



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 28, 2026	7:00 PM
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1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
 - A. Legislative update by State Senator Mike Webber.
 - B. Presentation by Chief Rouhib and Sgt. Firman on Rochester Resilient.
5. Approval of the Consent Agenda
 - A. Consideration to approve the minutes of the September 14, 2026 meeting.
 - 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 Renew Services Agreement with Rochester Hills Museum.
 - B. Consideration to Approve Bitter Tom's for a Social District Permit.
 - C. Consideration of DirecTV Cable Franchise Agreement Renewal.

- D. Consideration of a resolution for the 2026-27 Winter Maintenance Agreement with the RCOC.
 - E. Consideration of a request to approve the Rochester Community School Liaison Budget for Fiscal Year 2026/27.
 - F. Consideration to approve the Preprocessing of Absentee Ballots Resolution.
10. Receive a Report from the Various Boards and Commissions
- A. Receipt of a report from the Paint Creek Trailways Commission.
 - B. Receipt of a report from Rochester Avon Recreation Authority.
 - C. Receipt of a report from Downtown Development Authority.
 - D. Receipt of a report from Historical Commission.
 - E. Receipt of a report from OPC Social and Activity Center.
 - F. Receipt of a report from the Asset Committee.
 - G. Receipt of a report from the Budget and Finance Committee.
11. Public Comment
12. General Miscellaneous
13. Adjourn

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



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Procedure for Hybrid Public Meeting

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: 889 8551 0974**. 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/88985510974> (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.

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 18, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Community Meeting

Nik,

On September 16, 2026, Sgt. Firman and I attended the DDA meeting to discuss a program we are developing called **Rochester Resilient** and to determine whether the DDA would be interested in supporting the initiative since it focuses on all of our businesses.

The focus of Rochester Resilient is to create a partnership between public safety, our business community, and Henry Ford Health. The program would consist of several phases, depending on the needs and interests of our business community.

The mission of the program is to educate and prepare our business community for emergencies. Phase One would involve strategically placing temperature-controlled boxes throughout the downtown area. These boxes would contain Stop the Bleed kits, Narcan, and automated external defibrillators (AEDs). In the event of a medical emergency downtown, the boxes would be clearly visible and the equipment readily available. Participation in the program would be voluntary for businesses, and Henry Ford Health would fund all of the needed equipment. The training provided to businesses could also benefit employees in their personal lives and help them respond to emergencies outside of the workplace.

Additional topics that could be incorporated into the program include active assailant training, CPR training, employee background screening, situational awareness, and employee conflict management. The potential topics are extensive and could be tailored to the needs of our business community.

Additionally, our Social District is moving quickly in the right direction, along with the Downtown Safety Zone. There are still some loose ends to address, and I want to make certain that everyone is on the same page and understands where these initiatives stand.

With that in mind, I am requesting approval to host a community meeting in conjunction with the DDA to educate our business community about the Social District and Downtown Safety Zone, introduce the Rochester Resilient program, and provide an opportunity to discuss the future of parking. The DDA could also provide updates on current and upcoming downtown initiatives.

Pending Council approval of the Rochester Resilient program and the proposed community meeting, I would like to schedule the meeting for early October.

Thank you for your consideration.

Respectfully,

GR

George T. Rouhib Jr.

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, Sara King, Nancy Salvia and Marilyn Trent.

ABSENT: Christian Hauser.

3. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON-SCHEDULED/PRESENTATIONS

HR Director Haines introduces the new City Council Intern, Olivia Materna, a student currently at Oakland University studying marketing and biology, and will be helping Council with numerous tasks, specifically based around communications.

One resident has concerns about DTE rates rising. Is there something Rochester can do regarding sustainable energy, solar power being one, and gives examples of what other City's in Michigan are doing, one being Ann Arbor.

One resident compliments the City regarding our proactive approach to keeping the City's infrastructure up to date and in good condition. She also asks about contact information for the Department of Public Works. She would like DPW to take a look at a manhole cover in front of her house.

5. CONSENT AGENDA

5A. Regular meeting minutes for August 24th, 2026, and the joint Council and Planning Commission special meeting minutes for August 27th, 2026.

MOTION: Bikson moved to approve the consent agenda, King seconded,
To approve the regular meeting minutes for August 24th, 2026 and the joint Council and Planning Commission special meeting minutes for August 27th, 2026.

VOTE: YES: Jones, Bikson, Clauser, King, Salvia and Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

5B. Accept receipt of the Check Register report.

MOTION: Bikson moved, King seconded,
To approve the check register.
VOTE: YES: Jones, Bikson, Clauser, King, Salvia and Trent.
NO: None.
ABSENT: Hauser.
Motion Carried.

6. OLD BUSINESS/ TABLED ITEMS.

NONE.

7. PUBLIC HEARINGS

NONE.

8. LEGISLATIVE DELIBERATIONS

NONE.

9. REPORTS AND REGULAR BUSINESS

9A. Consideration to accept a proposal from McKenna Planning Services.

City Manager Banda describes the process they went through for bidding of planning services. After consideration, McKenna would be the recommended choice combining both cost and institutional knowledge.

Councilmembers comments on the good work McKenna has been providing the City.

MOTION: Trent moved, Bikson seconded,
To approve the contract for McKenna Planning Services to be the City's planner.

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

9B. Consideration to approve the new Public Safety Answering Point (PSAP) agreement with Oakland County.

Lt. Harper discusses the only change being the vendor is now Carbyne with all other details being the same as in the past.

MOTION: Salvia moved, Trent seconded,
To approve the 2026 PSAP agreement as presented.
VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.
NO: None.
ABSENT: Hauser.
Motion Carried.

9C. Consideration to approve the 2026 Tri-Party Runyon Rd. & Dequindre Rd. right turn lane project.

Project Manager Warner talks about the agreement application process and what the engineering estimate looked like. This project was then bid, it was bid higher than anticipated due to material quantities being higher than expected. The ask tonight is for \$94,942 additional to complete the project.

Council asks if this project went through the Asset Committee and if the funding was already in place. Council from the Asset Committee replies that this was planned for. Council also comments on how they commend the administration for planning to help smooth the costs for these road projects and stay on track.

MOTION: Salvia moved, Bikson seconded,
To approve the additional \$94,942 needed for the 2026 Tri-Party Runyon Rd. & Dequindre Rd. right turn lane project

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

Banda talks about upcoming communication from the City regarding notifying residents near the construction zone.

9D. Consideration of a request to formalize the Sustainability Committee.

Attorney Kragt informs Council that they should take formal action to establish the Sustainability Committee and to direct administration to advertise that the City is seeking resident applications for the resident seats on the committee.

Council thanks Attorney Kragt for his work on bringing this to Council.

Council deliberates on the makeup of the Committee, how many Councilmembers and how many residents.

MOTION: King moved, Clauser seconded,
To formally establish the Sustainability Committee with five members: two Councilmembers and three residents.

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

MOTION: Jones moved, Salvia seconded,
To appoint Councilmember Trent and Mayor Pro Tem Bikson to the Sustainability Committee

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.
Motion Carried.

Council directs the City Clerk to advertise the opening spots for residents to join the Sustainability Committee.

9E. Consideration to approve the Water Tower Rehabilitation Project, including interior and exterior painting and electrical upgrades.

