



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	October 12, 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
5. Approval of the Consent Agenda
 - A. Consideration to approve the minutes of the September 28, 2026 meeting.
 - B. Receipt of the Check Register Reports.
6. Old Business/Tabled Items
7. Public Hearings
 - A. Public Hearing Notice: 118 W Third Street Consideration of Special Project Site Plan and special exception for upper story residential apartments.
8. Legislative Deliberation
9. Reports and Regular Business
 - A. Consideration to Approve The Eastman for a Social District Permit.
 - B. Consideration of a request to purchase one 2027 Chevrolet Tahoe for road patrol and one 2026 Chevrolet Silverado for the Detective Bureau.

- C. Approval of Hours and Name Changes to D'Marco's/Harrisons Liquor License and Operation Agreement.
 - D. Consideration of Water Tower License Agreement with Rochester Community Schools.
 - E. Consideration to approve the list of election inspectors for the November 3rd, 2026 General Election.
 - F. Consideration to approve the City Clerk and the Deputy City Clerk to conduct the public accuracy test.
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 the Rochester Avon Recreation Authority.
 - C. Receipt of a report from the Zoning Board of Appeals.
 - D. Receipt of a report from the Planning Commission.
 - E. Receipt of a report from Cemetery Advisory Board.
 - F. Receipt of a report from Principal Shopping District.
11. Public Comment
12. General Miscellaneous
13. Adjourn

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



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Procedure for Hybrid Public Meeting

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

- Live stream audio and video content on two (2) separate streaming platforms available at the City's [YouTube](#) and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)
- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: mfrazho@rochestermi.org.)
- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 826 9606 0640**. 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/82696060640> (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.

1. CALL TO ORDER

Mayor Jones at 7:00 p.m.

2. ROLL CALL

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

ABSENT: Sara King

3. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON-SCHEDULED/PRESENTATIONS

4A. Legislative update by State Senator Mike Webber.

Senator Webber briefs Council on the fall legislative update. The state budget, Rochester Community House grant, Elizabeth Park grant, Common Ground support program, an Oakland University science program, and road funding were highlights of ongoing projects related to the City of Rochester. They are working on revenue sharing bills, supported in the Senate, will now go to the House. They are also discussion potential solutions for setting up guard rails against large-scale data centers. Councilmember Trent asks if he can look into a pair of House bills regarding batteries and battery use for the environment.

4B. Chief Rouhib and Sgt. Firman are presenting a new potential program called Rochester Resilient.

Chief describes this new potential program is in the planning phase and this has been brought before the DDA for their consideration as well. This program is to build a partnership between the police, fire, healthcare providers, and businesses downtown. Part of this process was a discussion on assigning an officer to a block for familiarity with the business owners. The next part would be a health focused program that involves showing the businesses what they can do with regards to health emergencies with people. Another part of the program will be education such as how to deal with robberies, how to plan for security events, how to be security focused when hiring. Chief says the program will amend itself based on the needs and desires of the participants.

Sgt. Firman is looking to build business relationships and to offer businesses downtown extra potentially lifesaving equipment. They have brought this before the DDA for their review. Sgt. Firman is saying they are not asking for a budget at this meeting, but to advance the program's approval. This program can help with injuries, emergency events, severe weather, and other 911 related situations. AED assistance stations are one option to place downtown on side streets so that there is public access should an event occur downtown. This program is customizable so that

Council can decide what, if anything, they would like to sign on for. Sgt. Firman then reviews the different classes and timetables for those segments. He is seeking approval of the program and a phased launch with the program's partners, with them bringing back further details for review at a later date.

Council thanks Sgt. Firman and Chief Rouhib for their work but would like clarity on what the ask is for them to be voting on tonight. The Sgt. is looking for an overall approval of the program, for him to continue his work and reach out to City partners, and begin coordinating with downtown businesses.

There is then discussion between the Chief and Council on which aspects of the program should go before which committee or board, i.e. Parking Advisory, DDA.

Council asks for the history of the start of the program. City Manager Banda also informs the Council of the history of the program and its presentation with the DDA.

Stemming from this is a discussion on other City programs such as the bike ordinance and the social district rollout.

There is also discussion about the City website and the current information being displayed regarding the potential program.

