
Roundview at Parkdale	Stop bar & crosswalk
Stony Pointe Blvd at Parkdale	Stop bar & crosswalk
Letica at Parkdale- North side	Stop bar & crosswalk
Letica at Parkdale- West side	Stop bar & crosswalk
Parkdale at Miller (E)(W)	Stop bar & crosswalk
Parkdale at Miller	Crosswalk
Elizabeth at Parkdale	Stop bar & crosswalk
Romeo/Parkdale intersection	All 3 sides - Stop bars
University at Elizabeth	Stop bar & crosswalk
Elizabeth at Second	Stop bar & crosswalk
S. Elizabeth at Second	Stop bar & crosswalk
Third at Second	Stop bar & crosswalk
Water at Second	Stop bar & crosswalk
Diversion at South St. (S)(E)(W)	Stop bars
East St. at Third	Stop bar
Water at Third - West side	Stop bar & crosswalk
Fourth at Water	Stop bar & crosswalk
East St. at University	Stop bar & crosswalk
Water at University (N)	Stop bar & crosswalk
Water at Olde Towne	Stop bar & crosswalk

Long Line Striping	
Runyon	Dequindre to Runyon/Washington Roundabout
Letica	Krista/Moran to Parkdale
E. Second	Second St. Bridge to Rochester Rd.
Romeo Rd.	Letica to Rochester Rd.
Parkdale	Letica to the Romeo/Parkdale intersection
Elizabeth	Parkdale to E. Second
E. & W. University	Elizabeth to city limit just east of Livernois
Woodward	Rochester Rd. to Ludlow
Ludlow	University to Woodward
Walnut	University to First St.
Water St.	University to Olde Towne
Olde Towne	Rochester Rd. to University
NOTE: We are skipping Letica from Parkdale to Second Street bridge for a current year road project.	

Major Trail Crossings	
East Second and Bridge Riverwalk	Crosswalk
800 E. Second/Letica and CRT Lot	Crosswalk
Ludlow/Woodward and Paint Creek Trail	Crosswalk
University near River Oaks Riverwalk	Crosswalk
Diversion Street at CRT Trail Crossing	Crosswalk

Rochester Downtown Development Authority

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

DATE: September 9, 2026

TO: Honorable Mayor Jones & Rochester City Council

FROM: Kristi Trevarrow, Rochester DDA

RE: Consideration of Approval of Social District Permits

Since the City Council has established a Downtown Rochester Social District, the next step is for interested restaurants to apply to the City Council for a Social District Permit.

Upon approval, they will submit an application to the Michigan Liquor Control Commission for inspection and final approval.

The following restaurants are requesting a Social District Permit. All businesses are attached to the Common Area and have qualified licenses:

Baus Barber
Ernie's on the Creek
Harrison's
Kruse & Muer on Main
Kruse's Paint Creek Tavern
Main Street Billiards
O'Connor's Public House
Rochester Chop House/Kabin Kruser's
Rochester Corner Bar
Rochester Mills Beer Co.
The Roxy
Too Ra Loo/The Hemmingway Room

City of Rochester

400 Sixth Street
Rochester, MI 48307
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MEMORANDUM

DATE: September 14, 2026

TO: Mayor and City Council

FROM: Joellen Haines, Human Resources Director

SUBJECT: Expansion of the Employee Wellness Initiative

BUDGET IMPACT: Approximately $14,312 annually, including Wellness Portal access and maximum Wellness Rewards, plus applicable physician wellness form costs. Funding would be provided through GL Account No. 677-261.000-701.004 via budget amendment.

BACKGROUND:
The City currently offers a wellness initiative to eligible full-time employees. At its July 30, 2026 meeting, the Health and Wellness Subcommittee reviewed options for expanding wellness access to the City's part-time workforce. The Subcommittee reached consensus to pursue expanded wellness programming as the first phase of its broader wellness initiative, beginning with the City's workforce before expanding efforts into the community.

ANALYSIS:
The proposed expansion would provide 40 part-time employees access to the Health Source Solutions Wellness Portal, including online wellness programming and educational resources. The annual portal cost is based on a fee of $11.90 per participant per month. For 40 participants, the estimated annual portal cost is $5,712 (40 x $11.90 x 12 months).

With the 40 part-time employees eligible to earn Wellness Rewards, at a maximum of $200 per employee per year, there would be a maximum annual incentive exposure of $8,000. This provides Wellness Portal access to eligible part-time employees who work at least 800 hours in a fiscal year. Only eligible part-time employees would qualify for monetary Wellness Rewards.