Director Schaefer asks Council to approve Dixon Engineering to go forward in completing the engineering portion of the project, getting it ready to go out for bid in October to complete the cleaning and painting of the water tower. This project completion would occur next year. Cory Bendick also gives a report on the history of the water tower saying it was last painted in 2011. Dixon Engineering has been the engineering company for the water tower for a couple decades now.

Schaefer shows a potential rendering of what the new painting will look like on the water tower. Council confirms they will return later for approval of the water tower painting; tonight's action being sought is purely for engineering approval.

Council asks about the need for engineers and what that process looks like for the water tower. Council asks about competitive bid process regarding Dixon Engineering. Director Schaefer said they could but they have not recently gone out to bid. Council believes there may be some hesitation in advancing with only having Dixon Engineering and not knowing the entire cost of the project. Council asks about the projected cost of the engineering of the project and if it is comparable to other communities. Schaefer says it is comparable to the recent Waterford project. Some on Council would prefer more than one option and more information to know whether the cost was on par. There is talk on putting off the decision in favor of gathering other options. They might like to hear some more from the Asset Committee about water tower options.

9F. Consideration to schedule a public hearing for the proposed Special Project at 118 W. Third.

There is a presentation by John Campbell regarding the special project at 118 W. Third. They are seeking a special project so that they can operate an office on the first floor and have residential on the upper. They will be fixing up the building but maintaining the character of the building design.

Council appreciates the desire to keep the look the same to fit into the community. Council asks about the reasoning for the special project designation and what businesses are permitted in CBD. Council also asks about the reasoning for seeking office over retail.

The applicant talks about it being easier to find office than retail, and the key for a special project being allowing for residential on the upper level while having office on the lower. Banda answers for what businesses are permitted in this zoning.

MOTION: King moved, Clauser seconded,
To set a public hearing for the special project located at 118 W. Third
VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.
NO: None.
ABSENT: Hauser.
Motion Carried.

9G. Consideration to approve PK Contracting to perform pavement markings throughout the city.

Schaefer outlines the scope of the project and the ask for \$131,220.50 for this fall from the local and major roads fund already in the budget.

Council asks about the bid process and cost. Council hears Public Works staff say this pricing is consistent with County pricing. Council confirms that we will be focusing on the right roads

MOTION: Salvia moved, Trent seconded,
To approve PK Contracting to perform pavement markings in the amount of \$131,220.50 from the local and major roads funds.
VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.
NO: None.
ABSENT: Hauser.
Motion Carried.

9H. Social District Approval of 12 applicants.

DDA Director Trevarrow informs Council that this is for applicants to be allowed to go to the next step with the State in seeking approval of achieving social district status. Council asks about their standing regarding policing and up to date on taxes. Administration confirms they are set on all accounts and in good standing.

Council wants to confirm all the applicants know about the rules for the social district. Trevarrow confirms that Chief Rouhib and her have been working on educating the participants seeking social district status.

Council asks if there will be more applicants. Trevarrow confirms that others may come at a future date, but this includes everyone who was interested by the immediate ask.

Banda confirms that Council can, if they wish, review this process and these applicants in case there are any issues in the process.

Council asks about the duration, if this is a pilot program. Trevarrow reports that they will be reporting quarterly to them, but Council can remove the district at any point.

MOTION: Trent moved, Salvia seconded,
To approve the 12 applicants to advance with the LCC in the approval process of seeking social district status:

Baus Barber, LLC
Corner Bar
Oak Creek Taverna, LLC
Irish Beer Works Rochester, Inc.
Kruse Brother's Kruse & Muer on Main
Kruse PCYC, LLC
Shivers, Inc.
Kruse Brother's RCH, LLC
Rochester Mills Beer Company
Logec Hospitality, LLC
Happy Hats, LLC
BCJL Rochester Acquisition, LLC

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

9I. Consideration to approve the expansion of the City of Rochester Employee Wellness Initiative to provide wellness opportunities to part-time employees

HR Director Haines talks about the desire to expand the wellness initiative program to part-time employees, such as biometric screenings and health and wellness challenges so the City can monitor and assess any changes that may need to be made regarding health and wellness policies. Haines believes there has been improvement and success stories throughout the City and would like to expand this to part-time employees. This total amount would come to under \$10,000 estimated, depending on the participation in the program.

Council would like to show support for the health of our part-time employees as well. They ask Haines if there was interest shown. Haines replies that there has been interest expressed to her from employees.

Some on Council would like to see this brought to Budget & Finance Committee and maybe Goals & Objectives. There is a question posed on whether or not these part-time employees already have their own health care plans. There is also consideration by Council on their role regarding the health and wellness of City employees and is it cost effective and is this the right program.

Some on Council raises a point in this cost being below the threshold of the City Manager's purchase power but is glad to see this come before Council since this is a new program.

There are other points shared on promoting a healthy lifestyle.

Council talks about considering what other companies do regarding offering premiums if employees take spouses health plans.

Council would like to clarify that this is separate from health plans, this is a separate health and wellness initiative.

Haines talks about how they can review the health plans and how this relationship may play in with the new health and wellness initiative.

MOTION: Salvia moved, Clauser seconded,

To approve the expansion of the health and wellness initiative to part-time employees not to exceed \$14,312.00.

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

10. BOARDS AND COMMISSIONS REPORTS.

10A. Report from the Rochester Area Recreation Authority

King talks about capital improvement projects for RARA regarding mill and fill and core sampling. Unfortunately, the findings were not good and the parking lot replacement will cost more than anticipated but that will be happening this fall. There is also a 5-year professional development plan now set for RARA staff. They also saw a growth in revenue with is a positive. There was also a turf replacement in the field house as well for capital projects.

10B. Report from the Historical Commission

No Report.

10C. Report from the Cemetery Advisory Board

Salvia reports that October 4th will be an event in the Cemetery showcasing the history of those buried there and some of their stories. There was also discussion on the design of the gate project.

10D. Report from the OPC Social and Activity Center.

Bikson reports the meeting did not happen due to the storm.

10E. Report from the Downtown Development Authority

Trent talks about the new composting program. There will be signage and education regarding the new program and are willing to help neighboring communities if they would like to implement a similar program. Results of the pick-ups will be reported to the public from My Green Michigan. There will also be a dedicated section on the website for this initiative. They will be at the Rochester Farmers Market informing anyone interested in this new program. They will also be reviewing the recycling process to help inform the public of what happens when you recycle.

10F. Report from the Planning Commission

There was a public hearing for 118 W. Third St. There was also a payment in lieu of parking and a façade change. There was also a site plan public hearing set for review. There was also an approval of the new bylaws and there has been work done on a design standards document.

10G. Report from the City Beautiful Commission

Clauser reports that there is work for a mural project at the skateboard project and there will be upcoming garden cleanup work. She is also asking for feedback and ideas for potential projects for boy scouts and girl scouts who would like to get involved. Mayor comments they would like to see a plan for Scott Street to help beautify that area.

10H. Report from the Principal Shopping District

King reports on the staffing of the DDA. There was a request to approve the Kris Kringle Market and that will come before Council for approval. The Graham project is on target to be opened in time for the State of the City on October 19th. The new Saturday market will be launching there as well, they are considering a Sunday market but have not decided yet. There will be an October bar crawl, trick-or-treating coming as well. Rochester Posed is October 1st and Fire & Ice theme will be Heroes and Villains.