Council comes to a consensus that the program is a good idea and they like the concept but feel it is too underdeveloped yet for them to feel comfortable voting on to give approval. They would prefer the Police to work with the City Manager and have more discussion on the program internally and bring back some answers for the questions asked tonight.

MOTION: Salvia moved to bring back this item for future consideration, Trent seconded, To direct City Administration have to further dialogue on the program and bring this back before Council for consideration with the additional caveat that the Police Dept. commence with the "adopt-a-block" portion of the program.

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

NO: None.

ABSENT: King.

Motion Carried.

One resident gives public comment giving a favorable opinion of the program, specifically with regards to the police "adopt-a-block" portion. He feels others share in the positivity regarding the program.

One resident wants to bring forward the issue of the graffiti underneath the bridge and would like to see Police put a stop to it. He also comments on sidewalks downtown regarding abrupt stops without connections to the next section. He also comments on the state of repair for benches and other items around the city.

One resident comments on the recent storm and her concerns about how long it took for DPW to get to cleaning up the Cemetery. She would like to make sure the City has enough help to deal with events such as these.

One resident comments on the City's TNR program regarding cats throughout the city. She goes through the history of the TNR program and the current state of wild cats in and around her neighborhood. She expresses her role in the program in caring for the animals and would like to see the City take more responsibility in caring for the cats. She talks about her work alongside the Police Dept. and the County's animal program. She then talks about her concern for the upcoming winter as well as the funding and lack thereof regarding the feeding of the cats and how she would like the City to take a role in this.

One resident comments on the meeting for the Harrison Building's future. She also comments on DPW regarding contact information on the website and their curbside pickup in taking certain bushes and how some are being left behind.

5. CONSENT AGENDA

5A. Regular meeting minutes for September 14th, 2026.

MOTION: Bikson moved to approve the consent agenda, Clauser seconded,
To approve the regular meeting minutes for September 14th, 2026.

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

5B. Accept receipt of the Check Register report.

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

6. OLD BUSINESS/ TABLED ITEMS.

NONE.

7. PUBLIC HEARINGS

NONE.

8. LEGISLATIVE DELIBERATIONS

NONE.

9. REPORTS AND REGULAR BUSINESS

9A. Consideration to renew services agreement with Rochester Hills Museum.

Pat McKay and Cathy Fitzpatrick are present to discuss what the Museum has been up to at the Van Hoosen site and what archival work they've been working on as well as the various programs they've been helping with specific to Rochester. He also talks about the fundraising for their new building they are hoping to secure.

Mayor comments that the contract would be Nov. 1, 2026 – Oct. 31, 2029.

Council thanks the Museum for their constant help and love the work the Museum has been doing.

MOTION: Salvia moved, Trent seconded,
To extend the contract with the Museum through 2029

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

NO: None.

ABSENT: King.

Motion Carried.

9B. Consideration to approve Bitter Tom's for a social district permit.

Council asks the owner if he's received training and knows the rules. He replies he has met with Kristi and understands.

MOTION: Trent moved, Clauser seconded,
To approve the social district permit for Bitter Tom's Distillery.

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

NO: None.

ABSENT: King.

Motion Carried.

9C. Consideration of DirecTV Cable Franchise agreement renewal.

Attorney Kragt briefs the Council on the agreement, how he has no issues with the agreement and would recommend approval for the next ten years.

Council asks about the services provided. The licensee responds on the services and the history of their agreement.

MOTION: Bikson moved, Hauser seconded,
To approve the agreement with DirecTV Cable Franchise for another ten years.

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

NO: None.

ABSENT: King.

Motion Carried.

9D. Consideration of a resolution for the 2026-27 Winter Maintenance Agreement with RCOC.

DPW Director Schaefer briefs Council on the agreement and the slight increase in funding by 4% and what roads are covered.

Council asks if 4% is usual, Director Schaefer says it is usually 3% but it is 4% this year.

MOTION: Salvia moved, Clauser seconded,
To approve the agreement for the 2026-27 Winter Maintenance Agreement with RCOC.
VOTE: YES: Jones, Bikson, Clauser, Hauser, Salvia, Trent.
NO: None.
ABSENT: King.
Motion Carried.

9E. Consideration of a request to approve the Rochester Community School Liaison Budget for Fiscal Year 2026/27.