The Health and Wellness Subcommittee also recommended measuring participation and outcomes. The initial participation goal would be approximately 78 percent, consistent with the participation rate reported for current full-time employees. Measures may include account creation, portal use, program participation, preventive-care participation, and anonymous, aggregated wellness indicators. To control screening costs, the Subcommittee favored physician wellness forms completed during annual physical examinations. Forms are charged at $15 each, compared with approximately $80 per onsite biometric screening. If all 40 eligible part-time employees submit physician wellness forms, the maximum annual cost would be $600.

Wellness expenses are currently paid through the City's health insurance/wellness budget. Because this expansion changes program eligibility, Council authorization is recommended. The proposed $14,312 expenditure would be charged to GL Account No. 677-261.000-701.004 through a budget amendment. The expansion would be effective upon Council approval.

The maximum estimated annual cost is calculated as follows:

Wellness Portal: 40 × $11.90 × 12 = $5,712

Maximum Wellness Rewards: 40 × $200 = $8,000

Physician wellness forms: 40 × $15 = $600

Maximum total = $14,312

SUMMARY:
The proposed expansion would provide Wellness Portal access to 40 eligible part-time employees. Eligible part-time employees could earn up to $200 annually in Wellness Rewards. The maximum estimated annual cost is approximately $14,312. The program would expand employee wellness opportunities while allowing the City to measure participation and outcomes before considering broader community wellness initiatives.

ATTACHMENT:
Community Wellness Subcommittee Meeting Minutes - July 30, 2026.

SUGGESTED COUNCIL ACTION
Motion to approve expansion of the City of Rochester Employee Wellness Initiative to provide Wellness Portal access to 40 eligible part-time employees; authorize eligible part-time employees to earn up to $200 annually in Wellness Rewards; and authorize an annual expenditure not to exceed $14,312 from GL Account No. 677-261.000-701.004, subject to the necessary budget amendment.

City of Rochester

Community Wellness Subcommittee Meeting Minutes

Date: July 30, 2026
Time: 12:05 p.m.
Location: City Hall / Hybrid Meeting

Members Present

- Mayor Debra Jones
- Councilmember Nancy Salvia
- Councilmember Jessica Clauser
- Joellen Haines, HR Director

1. Call to Order

The meeting was called to order at **12:05 p.m.**

2. Approval of Minutes

The minutes from the **July 16, 2026** Community Wellness Subcommittee meeting were approved.

3. Discussion – Expansion of Employee Wellness Program to Part-Time Employees

The committee reviewed the financial analysis prepared by Human Resources regarding expanding the City's existing employee wellness program to include part-time employees and potentially appointed boards and commissions.

Current Eligible Population

Joellen Haines reported:

- Approx. 39 part-time employees
- 20 Council, Planning Commission, ZBA, and committee members (without overlap)

The committee discussed several implementation options.

Option 1 – Wellness Portal and Programming

The committee discussed providing access to:

- Health Source Solutions wellness portal

- Online wellness programming
- Educational resources

Estimated annual cost:

- Approximately **$8,400** for all 59 individuals.

Members agreed that simply providing access to wellness programming would be an excellent first step because it introduces employees to the City's existing wellness resources without immediately expanding all financial incentives.

Option 2 – Wellness Incentive Program

The committee also reviewed expanding the City's existing wellness incentive program.

Discussion included:

- Full-time employees currently may earn wellness incentive dollars.
- Committee members would **not** be eligible for monetary incentives.
- Part-time employees could potentially receive a reduced incentive amount.

Rather than matching the full-time employee incentive, members favored offering approximately **$200** per eligible part-time employee.

Estimated annual cost:

- Approximately **$7,800**

When combined with portal access, the estimated annual cost would be approximately:

$16,000

Members noted this estimate represents a conservative budgeting figure because not every employee earns the full incentive each year.

Funding Source

Discussion centered on funding.

Joellen explained:

- Current wellness expenses are paid through the City's existing health insurance/wellness budget.
- The program has historically come in under budget because not every employee earns the maximum wellness incentive.

- Anthony Moggio and Marcy will verify:
    - The appropriate budget line item
    - Available funding

The committee agreed Council approval should be sought despite funding likely existing within the current budget because the expansion represents a policy change.

4. Measuring Success

The committee spent significant time discussing how success should be measured.

Rather than simply adding benefits, members emphasized establishing measurable outcomes.

Suggested performance measures included:

Participation

The committee discussed tracking:

- Number of employees creating wellness accounts
- Portal usage
- Program participation

Members noted approximately **78%** of current full-time employees actively participate.

The committee agreed a reasonable initial goal would be for part-time employee participation to reach the same level.