11. PUBLIC COMMENT

NONE.

12. GENERAL MISCELLANEOUS.

City Manager Banda says there has been discussion about potential changes and opportunities for Dinosaur Hill. He would like the City to have their own committee for ideas of the future direction of Dinosaur Hill.

MOTION: Jones moved, Salvia seconded,
To nominate Trent and Clauser to the Dinosaur Hill Committee.

VOTE: YES: Jones, Bikson, Clauser, King, Salvia, Trent.

NO: None.

ABSENT: Hauser.

Motion Carried.

Banda also thanks DPW for their work on the cleanup after the storm. Thanks all staff involved with Art & Apples.

Bikson thanks all staff involved in cleaning up after the storm. There was the ground breaking for the Community House project, the opening for the tot lot and the opening of Art & Apples. There was also a successful food truck rally at the OPC.

Trent talks about the success of the Art & Apples festival and thanks everyone involved. Highlights her design from 1993-2005 for the festival design.

Salvia thanks everyone for their work on the ground breaking of the Community House and would like to see the City do something to help replant trees after the storm.

King thanks everyone for the cleanup from DPW.

Clauser thanks everyone for their help following the storm.

Jones seconds all the thanking of staff for the cleanup following the storm and thanks Megan Frazho for also helping work Art & Apples. There is also a new bridge ribbon cutting and reminds everyone of the State of the City on October 19th. There will also be a celebration of June Heineke getting a Congressional Medal for being a "Rosie the Riveter." This is at 2:00 on Thursday.

13. ADJOURN

Mayor Jones adjourned the meeting at 9:09 p.m.

Brian D'Annunzio, City Clerk

Debbie Jones, Mayor

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 09/10/2026 - 09/14/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
09/10/2026	1543(E)	00439	MERS	106,072.04
09/10/2026	144111	10926	ALBAUGH MASONRY STONE & TILE	57,557.02
09/10/2026	144112	10749	ALLIED INCORPORATED	358.06
09/10/2026	144113	06364	ANDERSON, ECKSTEIN AND	2,615.50
09/10/2026	144114	10902	ANGLIN CIVIL, LLC	146,421.86
09/10/2026	144115	09267	APPLIED INNOVATION	258.74
09/10/2026	144116	10716	AQUATEST LABORATORIES, INC	504.00
09/10/2026	144117	MISC	AUXIOM LLC	78,421.40
09/10/2026	144118	10760	BAKEHOUSE 46	50.00
09/10/2026	144119	08222	BASIC	240.00
09/10/2026	144120	MISC	BLACK ICHOR COFFEE	2.00
09/10/2026	144121	10906	BLUE STAR, INC	5,280.00
09/10/2026	144122	10678	BRENNA HOGUE	1,000.00
09/10/2026	144123	00096	BYERS WRECKER SERVICE INC.	145.00
09/10/2026	144124	10927	CAR-AID ROCHESTER LLC	966.12
09/10/2026	144125	10527	CHARLES SIBERT	73.90
09/10/2026	144126	01317	CHARTER TOWNSHIP OF SHELBY	215,602.81
09/10/2026	144127	08522	CORELOGIC TAX SERVICE	754.47
09/10/2026	144128	08522	CORELOGIC TAX SERVICE	7,563.46
09/10/2026	144129	08522	CORELOGIC TAX SERVICE	1,735.92
09/10/2026	144130	08522	CORELOGIC TAX SERVICE	10,183.11
09/10/2026	144131	08522	CORELOGIC TAX SERVICE	9,301.47
09/10/2026	144132	08522	CORELOGIC TAX SERVICE	2,462.26
09/10/2026	144133	08522	CORELOGIC TAX SERVICE	9,454.98
09/10/2026	144134	08522	CORELOGIC TAX SERVICE	7,447.72
09/10/2026	144135	08522	CORELOGIC TAX SERVICE	6,684.42
09/10/2026	144136	08522	CORELOGIC TAX SERVICE	4,176.45
09/10/2026	144137	08522	CORELOGIC TAX SERVICE	6,119.74
09/10/2026	144138	09347	CTS COMPANIES INC	2,586.57
09/10/2026	144139	00010	DALE AHERN	176.50
09/10/2026	144140	03020	DAN'S EXCAVATING, INC.	28,196.40
09/10/2026	144141	00159	DAVEY TREE EXPERT COMPANY	8,070.00
09/10/2026	144142	00175	DILLMAN & UPTON	1,073.52
09/10/2026	144143	MISC	DIPPED IN HEAVEN	4.00
09/10/2026	144144	10864	DRIVEN DESIGN	2,200.00
09/10/2026	144145	00880	DTE ENERGY	1,721.33
09/10/2026	144146	07509	ENVIRONMENTAL WOOD SOLUTIONS	106.30
09/10/2026	144147	09055	G2 CONSULTING GROUP LLC	1,790.00
09/10/2026	144148	10729	GLOBAL SOLUTIONS GROUP, INC	7,127.21
09/10/2026	144149	10825	IMPERIAL DADE	322.48
09/10/2026	144150	10057	INDUSTRIAL STEAM CLEANING	440.00
09/10/2026	144151	09960	KIMBALL MIDWEST	872.97
09/10/2026	144152	10830	L ANTHONY CONSTRUCTION INC	350,575.05
09/10/2026	144153	09807	LERETA LLC	9,303.90
09/10/2026	144154	10672	LUNGHAMER FORD OF OWOSSO	164,199.00
09/10/2026	144155	10066	MR C'S CAR WASH #6 LLC	6.00
09/10/2026	144156	09514	O'REILLY AUTO PARTS	56.64
09/10/2026	144157	00457	OAKLAND COUNTY TREASURERS	232,038.39
09/10/2026	144158	10717	PRIORITY WASTE	2,900.43
09/10/2026	144159	10928	RIGHTWAY REMEDIATION LLC	28,500.00
09/10/2026	144160	00562	ROCHESTER HILLS TIRE & SERVIC	1,211.40
09/10/2026	144161	10566	ROCHESTER PLUMBING & HEATING	159.00
09/10/2026	144162	10651	ROCHESTER SALVAGE & SUPPLY	3,285.00
09/10/2026	144163	10818	SCHMOOKIES COOKIES & BREAD	28.00
09/10/2026	144164	10933	SHARE CORPORATION	290.25
09/10/2026	144165	08184	SHARKAR FARM	75.00
09/10/2026	144166	08562	SOCRRA	440.00
09/10/2026	144167	07867	SPENCER OIL COMPANY	17,624.03
09/10/2026	144168	09995	SUPERIOR EXCAVATING	31,960.00
09/10/2026	144169	10351	SUSAN M MCCULLOUGH	150.00
09/10/2026	144170	09087	THE MEETING HOUSE	250.00
09/10/2026	144171	10692	THE SPICE & TEA EXCHANGE	40.00
09/10/2026	144172	10908	TITAN PAVEMENT	5,940.00
09/10/2026	144173	10461	WEIGAND CRUSHING CO	275.00
09/10/2026	144174	07071	WINTERLAND INC.	18,670.00
09/10/2026	144175	10293	WOLVERINE HARLEY DAVIDSON	2,087.87
09/11/2026	144176	02915	FRANK REWOLD & SON	485,010.34
09/14/2026	1542(A)	03116	CONTRACTORS CONNECTION INC.	263.80