Chief Rouhib talks about the importance of the program as well as the funding mechanisms and how the program essentially pays for itself. He is happy to introduce the new Liaison Officer, Ryan Hankey, and wishes the previous Liaison Officer, Amy Drehmer, a happy retirement. Officer Hankey will be overseeing Hart Middle School and Stoney Creek High School.

Council asks about the Liaison Officer's role in the summer, Chief talks about the different options of coming back or taking time off after accumulating time from special school events. There are also questions about what the School District covers. Mayor Pro Tem talks about how important this program is and thanks the Police for their work on this. Council also asks about the use of dogs in the schools and throughout the community.

MOTION: Clauser moved, Salvia seconded,
To approve the budget for the School Liaison Officer for the Rochester Community School District for 2026/27.
VOTE: YES: Jones, Bikson, Clauser, Hauser, Salvia, Trent.
NO: None.
ABSENT: King.
Motion Carried.

9F. Consideration to approve the preprocessing of absentee ballots resolution.

City Clerk D'Annunzio briefs Council on the success of preprocessing from the August Primary election and would like to once again make use of preprocessing for the November General election on Monday, November 2nd from 10:00am – 5:00pm.

MOTION: Bikson moved, Trent seconded,
To approve the preprocessing of absentee ballots resolution for the November election.

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

NO: None.

ABSENT: Hauser.

Motion Carried.

10. BOARDS AND COMMISSIONS REPORTS.

10A. Report from the Paint Creek Trailways Commission

Councilmember King is sick tonight so no report, but Mayor Jones announces there is a resident commission sport open.

10B. Report from the Rochester Area Recreation Authority

Councilmember King is sick tonight so no report.

10C. Report from the Downtown Development Authority

Clauser gives an update on the Graham project and the upcoming potential programming for it. There also is a new sound system for downtown coming. There is a new restaurant subcommittee as well for discussing other events.

10D. Report from the Historical Commission

Jones is resigning from the Commission.

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

Bikson talks about class attendance statistics and programming related around demand. There was also strategic planning discussed.

10F. Report from the Asset Committee

Hauser talks about the road closure for Runyon on October 5th for 3-4 weeks. There is also construction at Great Oaks. Community House construction is also underway. There was also discussion on future funding for future repairs and maintenance. There is an opening for a resident position as well.

10G. Report from the Budget and Finance Committee

Trent discusses the fund balance policy and what they will do with extra money. They will be holding a workshop to discuss what additional funding may go towards. There will also be discussion on extra cemetery funding for cleaning of headstones. There are also some upcoming vehicle purchases that will be coming soon.

11. PUBLIC COMMENT

One resident speaks about the upcoming cemetery event and if they had sent out the letter to all residents asking for donations.

12. GENERAL MISCELLANEOUS.

Clerk D'Annunzio thanks Megan Frazho, Holy Meyers, Karen Kleino for help to get the absentee ballots out. There will be resolutions next meeting for appointing the election workers as well as

setting the public accuracy test for Thursday, October 15th at Noon. Early voting starts October 24th, 2026. There will be no significant changes regarding mail in voting.

Banda thanks the Clerk's Office, he also thanks DPW for their continued work on the storm cleanup, and that holiday lights are going up downtown

Bikson thanks the Clerk for the preprocessing of absentee ballots. Thanks DPW for the trail work and the Police force for patrolling the trail as well.

Trent reminds people to turn over their ballot and check both sides. She also thanks the first responders for a personal incident. The food waste program has begun and an article will be coming out soon informing the residents of this. Thanks goes to the residents helping with the micro forest. She also confirms that recycling is occurring and they will be doing a myth busting segment about recycling. There is also work coming up for the MML conference for a potential community excellence award.

Hauser would like to confirm that Consumers Energy will be restoring the property that was disturbed from their recent work. Schaefer confirms they follow up with Consumers and will make sure they will be restoring the work.

Salvia announces that she is excited for the MML conference and hopes to bring home the award.

Clauser thanks Cory for the water facility tour and talks about the design standards downtown and thanks the Planning Commission for that work. She is also excited for the future of Dinosaur Hill and working on that transition committee.

Jones acknowledges the bridge grand opening and work regarding the new shelters. She wants to thank Amy Drehmer for her service. She is happy to have appeared at the "Rosie the Riveter" award ceremony. There are openings for a handful of committees so please reach out if you are interested in serving on any.