Wellness Outcomes

Members also discussed measuring improvements in overall employee health while maintaining HIPAA confidentiality.

Potential metrics include:

- Aggregate blood pressure improvements
- Weight trends
- Preventive care participation
- Overall health indicators

The committee emphasized that only anonymous, aggregated data should be shared.

Annual Preventive Exams

Rather than requiring additional biometric screenings for part-time employees, Jessica suggested encouraging employees to submit physician wellness forms completed during their annual physical examinations.

Joellen explained:

- Health Source Solutions allows physician forms.
- The first fifteen forms are included.
- Additional forms cost approximately **$15 each**, compared with approximately **$80** for onsite biometric screenings.

The committee agreed this would:

- Reduce costs
- Encourage relationships with primary care physicians
- Still provide aggregate wellness metrics

Members favored this approach.

5. Wellness Charter Review

The committee discussed the draft Wellness Committee Charter prepared by Jessica.

Members complimented the document, describing it as:

- Thorough
- Comprehensive
- Well organized
- An excellent roadmap

The charter includes:

- Committee purpose
- Scope
- Measurement tools
- Multi-year implementation roadmap
- Phased approach

Members agreed additional review time is needed before finalizing the document.

Jessica requested feedback since this is her first committee charter.

6. Wellness Initiative Roadmap

The committee discussed the phased implementation outlined in the draft charter.

Phase One (2026)

Primary objectives:

- Establish the Wellness Committee
- Expand wellness benefits internally
- Build employee participation
- Develop measurable success metrics

Members agreed the City's workforce should remain the initial focus.

Phase Two (2027)

Once the employee wellness initiative is established, the committee intends to begin expanding wellness efforts into the broader Rochester community.

Ideas discussed include partnerships with:

- Local businesses
- Farmers Market representatives
- Healthcare organizations
- Henry Ford Health
- Community residents

Members emphasized building a successful employee wellness program before expanding outward.

7. Committee Structure

The committee discussed how a permanent Community Wellness Committee should ultimately be structured.

Discussion included:

- Number of committee members
- Resident representation

- Business representation
- Healthcare representation
- Appointment process
- Council involvement
- Committee terms

Questions were raised regarding:

- Whether City Council formally approves committee appointments
- Existing City procedures
- Whether application forms already exist

Members agreed additional guidance should be obtained before establishing committee membership.

8. Council Presentation Strategy

The committee discussed how best to introduce the wellness initiative to City Council.

Rather than immediately requesting funding approval, members preferred a phased approach.

The first presentation should focus on:

- Purpose of the Wellness Committee
- Long-term vision
- Wellness Charter
- Overall initiative

A later meeting would request approval to expand wellness benefits to part-time employees after Council has had time to review the initiative.

Members agreed this approach would allow Council to better understand the program before considering the associated costs.

9. Future Meeting Planning

Members discussed preparing the Council presentation.

Potential presentation materials include:

- Draft Charter

- Wellness roadmap
- Financial information
- Budget analysis

Slides may be developed if necessary, although members felt the written charter may adequately communicate the committee's vision.

Action Items

Action Item	Responsible Party
Verify budget line item and available wellness funding	**Joellen Haines** with Anthony Moggio and Marcy
Confirm financial estimates for expanding wellness benefits	**Joellen Haines**
Obtain guidance from City Attorney Jeff Kratt regarding committee charter and committee structure	**Jessica**
Contact the City Clerk regarding appointment procedures, committee applications, and member terms	**Joellen Haines**
Committee members to review the draft Wellness Charter and provide written comments before the next meeting	**All members**
Jessica to revise the Wellness Charter based on committee feedback	**Jessica**
Prepare a phased presentation introducing the Wellness Initiative to City Council	**Subcommittee**
Delay formal funding request for part-time wellness expansion until after Council receives an overview of the initiative	**Subcommittee**
Schedule next Community Wellness Subcommittee meeting	**Committee members**

Key Decisions Reached

- Approved the July 16 meeting minutes.

- Reached consensus to pursue expansion of wellness programming to part-time employees.
- Supported using physician wellness forms rather than additional biometric screenings to control costs.
- Agreed to measure success through participation rates and aggregate wellness outcomes.
- Endorsed a phased implementation strategy beginning with City employees before expanding to the community.
- Agreed to further refine the Wellness Charter before presenting it to City Council.
- Agreed to first educate Council on the overall wellness initiative before requesting funding for expanded employee benefits.