A1 TOTALS:

Total of 68 Checks:

2,091,478.83

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 09/10/2026 - 09/14/2026

Check Date	Check	Vendor	Vendor Name	Amount
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Bank A1 ACCOUNTS PAYABLE

Less 0 Void Checks:

0.00

Total of 68 Disbursements:

2,091,478.83

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 09/17/2026 - 09/21/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
09/17/2026	1549(E)	10691	BLUE CARE NETWORK OF MICHIGAN	19,096.66
09/17/2026	1550(E)	08514	BLUE CROSS BLUE SHIELD OF MIC	133,192.14
09/17/2026	144177	01430	48TH DISTRICT COURT	333.00
09/17/2026	144178	MISC	AAA AUTO CLUB INSURANCE ASSOC	1,302.00
09/17/2026	144179	07323	ABEL ELECTRONICS	210.00
09/17/2026	144180	07170	ABSOPURE WATER COMPANY	74.25
09/17/2026	144181	00613	AMERICAN SPEEDY PRINTING	447.00
09/17/2026	144182	06364	ANDERSON, ECKSTEIN AND	2,555.50
09/17/2026	144183	09267	APPLIED INNOVATION	185.07
09/17/2026	144184	00063	BADGER METER INC.	284.22
09/17/2026	144185	09307	BLUE WATER SOLUTIONS	100.00
09/17/2026	144186	MISC	BOB TURNER PLUMBING	1,500.00
09/17/2026	144187	09559	BOLOGNA VIA CUCINA	280.00
09/17/2026	144188	10515	BOUND TREE MEDICAL, LLC	337.88
09/17/2026	144189	10927	CAR-AID ROCHESTER LLC	262.50
09/17/2026	144190	02324	CERTASITE, LLC	2,876.28
09/17/2026	144191	00057	CITY OF ROCHESTER HILLS	2,968.36
09/17/2026	144192	10728	CIVICSMART PARKING TECH, INC	3,833.50
09/17/2026	144193	10932	COREWELL HEALTH URGENT CARE	125.00
09/17/2026	144194	00159	DAVEY TREE EXPERT COMPANY	18,427.00
09/17/2026	144195	08026	DESSERT OASIS LLC	25.00
09/17/2026	144196	00100	DORNBOSS SIGN AND SAFETY INC.	267.36
09/17/2026	144197	00880	DTE ENERGY	8,889.63
09/17/2026	144198	00192	EJ USA INC	3,200.40
09/17/2026	144199	10776	ERNIE'S ON THE CREEK	910.00
09/17/2026	144200	10650	FORD OF MACOMB	5,138.05
09/17/2026	144201	07565	GEORGIO'S PIZZA & PASTA	100.00
09/17/2026	144202	04977	GIVE THANKS BAKERY & CAFE	25.00
09/17/2026	144203	10709	GOODISON VETERINARY CENTER	99.75
09/17/2026	144204	10809	HEALTHSOURCE SOLUTIONS, LLC	952.00
09/17/2026	144205	10057	INDUSTRIAL STEAM CLEANING	440.00
09/17/2026	144206	09291	IPS GROUP INC	6,375.69
09/17/2026	144207	09960	KIMBALL MIDWEST	1,452.93
09/17/2026	144208	MISC	LANCE CHRISTILAW	30.00
09/17/2026	144209	07285	LUCIDO FINE JEWELRY	100.00
09/17/2026	144210	05801	MAJIK GRAPHICS INC.	830.00
09/17/2026	144211	MISC	MARY JANE COSGROVE	500.00
09/17/2026	144212	00406	MICHIGAN ASSOCIATION OF CHIEF	1,395.00
09/17/2026	144213	06527	MORBARK	1,961.49
09/17/2026	144214	10066	MR C'S CAR WASH #6 LLC	186.00
09/17/2026	144215	01666	OAKLAND ANIMAL HOSPITAL, P.C.	258.11
09/17/2026	144216	00457	OAKLAND COUNTY TREASURERS	59,167.92
09/17/2026	144217	10690	PSX	1,018.67
09/17/2026	144218	10422	REZ-COMM, INC	5,025.00
09/17/2026	144219	00460	ROAD COMMISSION OF OAKLAND CO	530.92
09/17/2026	144220	MISC	SALON MONACO	150.00
09/17/2026	144221	10821	SCHULTZ AND YOUNG PC	1,479.00
09/17/2026	144222	08184	SHARKAR FARM	54.00
09/17/2026	144223	07867	SPENCER OIL COMPANY	4,824.10
09/17/2026	144224	07250	TRUCK & TRAILER SPECIALTIES	16,575.00
09/17/2026	144225	00663	VAN HORN TRUCK PARTS INC.	35.94
09/17/2026	144226	10740	WASTE MANAGEMENT OF MI, INC	1,289.47
09/21/2026	1544(A)	03116	CONTRACTORS CONNECTION INC.	33.45
09/21/2026	1545(A)	08587	NYE UNIFORM	1,317.90
09/21/2026	1546(A)	08728	PARAGON LABORATORIES INC	1,206.25
09/21/2026	1547(A)	09933	TK ELEVATOR	481.03
09/21/2026	1548(A)	10702	WINDCAVE INC	1,275.00
A1 TOTALS:				
Total of 57 Checks:				315,990.42
Less 0 Void Checks:				0.00
Total of 57 Disbursements:				315,990.42



City of Rochester

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

MEMORANDUM

Date: September 16, 2026

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Services Agreement with The Rochester Hills Museum

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

Issue: Consideration of a Renewal of the Services Agreement with The Rochester Hills Museum

Analysis: The City entered into a Services Agreement with the Rochester Hills Museum at Van Hoosen Farm in February, 2024. The Museum provides archival services, historical programs, historical displays, hosts various City events, and performs other services for the City. The Agreement replaced the previous agreement between the parties, which provided for archival services. A copy of the 2024 Agreement is enclosed.

Pursuant to paragraph 6, the initial term was for 3 years and is set to terminate on October 31, 2026. That paragraph also provides that the Agreement will automatically renew for another 3-year term unless either party advises the other its desire to terminate. Thus, it is before City Council to determine if it wants to terminate the Agreement or let it renew for another 3-year term. Of note, even if the Agreement is renewed, there is additional language in the Agreement that allows each party to terminate at any time upon providing the other party a 90-day notice to terminate.

Requested Action: If City Council wishes to terminate the Services Agreement, the requested action would be to direct Administration to provide timely notice to terminate. Or, if City Council wishes to continue the current Agreement for another 3 years, Council can either formally vote to renew, or it can simply take no action, either of which will cause the Agreement to renew until October 31, 2029.

Attachment: Services Agreement with The Rochester Hills Museum

**CITY OF ROCHESTER
SERVICES AGREEMENT WITH
THE ROCHESTER HILLS MUSEUM**

This Services Agreement ("Agreement"), is made as of this ____ day of February, 2024, by and between the City of Rochester, located at 400 Sixth Street, Rochester, MI 48307 ("City") and the Rochester Hills Museum at Van Hoosen Farm, located at 1005 Van Hoosen Rd., Rochester Hills, MI 48306 ("Museum").