13. ADJOURN

Mayor Jones adjourned the meeting at 9:41 p.m.

Brian D'Annunzio, City Clerk

Debbie Jones, Mayor

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 09/24/2026 - 09/28/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
09/24/2026	144228	MISC	9TH CIRCUIT COURT	600.00
09/24/2026	144229	07323	ABEL ELECTRONICS	525.00
09/24/2026	144230	10935	ADVANCED REHABILITATION TECHN	153,390.61
09/24/2026	144231	07464	AIRGAS USA LLC	151.34
09/24/2026	144232	06364	ANDERSON, ECKSTEIN AND	60,959.88
09/24/2026	144233	10393	AUGER KLEIN ALLER ARCHITECTS	1,875.00
09/24/2026	144234	02541	AURUM DESIGN	150.00
09/24/2026	144235	08950	BARCO PRODUCTS COMPANY	2,137.28
09/24/2026	144236	08676	BATTERY GIANT	3.95
09/24/2026	144237	10515	BOUND TREE MEDICAL, LLC	240.79
09/24/2026	144238	10844	BRENNEN FLANIGAN	418.70
09/24/2026	144239	10927	CAR-AID ROCHESTER LLC	206.93
09/24/2026	144240	10686	CARRIE SIMON	185.50
09/24/2026	144241	10845	CEC CONTROLS CO, INC	1,380.00
09/24/2026	144242	10527	CHARLES SIBERT	2,825.10
09/24/2026	144243	00138	CONSUMERS ENERGY	1,880.26
09/24/2026	144244	09854	CUSTOM PRODUCTS CORPORATION	1,104.41
09/24/2026	144245	00159	DAVEY TREE EXPERT COMPANY	74.00
09/24/2026	144246	MISC	Decorative V & Z CONCRETE INC	1,500.00
09/24/2026	144247	00880	DTE ENERGY	2,759.22
09/24/2026	144248	10848	FERRARA HEATING & AIR COND, I	1,500.00
09/24/2026	144249	09055	G2 CONSULTING GROUP LLC	2,265.00
09/24/2026	144250	01797	GALLS INC.	672.18
09/24/2026	144251	10150	HENRY FORD EMPLOYER SOLUTIONS	460.00
09/24/2026	144252	MISC	HUNGRY HOWIES	50.00
09/24/2026	144253	10825	IMPERIAL DADE	139.29
09/24/2026	144254	10211	ISP TECHNOLOGIES LLC	34,236.00
09/24/2026	144255	08571	JEFF FIRMAN	2,428.39
09/24/2026	144256	08912	JULIE CZERWINSKI	350.00
09/24/2026	144257	02388	KUSTOM SIGNALS, INC.	2,134.15
09/24/2026	144258	10654	MACQUEEN	9,409.68
09/24/2026	144259	07060	MESSINA TRUCKING INC.	4,165.50
09/24/2026	144260	10092	MI STATE OF MIND	935.00
09/24/2026	144261	MISC	MIKE PALMER	90.21
09/24/2026	144262	09514	O'REILLY AUTO PARTS	8.99
09/24/2026	144263	00457	OAKLAND COUNTY TREASURERS	28.50
09/24/2026	144264	10761	OUTDOOR EQUIPMENT CO	68.97
09/24/2026	144265	10506	RAFTELIS	1,636.25
09/24/2026	144266	MISC	RECIPES ROCHESTER	475.00
09/24/2026	144267	10334	RETRO FITNESS-ROCHESTER-SCS F	119.92
09/24/2026	144268	10422	REZ-COMM, INC	3,675.00
09/24/2026	144269	00562	ROCHESTER HILLS TIRE & SERVIC	1,245.36
09/24/2026	144270	10676	RYAN HANKEY	490.35
09/24/2026	144271	03391	SANTA & CO., LLC	6,249.00
09/24/2026	144272	10614	SIGNS & MORE	2,820.00
09/24/2026	144273	07867	SPENCER OIL COMPANY	6,674.76
09/24/2026	144274	10351	SUSAN M MCCULLOUGH	150.00
09/24/2026	144275	10692	THE SPICE & TEA EXCHANGE	100.00
09/24/2026	144276	10516	THOMSON REUTERS-WEST	147.96
09/24/2026	144277	10908	TITAN PAVEMENT	9,635.00
09/24/2026	144278	07250	TRUCK & TRAILER SPECIALTIES	451.81
09/24/2026	144279	03668	USZTAN L.L.C.	314,284.10
09/24/2026	144280	00663	VAN HORN TRUCK PARTS INC.	71.96
09/24/2026	144281	10562	VIVIANO FLOWER SHOP, INC.	159.00
09/24/2026	144282	00679	WEINGARTZ SUPPLY CO.	624.65
09/28/2026	1552(A)	05089	AMY DREHMER	585.61
09/28/2026	1553(A)	03116	CONTRACTORS CONNECTION INC.	61.40
09/28/2026	1554(A)	10302	CORE & MAIN LP	3,000.86
09/28/2026	1555(A)	10414	LINEAR CONSULTING FIRM LLC	3,360.00
09/28/2026	1556(A)	08587	NYE UNIFORM	1,180.15
09/28/2026	1557(A)	08210	SUN LIFE FINANCIAL	13,435.92
A1 TOTALS:				
Total of 61 Checks:				661,943.89
Less 0 Void Checks:				0.00
Total of 61 Disbursements:				661,943.89