RARA

RECREATION

Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Dr. Julie Alspach, Theresa Mungioli, Amanda MacCormick
Student Representatives: TBD

500 E. Second Street	**August 20, 2026**	**5:00 PM**

1. Call to Order
2. Roll Call
3. Reading and consideration of the minutes:
    a. July 15, 2026, Regular Board Meeting Minutes
4. Approval of Agenda
5. Public comment – reserved time (for items listed on this agenda)
6. Communications
    a. Secretary of the Board
    b. Members of the Board
7. Financial Reports
    a. List of Bills – July 2026
        i. Request for approval of the bills in the amount of: $249,569.74
    b. Review of the monthly budget reports
        i. Revenue Vs Budget
        ii. Expense Vs Budget
        iii. Trial Balance Report
        iv. Year over Year June Dashboard
8. Unfinished Business
    a. Capital Improvement Projects
        i. Parking Lot milling/resurfacing/striping
            1. Review of Core Sampling
            2. Request for approval of $170,520 to BSI Paving to complete a tear out and replacement of the parking lot at 500E. 2nd St.
9. New Business
    a. RARA Professional Development Plan

RARA

RECREATION

Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Dr. Julie Alspach, Theresa Mungioli, Amanda MacCormick
Student Representatives: TBD

500 E. Second Street	**August 20, 2026**	**5:00 PM**

10. Administrative Reports
    a. Executive Recreation Director's Report
        i. Report
    b. Assistant Recreation Director's Report
        i. Report
    c. Communications Officer Report
        i. Report
    d. Sports Report
        i. Report
    e. Camps Report
        i. Report
    f. Events Report
        i. Report
    g. Activities Report
        i. Report
    h. Adaptive Report
        i. Report
    i. Rec Center & Facility Reservations Report
        i. Report
11. Miscellaneous
12. Public Comments – General
13. Adjournment

Sub-Committees:
Human Resources Committee – Emily Schoeller, Theresa Mungioli, Dr. Julie Alspach
Budget Committee – David Berletich, Dr. Julie Alspach, Sara King
Policy and Procedures Committee – Emily Schoeller, David Berletich, Sara King
Strategic Planning Committee – Theresa Mungioli, Amanda MacCormick, John Muenk

City of Rochester

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

Rochester Historical Commission
Regular Meeting Agenda

Chairperson: William Pietrzyk, Vice Chairman: TBD
Secretary: TBD, Treasurer: Cy Saverino, Archives & Accessions Liaison: Lynn Anderson
Greater Rochester Heritage Days Liaison: Don Sienkiewicz, Rochester Cemertary Commission: William Pietrzyk, Downtown Development Authority (DDA): Don Sienkiewic,
RHC Members: Robert Michalka, Julia Johnaon, Donald Washeleski, Jo Soko, Tim Petro,
Rochester City Council Liaison: Mayor Jones, Alternate Kay Johnson

400 Sixth Street	August 27, 2026	7:00 pm

- Call to order
- Approval of RHC meeting minutes for June 25, and July 23, 2026- All
- Treasurers Report – Cy
  - 2027 Budget Report Ending Date July 31, 2026
- Secretary Report – Communications – Bill/Cy
- Update on Historical Plaque Program – Lynn
- Van Hoosen Museum Update on Archive Project- Lynn
- RHC Liaison Reports
  - Archives & Accessions – Lynn
  - Founder's Day March 21, 2027– Bill
  - DDA – Don
  - Greater Rochester Hertiage Days June 5-6, 2027 – Don
  - Result Rochester Cemetery Commission August 3 and Next Meeting September 1 Bill
  - Number of Sales of DUR Book – Cy
  - Unfinished and New Business
- Miscellaneous
- Adjournment: **Next Meeting September 24, 2026**

ROCHESTER
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OPC SOCIAL & ACTIVITY CENTER
The Best Place To Be 50+

OLDER PERSONS' COMMISSION GOVERNING BOARD MEETING AGENDA

650 Letica Drive | Rochester, MI 48307 | 248.656.1403 | OPCcenter.org

Commissioners:
Stuart Bikson – Chairman, Micheline Sommers - Vice-Chairman, Robin Buxar – Treasurer, Al Fisk - Secretary
James Gill, Diana Mannino, Carol Morlan, Theresa Mungioli

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

Thursday, September 3, 2026	**5:00 PM**	**Classrooms 2&3**

1. Call to Order
2. Roll Call
3. Additions/Changes to the Agenda
4. Public Comment (Comments not on the agenda and limited to 3 minutes)
5. Approval of the Minutes of the June 25, 2026, meeting
6. Approval of the Minutes of the July 9, 2026, special meeting
7. New Business -
    a. Class Attendance Statistics
    b. Strategic Plan Update
8. Director's Report
9. Committee Reports
    a. Finance Committee
    b. Facility Committee
10. Commissioners' Comments
11. Adjournment