WHEREAS, the Museum has presented and represented the regional history of the area for many years,

WHEREAS, the Museum conducts numerous programs about the City, preserves and makes accessible City archives, and makes the Museum facility available for City functions,

WHEREAS, the Museum has tremendous knowledge, history, facility, staff, storage and display capabilities to provide the historical services the City needs, and desires to provide those services,

WHEREAS, the Museum staff presented to Rochester City Council on December 2, 2022 detailing the many functions and services provided to the City,

WHEREAS, the City, on May 8, 2023 at the City budget meeting, approved the Museum request to expand the currently existing archive services agreement of \$10,000 to all services the Museum provides the City for an additional \$30,000 annually,

WHEREAS, the City and Museum believe it is in their respective best interest of regional historical preservation, to enter into this Agreement and have the Museum take on the responsibility for the City's historic preservation, programing, and facility needs.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties, as set forth below, it is agreed by and between the parties as follows:

1. While this Agreement is in effect, Museum shall be responsible for the

historic preservation of all of the historic items entrusted to it by the City. It shall perform said services consistent with and in the same manner as it does with other historical collections entrusted to it.

2. While this Agreement is in effect, the Museum shall be responsible for providing historical programs both about and in the City, providing historical displays at the Museum about the City, and make the Museum available for significant City events upon mutually agreed upon dates.

3. While this Agreement is in effect, the Museum shall also be responsible for providing an annual report to the City, either written or in person, as requested by the City.

4. Upon approval and full execution, this Agreement replaces the previous service agreement between the Museum and the City, dated October 23, 2020 for archive services.

5. In exchange for Museum furnishing these services to the City, the City shall pay \$40,000 (\$30,000 + \$10,000 budgeted for the current archive service agreement) annually to the Museum upon receipt of a quarterly invoice for \$10,000 from the City of Rochester Hills Parks and Natural Resources Department.

6. The initial term of this Agreement shall be three years (3), commencing on November 1, 2023, and terminating on October 31, 2026. Following such initial term, the parties may continue this Agreement on three-year renewal terms under the same terms and conditions. Each renewal term shall be automatic unless the City or Museum advises the other in writing its desire to terminate the Agreement, which termination would be effective 30 days after said notice. Notwithstanding anything to the contrary, either party may terminate this Agreement at any time and for any reason upon providing the other party 90-day notice.

7. Upon termination, the parties will work together to safely and properly relocate Rochester's historical items to a new location.

8. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

9. 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. Nothing in this Agreement shall be construed to waive or in any way limit the City's governmental immunity protection or to create an assumption of liability for the City as to any person or entity whatsoever.

10. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by Museum without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

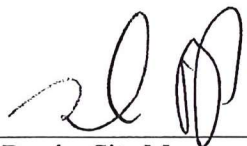
11. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit, the 52/3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled 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. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event 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 52/3 District Court.

12. Museum and the City agree that each party shall be liable for its own actions

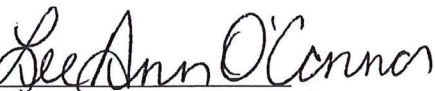
and neither party, nor its respective employees or contractors, shall be construed as employees or agents of the other. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein.

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

CITY OF ROCHESTER

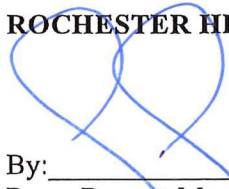
By: 
Nik Banda, City Manager

Date: 2/27/24

By: 
Lee Ann O'Connor, City Clerk

Date: 2-27-24

ROCHESTER HILLS MUSEUM

By: 
Bryan Barnett, Mayor

Date: 3.26.24



DATE: September 22, 2026

TO: Honorable Mayor Jones & Rochester City Council

FROM: Kristi Trevarrow, Rochester DDA

RE: Consideration of Approval of Social District Permit – Bitter Tom’s

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.

Bitter Tom’s requesting a Social District Permit. They are attached to the Common Area and have qualified licenses. Chief Rouhib has confirmed that they are in good standing and eligible to apply.

Tom Bosley, owner of Bitter Tom’s, will be in attendance at the meeting.



City of Rochester

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www.rochestermi.org

MEMORANDUM

Date: September 9, 2026

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Franchise Agreement - DirecTV, LLC ("DirecTV")

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

Issue: Consideration of Cable Franchise Agreement with DirecTV, LLC.

Analysis: The Uniform Video Service Local Franchising Act, 2006 PA 480, MCL 484.3301 et seq. requires the local "Franchising Entity", which is the City, upon receipt of a Franchise Agreement under the Act to either approve or disapprove the Agreement submitted by the video service provider within 30-days of the receipt of the Agreement.

Pursuant to the request of the City, I reviewed the submission filed by DirecTV, LLC (DirecTV) as required by the Act. DirecTV submitted its proposed Agreement to the City, which was received on August 21, 2026. This is a renewal of the existing Franchise Agreement, which was most recently deemed approved September 30, 2016. I have reviewed the new Agreement and it is nearly identical to the one approved in 2016, and is the standard form used by the MPSC.

This is not a METRO Act telecommunications permit agreement as Council has recently considered. Rather, it is a renewal of an existing cable franchise agreement. The renewals are for 10 years.

Upon review of the submittal, and upon review of MCL 484.3303, the Agreement and Attachment were determined to be "complete" pursuant to the mandates of the Act. Notice of Completion under the statute is required to be sent to DirecTV within 15 business days of the City's receipt. On September 9, 2026 I sent DirecTV the statutorily required Notice of Completion, thereby complying with the Act.

Enclosed you will find a copy of a Resolution approving the Uniform Video Service Local Franchise Agreement. The Resolution contains a reservation of the City's right to challenge the Act on various legal theories, while indicating that the Agreement meets the technical requirements of the Act. The City must either approve or disapprove the Agreement by September 21, 2026, which is the business day after the 30th day after the receipt of the Agreement. If the City does not take action by this date, the Agreement would be considered approved by operation of law. However, DirecTV has agreed to allow the City to consider and approve the Agreement at its September 28, 2028 meeting at our request.

Upon review of the Act, the submittal from DirecTV, and the determination that the Agreement is "complete" pursuant to the technical standards of the Act, it is our recommendation that the City approve the enclosed Resolution.

Requested Action: The requested action is for City Council to approve DirecTV Franchise Agreement, adopt the Resolution, and authorize the City Manager to execute the permit.

Attachment: Uniform Video Service Local Franchise Agreement
Resolution

**RESOLUTION OF THE CITY OF ROCHESTER
REGARDING THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE
AGREEMENT WITH DIRECTV, LLC**

WHEREAS, effective January 1, 2007, the Uniform Video Service Local Franchise Act, Act. No. 480 of the Public Acts of 2006, MCL 484.3301 et seq ("Act") went into effect; and,

WHEREAS, Section 3 of the Act requires a Video Service Provider (Provider) to submit a complete Franchise Agreement with the local unit of government, prior to offering video services within the boundaries of a local unit of government (Franchising Entity); and,

WHEREAS, Section 3(2) of the Act requires a Franchising Entity to notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement was filed. If the Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete; and,

WHEREAS, Section 3(3) of the Act requires a Franchising Entity to approve a "complete franchise" within 30 calendar days of the submission of a complete Franchise Agreement; and,

WHEREAS, Section 2 of the Act sets forth all of the provisions and information that a Provider must submit to a Franchising Entity in order to deem the Provider's proposed Franchise Agreement "complete".