City of Rochester

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To: Honorable Mayor and City Council

From: Jeremy Peckens, Planning and Zoning Administrator

Date: 10/8/2026

RE: Special Project – 118 W. 3rd St.

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

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

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

Recommended Motion

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

Jeremy Peckens, MPA
Planning & Zoning Administrator



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





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City Council

NOTICE OF PUBLIC HEARING

400 Sixth Street

October 12, 2025

7:00 pm

NOTICE IS HEREBY GIVEN THAT THE ROCHESTER City Council will hold a Public Hearing for the consideration for 118 W. 3rd St – Request for Special Project Site Plan review and special exception for upper story residential in the CBD. The public hearing is scheduled for Tuesday, October 12th, 2026, at 7:00 p.m. at the Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48307.

All interested citizens are requested to attend the Hearing. Public comments may be submitted in writing or presented orally at the time of the meeting. To submit written comments in advance, or for assistance and questions about accessing and/or making public comment during the meeting, our Planning Coordinator can provide assistance; please reach out to Jeremy Peckens at (248) 733-3700 or by email: Jpeckens@rochestermi.org.

If you are unable to be present at the Public Hearing, please submit your written comments to the Office of the City Manager, Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48307, PRIOR to the scheduled Public Hearing.

For further information, please contact **Jeremy Peckens, Planning and Zoning Administrator**, at **248-733-3700**. See Planning Commission Agenda Packet for Zoom participation information.

Publish on or before September 27th, 2026

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.

PROJECT NARRATIVE

Adaptive Reuse of the Former Victorian Rose Tea House

118 W 3rd St. • Rochester, Michigan 48307

Submitted to the City of Rochester Planning Commission

Applicant / Owner: 118 W 3RD STREET LLC

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

Parcel ID: 15-15-232-005

Zoning District: CBD (Central Business District)

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

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

Date: August 11, 2026

1. Introduction and Request

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

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

2. Property History and Existing Conditions

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

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

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

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

3. Zoning Context and Proposed Use

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

Proposed Use

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

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

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

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

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

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

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

A Vibrant, Pedestrian-Oriented Downtown

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

Economic Development and Reinvestment

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

Housing Choice and a Live-Work Downtown

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

Preservation of Historic Character and Community Identity

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

5. Site, Parking, and Design Considerations

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

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

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

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

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

6. Compatibility with Surrounding Area

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

7. Conclusion and Request

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

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

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



MCKENNA

September 1, 2026

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

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

Dear Commissioners:

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

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

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

COMMENTS

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

- 1. Consistency with the Master Plan.** As stated in the project narrative provided by the applicant, this project advances several of the Master Plan's central themes, including providing a variety of housing types, preservation of Rochester's existing character, and rehabilitation of an underutilized building in the downtown. The Future Land Use Map designates the parcel as, "Downtown Interface," outside of the "Downtown Core," and intended to bridge the gap between the dense downtown and the neighboring residential uses.
- 2. Use.** The proposed use is an office space on the ground floor with a two-bedroom residential apartment on the upper floors. Offices are permitted by-right in the CBD; upper-story apartments are permitted as