Distribution:
Members (8)
Renee Cortright
Rochester Hills Clerk
Rochester City Clerk
Charter Township of Oakland Clerk
Dan Christ, Attorney
Posted: OPC Lobby
OPC Website

SUSTAINABLE ROCHESTER COMMITTEE

Meeting Agenda

September 8, 2026

Time: 12:30 pm–1:30 pm
Location: DPW Conference Room
Attendees: Jason Warner, Nick Schaefer, Colin Petitt, Councilmember, Marilyn Trent, Mayor ProTem, Stuart Bikson, Residents Jane Dick, Anna Resiegh

1. **Downtown Rochester Farmer's Market Tent**
    i. September 19, 7:30 am-1 pm, Water & East Street
    ii. Need volunteers to staff it
    iii. DDA will provide the tent, table & 2 chairs
    iv. Marilyn to order tablecloth with City Logo
    v. Hand-out with instructions and QR code to the website
    vi. Tabletop Signage
    b. **Provide content for the website page**
    c. **Rochester Post**
        i. Press release
2. **Flashfood App**
    a. Flashfood is an app where food businesses post surplus food at a discount instead of throwing it away.
3. **Recycling Facility Tour**
    a. **Sept 28 at 1:30,** 888 Baldwin Ave., Pontiac, MI 48340
    b. **Attendees:** Marilyn Trent, Mayor Jones, Anna Resiegh, Jane Dick
4. **Recycling Education and Myth Busters**
    a. Create after recycling tour

5. Information on the website for repurposing and donations

8. Misc./Next Steps

- Explore future pilot programs, grants, and partnerships (Make Food Not Waste)

9. Action Items

Preparation for roll-out

10. Adjourn

City of Rochester

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

PLANNING COMMISSON
REGULAR MEETING AGENDA

Chair Richard Kendziuk
Vice Chair & Council Member Christian Hauser
Mayor Debbie Jones
Members: Daniel Bachmann, David Berletich, Jenna Campbell, David Hardin, Laura Murphy & Matthew Stone

See Attached Document for Virtual Meeting Instructions

400 Sixth Street	**September 8, 2026**	**7:00 PM**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
   - A. Consideration of the Minutes of the Regular Meeting of August 5, 2026.
5. Public Hearings
   - A. Notice of Public Hearing: 118 W 3rd St: Special Project & Site Plan Review. Request for City Council Review.
   - B. Notice of Public Hearing: 333 S. Main: Request for Payment in Lieu of Parking.
   - C. Notice of Public Hearing: 1120 N. Main St: Site Plan Review for Facade Modification.
6. Considerations:
   - A. Consideration of 530 Pine St Site Plan Review.
7. Miscellaneous

A. Zoning Ordinance Section 2118: Amendment Update

B. Planning Commission: Amendment to the Bylaws

8. Public Comment

9. Adjourn

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

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400 Sixth Street
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CITY BEAUTIFUL COMMISSION
REGULAR MEETING AGENDA

Chairperson Jeanine Offer, Vice Chair Laura Murphy, Secretary Sue Butala
Members: Tammy Byers, Julia Johnson, Sandra Montes, Tracy Gottschalk, Carrie Briskin, Darlene Reimann
City Council Liaison: Jessica Clauser

400 6th Street	**September 9th, 2026**	**7:00 pm**

1) Call to Order

2) Roll

3) Approval of August meeting minutes

4) New member introduction

5) Nik & DPW update

6) Community Foundation Grant / Skate Park mural

7) 2026/2027 Goals and Objectives
   a) Tile Pillar update
   b) Metal Sculpture in Pollinator Garden
   c) Garden upgrades in town

8) Misc / New Business
   a) Discuss ideas for next fiscal year: 2027/2028

ROCHESTER
Where you live.

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PRINCIPAL SHOPPING DISTRICT BOARD MEETING AGENDA

Members: Patti Eisenbraun, Paul Haig, Lonna Harlow, Jill Lutz, Karen Malsbury, Phil Munroe & Lynn Oates

Downtown Collaboration Studio, 431 S. Main	September 2, 2026	5:30 pm

1. Call to Order
2. Roll Call
3. Introduction of New Staff Member – Ruby Hernandez
4. Approval of Meeting Minutes – August 5, 2026
5. General Business
    a. Request for Recommendation – Kris Kringle Market
    b. PSD Renewal Discussion
    c. Market + The Graham Update
6. Reports
    a. PSD Financial Report
    b. Events & Marketing Update
    c. Executive Director Report
7. Miscellaneous
8. Adjourn

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