WHEREAS, DirecTV, LLC, a California Limited Liability Company (DirecTV), emailed its Uniform Video Service Local Franchise Agreement (Agreement) with the City of Rochester (Franchise Entity), which was received August 21, 2026; and,

WHEREAS, such an Agreement would be a renewal of the existing Uniform Video Service Local Franchise Agreement deemed approved September 30, 2016.

WHEREAS, the Agreement submitted by DirecTV satisfies the requirements of the Act, and the Agreement meets the technical requirements of the Act, and, therefore, the City undertakes to adopt this Resolution approving the Agreement, as required by the Act; and,

WHEREAS, Notice of Completeness of the Agreement was provided by the City of Rochester to DirecTV on September 9, 2026, which was within the 15 business days after receiving the above referenced Agreement and Attachment, in compliance with Section 3(2) of the Act; and,

WHEREAS, based on the filing date and the 30-day deadline, the City would need take action on and notify DirecTV as to whether the City has approved the Agreement on or before September 21, 2026; and,

WHEREAS, DirecTV waived the 30-day deadline to allow City Council to take action at its September 28, 2026 meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City finds that the Agreement meets the technical requirements of the Act, and solely for that reason, the City hereby approves the Agreement with DirecTV.

BE IT FURTHER RESOLVED, that such approval by the City is given only because it is required by the Act, and is not necessarily an indication of the City's Agreement with or assent to any provisions of the Act or Agreement.

BE IT FURTHER RESOLVED, that by approving the Agreement, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Agreement on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds of unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

Passed, adopted and approved this 28th day of September, 2026

CERTIFICATION

I, Brian D'Annunzio, being the duly appointed and qualified Clerk of the City of Rochester, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution _____, the original of which is on file in my office, adopted by the Rochester City Council at a regular meeting held on September 28, 2026.

Brian D'Annunzio, City Clerk

Law Offices of Jeffrey S. Kragt, PLLC

September 9, 2026

Via Email – scott.alexander@directv.com

Scott J. Alexander
Senior Director – External Affairs
DirecTV, LLC
2260 E. Imperial Highway
El Segundo, CA, 90245

Re: City of Rochester – Notice of Completeness to DirecTV, LLC, a California Limited Liability Company DBA DirecTV

Dear Mr. Alexander:

Pursuant to the mandates of 2006 Public Act 480, MCL 484.3301 et seq, known as the Uniform Video Services Local Franchising Act, the City of Rochester provides you with the following notification. The City received the “Uniform Video Service Local Franchise Agreement” and Attachment A to Attachment 1 on August 21, 2026. The City provides you with this Notice of Completeness as of today’s date, within the 15-business day period after receiving the above Agreement and Attachment. Upon review of these documents, and upon review of Section 3 of MCL 484.3303, such documents are determined to be complete pursuant to the mandates of the Statute.

Should you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Jeffrey S. Kragt

C: Nik Banda, City Manager
Brian D’Annunzio, City Clerk



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

August 21, 2026

Via e-mail delivery

City of Rochester, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Rochester, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Rochester, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 1.00%. If any information needs to be changed, please let me know.

Please feel free to contact me with any questions about the agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Scott J. Alexander", with a long horizontal line extending to the right.

Scott J. Alexander
Senior Director – External Affairs

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Rochester, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California limited liability company, doing business as DIRECTV (the "Provider").

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1.00% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed “confidential.” It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
“[insert PROVIDER’S NAME]
[CONFIDENTIAL INFORMATION]”
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Rochester

**400 Sixth Street
Rochester, MI 48307**

Attn: City Clerk

If to the Provider:
(must provide street address)

DIRECTV, LLC

**2260 E. Imperial Highway
El Segundo, CA 90245**

**Attn: Scott Alexander, Senior Director – External
Affairs**

e-mail address(s): loconnor@rochestermi.org

email address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Rochester, a Michigan municipal corporation

DIRECTV, LLC, a California limited liability company

By

Print Name

Title

Address

400 Sixth Street

City, State, Zip

Rochester, MI 48307

Phone

Fax

e-mail

By



Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: August 21, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Rochester.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

***Verification
(Provider)***

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> August 21, 2026

(Franchising Entity)

City of Rochester, a Michigan municipal corporation

By

Print Name

Title

Address

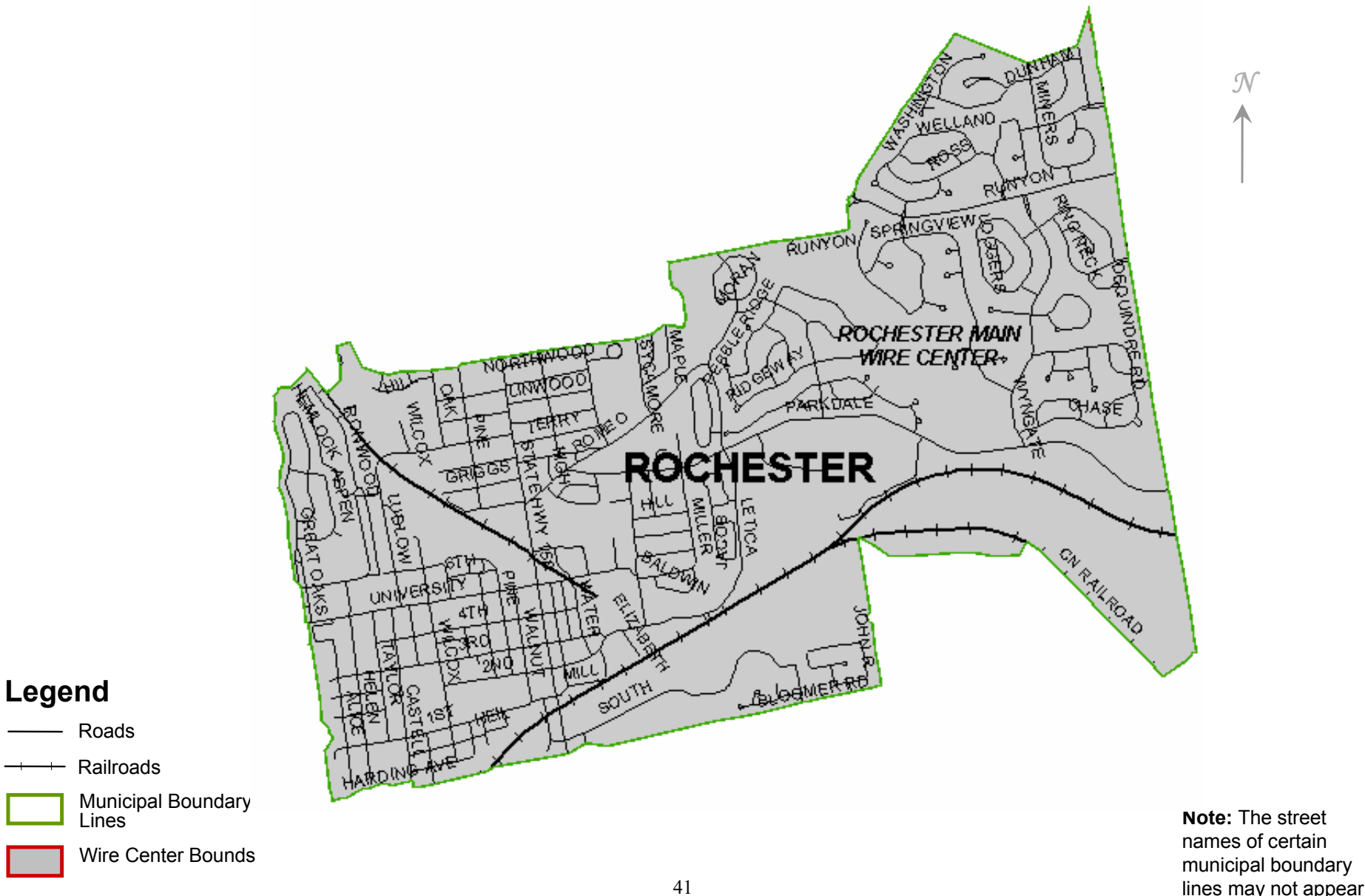
City, State, Zip

Phone

Date:

e-mail

Rochester, Michigan





City of Rochester

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

MEMORANDUM

Date: September 28th, 2026
To: Mayor Jones and Council Members
From: Nicholas Schaefer Public Works Director
Jason Dickinson, Superintendent of Public Works
Subject: RCOC Winter Maintenance Agreement
Anticipated Budget Impact: N/A

Issue: Every year the city enters into a winter maintenance agreement with the Road Commission of Oakland County (RCOC) for the city DPW servicing the county roads within our political borders during winter months.

Analysis: In your packet for review is the 2026-27 RCOC Winter Maintenance Agreement as well as a resolution that must be approved. Every year the city enters into this agreement with the road commission for the city DPW to plow snow and salt roads. This year's agreement will have the RCOC pay the city \$23,108.63, a 4% increase from last year's \$22,219.84.

Payments from the County come 50% in December and 50% in March.
The county roads serviced by the city DPW are Parkdale Rd, Washington Rd, and Dequindre Rd.

Requested Action: City staff are requesting that the City Council approve a resolution to enter the 2026-27- Winter Maintenance Agreement with the RCOC.

Attachment(s): (1) Resolution
(2) Letter from Darryl Heid, Director of Highway Maintenance, Dated September 10th, 2026
(3) 2026-27 Winter Maintenance Agreement



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

James Esshaki
Commissioner

Tylene L. Henry
Commissioner

Eric D. McPherson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

**Highway Maintenance
Department**

**2420 Pontiac Lake Road
Waterford, MI 48328**

248-858-4881

www.rcocweb.org

September 10, 2026

Mr. Nick Schaefer
Director of Public Works
City of Rochester
400 Sixth Street
Rochester, MI 48307

RE: 2026-2027 Winter Maintenance Agreement

Dear Mr. Schaefer:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Rochester.

This 2026-2027 agreement has an increase of 4%, which increases the amount from \$22,219.84 to \$23,108.63.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please provide proof that your liability insurance covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/s
Attachment

2026-2027 WINTER MAINTENANCE AGREEMENT
CITY OF ROCHESTER

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2026, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Rochester, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$23,108.63 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2026
50% in March 2027

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height,

weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2026, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2027, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF ROCHESTER
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE
2026-2027
CITY OF ROCHESTER

EXHIBIT A

Parkdale

Letica to Dequindre

<u>Miles</u>	<u>Cost Per Mile</u>	
0.90	\$4,809.23	\$ 4,328.31
0.40	\$6,823.44	\$ 2,729.38
<u>0.19</u>	<u>\$8,416.16</u>	<u>\$ 1,599.07</u>
1.49		\$ 8,656.75

Dequindre Road

23 Mile Road to Washington

<u>Miles</u>	<u>Cost Per Mile</u>	
1.62	\$4,809.23	\$ 7,790.95
0.40	\$6,823.44	\$ 2,729.38
<u>0.41</u>	<u>\$8,416.16</u>	<u>\$ 3,450.63</u>
2.43		\$ 13,970.95

Washington

Dequindre to end of Pavement

<u>Miles</u>	<u>Cost Per Mile</u>	
0.10	\$4,809.23	\$ 480.92
<u>Total Miles 4.02</u>		<u>\$ 23,108.63</u>

TOTAL

TWO LANES (\$4,809.23 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.90	\$4,809.23	\$ 4,328.31
1.62	\$4,809.23	\$ 7,790.95
<u>0.10</u>	<u>\$4,809.23</u>	<u>\$ 480.92</u>
2.62		\$ 12,600.18

THREE LANES (\$6,823.44 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.40	\$6,823.44	\$ 2,729.38
<u>0.40</u>	<u>\$6,823.44</u>	<u>\$ 2,729.38</u>
0.80		\$ 5,458.75

FOUR LANES (\$8,416.16 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.19	\$8,416.16	\$ 1,599.07
<u>0.41</u>	<u>\$8,416.16</u>	<u>\$ 3,450.63</u>
0.60		\$ 5,049.70

Total Miles 4.02

TOTAL

\$ 23,108.63

50% in December 2026 \$ 11,554.32

50% in March 2027 \$ 11,554.31

\$ 23,108.63

EXHIBIT B

2026-2027 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:		or: Combined Single Limit:
Each Person	\$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence	\$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which Exhibit B is attached.

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 15, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Council Agenda-School Liaison Budget Approval-2026/27 FY

Issue:

Request City Council approval of the School Liaison Budget for Fiscal Year 2026/27.

Analysis:

The City of Rochester Police Department assigns two full time police officers to the Rochester Community Schools to serve as School Resource Officers (SROs). The officers work collaboratively with school administration, staff, and students to promote a safe and secure learning environment.

The School Resource Officers assist with school safety and security, respond to school-related emergencies, support school administration and staff, and provide other law enforcement services as needed.

Each year, the Rochester School Board prepares a budget for the School Resource Officer positions provided by the City of Rochester Police Department and the Oakland County Sheriff's Office. The completed budget is presented to City Council for review and approval to provide transparency and appropriate fiscal oversight

Recommendations: Approve the 2026/27 FY budget as presented.

Attachment(s): Copy of the 2026/27 FY budget

**ROCHESTER COMMUNITY SCHOOLS
POLICE / SCHOOL LIAISON BUDGET SCHOOL YR 2026-2027**

2026 (July - Dec) Contract Cost:			
	<u>months</u>		
2 RCPD School Resource Officers	4	\$	136,096
2 OCSO School Resource Officers	4	\$	136,096
1 OCSO Detective Sergeant	6	\$	111,737
2026 Contract Subtotal:			\$ 383,929
2027 (Jan - June) Contract Cost:			
	<u>months</u>		
2 RCPD School Resource Officers	6	\$	222,721
2 OCSO School Resource Officers	6	\$	222,721
1 OCSO Detective Sergeant	6	\$	121,905
2027 Contract Subtotal:			\$ 567,347
Materials and Expenses:		\$	5,000
* Oakland County Safer Communities Fund:		\$	5,000
Total 2026-2027 Police / School Liaison Budget:			\$ 961,276

COST DISTRIBUTION

* Oakland County Safer Communities Fund:		\$	5,000
RCS Share of Total:	50.0%	\$	478,138
Subtotal:			\$ 483,138
<u>Remainder shared by Communities:</u>			
City of Rochester Hills:	67.4%	\$	322,265
Oakland Township:	9.2%	\$	43,989
City of Rochester:	23.4%	\$	111,884
	100.0%	Subtotal:	\$ 478,138
(Percentages supplied by RCS)			
TOTAL REVENUE:			\$ 961,276

* excluded from Municipal allocation

-



City of Rochester

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

MEMORANDUM

Date: September 21st, 2026
To: City Council and Election Commission
From: Brian D'Annunzio, City Clerk
Subject: Approval of Preprocessing for Absentee Board

The State of Michigan allows for early preprocessing of absentee ballots to help local municipalities process their absentee ballots in a timely manner so results are readily available on Election Day. Whereas PA 195 of 2022 allowed for clerk's offices to open ballot envelopes and sort these ballots, PA 81 of 2023 went further in allowing clerk's offices to open ballots and begin tabulating. Jurisdictions greater than 5,000 population are allowed to begin 8 days prior to an election, jurisdictions smaller than 5,000 population are allowed only for the Monday before Election Day.

Due to the increasing number of voters choosing absentee, and due to the larger expected voter turnout, I believe it is in our interest to have the absentee counting board begin this preprocessing on Monday, November 2nd, 2026 from the hours of 10:00 am – 5:00 pm. This will allow for a head start as well as acclimate new workers to the absentee board prior to Election Day.

Requested Action: The Election Commission to review and approve this resolution pertaining to the preprocessing of absentee ballots.



City of Rochester

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

RESOLUTION

PREPROCESSING OF ABSENTEE BALLOTS

WHEREAS, PA 81 of 2023 states that local jurisdictions may approve and utilize the ability to have preprocessing and tabulation of the absentee ballots up to 8 days prior to the Election if a jurisdiction is greater than 5,000 population

THEREFORE, BE IT RESOLVED THAT, the Rochester City Council and Election Commission adopt this Resolution authorizing the City Clerk to convene the Absentee Counting Board on Monday, November 2nd, 2026 from the hours of 10:00 a.m. to 5:00 p.m. in the conference room of the Municipal Building, 400 Sixth Street, Rochester MI 48307, to begin the preprocessing of absentee ballots.

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Rochester City Council and Election Commission on the 28th day of September 2026.

Brian D'Annunzio, City Clerk



4393 Collins Road
Rochester, MI 48306
(248) 651-9260
Paintcreektrail.org

PAINT CREEK TRAILWAYS COMMISSION
REGULAR PUBLIC MEETING NOTICE AND AGENDA

Tuesday, September 15, 2026, 7:00 p.m.
Rochester City Hall, 400 Sixth Street, Rochester, Michigan 48307

MEETING AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance to the Flag of the United States of America
4. Amendments to/Approval of September 15, 2026, Agenda
5. Approval of Invoices
6. Approval of Treasurer's Report
7. Approval of Minutes – August 18, 2026, Meeting
8. General Public Comment
9. Temporary Use Application: Clinton River Area Mountain Bike Association, Oct 10th
10. Update: Labor Day Bridge Walk/Run, September 7th
11. Update: Bridge 31.7 Ribbon Cutting Ceremony, September 24th
12. Manager's Report
13. Commissioner Reports
14. Adjournment

Next meeting: Tuesday, October 20, 2026, 7:00 p.m.,
Paint Creek Cider Mill, 4480 Orion Road, Rochester, Michigan 48306



Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Dr. Julie Alspach, Theresa Mungoli, Amanda MacCormick
Student Representatives: TBD

500 E. Second Street

September 16, 2026

5:00 PM

1. Call to Order
2. Roll Call
3. Reading and consideration of the minutes:
 - a. [August 20, 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 – August 2026
 - i. Request for approval of the bills in the amount of: [\\$239,109.53](#)
 - b. Review of the monthly budget reports
 - i. [Revenue Vs Budget](#)
 - ii. [Expense Vs Budget](#)
 - iii. [Trial Balance Report](#)
 - iv. [M2M Comparison](#)
8. Unfinished Business
 - a. None
9. New Business
 - a. None
10. Administrative Reports
 - a. Executive Recreation Director's Report
 - i. [Report](#)
 - b. Assistant Recreation Director's Report
 - i. [Report](#)



Regular Board Meeting Agenda

Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Dr. Julie Alspach, Theresa Mungoli, Amanda MacCormick
Student Representatives: TBD

500 E. Second Street

September 16, 2026

5:00 PM

- | | |
|----------------------------------|--|
| c. Communications Officer Report | h. Adaptive Report |
| i. Report | i. Report |
| d. Sports Report | i. Rec Center & Facility Reservations Report |
| i. Report | i. Report |
| e. Camps Report | j. Parties Report |
| i. Report | i. Report |
| f. Events Report | k. Morgan Report |
| i. Report | i. Report |
| g. Activities Report | l. Lauren Report |
| i. Report | i. Report |
| 11. Miscellaneous | |
| 12. Public Comments – General | |
| 13. Adjournment | |

Sub-Committees:

Human Resources Committee – Emily Schoeller, Theresa Mungoli, 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 Mungoli, Amanda MacCormick, John Muenk



**Regular Meeting Agenda
Wednesday, September 16, 2026 7:00 pm
Rochester Municipal Building, 400 Sixth Street**

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes – August 19, 2026
4. Audience Comments
5. Liaison Reports
 - A. City Council – Jessica Clauser
 - B. Chamber of Commerce – Bob DiTommaso
 - C. Historical Commission – Don Sienkiewicz
 - D. Principal Shopping District – Paul Haig
6. General Business Items
 - A. Market + The Graham Update – Ben Giovanelli
 - B. The Graham Ribbon Cutting/State of the City – Mayor Jones/Kristi Trevarrow
 - C. Programming at The Graham – Kristi Trevarrow
 - D. Downtown Sound System Wireless Receiver Replacement Proposal – Kristi Trevarrow
 - E. Social District Update – Kristi Trevarrow
7. Receipt of Regular Reports
 - A. Executive Director Update
 - B. Events & Marketing Update
 - C. Financial Report for DDA
 - D. Business Development Committee
 - E. Site Development Committee
8. Adjourn

The next regular meeting of the Rochester DDA will be held on October 21, 2026.



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 Cemetery Commission:
William Pietrzyk, Downtown Development Authority (DDA): Don Sienkiewicz,
RHC Members: Robert Michalka, Julia Johnaon, Jo Soko, Tim Petro,
Rochester City Council Liaison: Mayor Jones, Alternate Kay Johnson

400 Sixth Street	September 24, 2026	7:00 pm
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- Call to order
- Approval of RHC meeting minutes for August 27, 2026- All
- Treasurers Report – Cy
 - 2027 Budget Report Ending Date August 31, 2026
- Secretary Report – Communications – Bill/Cy
- Update on Historical Plaque Program – Lynn
- Van Hoosen Museum Update on Archive Project - Lynn
- Review/Incorporate Attorney comments into RHC By-Laws - All
- 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 Meeting on September 1 - Bill
 - Number of Sales of DUR Book – Cy
 - Unfinished and New Business
- Miscellaneous
- Adjournment: **Next Meeting October 22, 2026**



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 24, 2026	5:00 PM	Classrooms 2&3
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1. Call to Order
2. Roll Call
3. Additions/Changes to the Agenda
4. Public Comment (Comments not on the agenda and limited to 3 minutes)
5. Approval of the Minutes of the 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