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235 East Main Street
Suite 105
Northville, Michigan 48167

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MCKA.COM

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

3. **Dimensional Standards.** The structure meets all dimensional standards for the underlying zoning of CBD.
4. **Architecture.** The intent of this project is to maintain the existing building, preserving the existing character, façade, and design features. This is consistent with the character of the surrounding area, although deviates from design goals for the CBD zoning district (Section 2118). The special project review has been implemented to help facilitate this preservation.
5. **Parking.** The development provides 10 parking spaces (one labeled barrier-free) on the side and rear of the property. This exceeds the requirement for the desired use. Three spaces are required for the first-floor office space and 2 are required for the two-bedroom, upper-story apartment.
6. **Access and Circulation.** An Access and Circulation plan has been provided for the property. The maneuvering lane along the angled parking off of Third Street is only 13'6" wide. The ordinance requires maneuvering lanes of less than 15' to be designated for one-way traffic only. Based on images of the site, it appears that the marking does exist, but should be updated for clarity.
7. **Landscape Plan.** The applicant intends to maintain the existing greenspace on the site, while refreshing plantings in a way that is consistent with the surrounding character of the neighborhood.
8. **Utilities Plan.** A description of utilities and waste management for the site are addressed by the applicant narrative.
9. **Lighting.** An updated photometric plan has been provided and lighting on the property now complies with the minimum and maximum footcandles allowed for each lighting type, by land use, as defined by Section 2306 of the Ordinance. The proposed lighting fixtures are downward facing and comply with all relevant standards.
10. **Impact.** The proposed use will have minimal impact on the surrounding area. As a structure that previously housed a commercial use, the proposed use will actually reduce the intensity of use on the site and vehicle trips produced by the site, and serve as an appropriate transition between the core downtown and the neighboring residential uses.
11. **Signage.** No signage is proposed at this time. Any additional signage proposed will require administrative approval from the City's Planning Staff.
12. **Special Project Consideration.** Site plan approval of the proposed project shall be conditioned on the applicant receiving special project approval from city council.

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



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

RECOMMENDATION

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

Respectfully
McKENNA

Lori Morgan, AICP
Senior Planner

Cc: Jeremy Peckens
 Nik Banda
 Jeff Kragt
 Rose McKinney



Project Evaluation Worksheet – 118 W. Third Street

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

- The Evaluation Worksheet consists of 20 Development Components used to determine threshold criterion which will either be met or not met by the project. If the criterion is met, it receives 1 point. There are 20 criteria, with a maximum score of 20 points.
- A score between 0-7 points is not sustainable and does not meet city goals
 - A score between 8-14 points indicates the project must further mitigate
 - A score between 15-20 points is sustainable and meets city goals

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

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

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

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



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

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



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: October 5, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Council Agenda -Vehicle Replacements

Issue: Request council to approve the purchase of one 2027 Chevrolet Tahoe for road patrol and one 2026 Chevrolet Silverado for the Detective Bureau.

Analysis: The police department is requesting approval for the purchase and reassignment of vehicles to address current fleet needs within the Parking Division, Detective Bureau, and command staff. These changes will improve vehicle availability, provide appropriately sized vehicles for assigned personnel, and reduce the likelihood of continued expenditures on aging, high-mileage vehicles.

Parking Division/Detective Vehicle

Following the recent sale of one of our Police Department's parking enforcement vehicles, the Parking Division currently has **one vehicle assigned to three employees**. This creates a significant operational limitation and makes it difficult for parking personnel to effectively perform their daily responsibilities.

To address this need while making efficient use of our existing fleet, I am requesting that the **Chevrolet Equinox currently assigned to the Detective Bureau be transferred** to the Parking Division. The Equinox is a smaller vehicle and is well suited for the Parking Division's daily operations.

The two detectives currently share the Equinox. Due to the size of our detectives, the vehicle is not an appropriate long term fit for their operational needs. Reassigning the Equinox to Parking would provide that division with a dedicated vehicle while allowing the department to place the detectives in a vehicle better suited to their responsibilities.

I am therefore requesting the purchase of a **2026 Chevrolet Silverado** for the Detective Bureau. Pricing was obtained from three Chevrolet dealerships.

Dealership	2026 Chevrolet Silverado
Fox Chevrolet	\$44,723
Heidebreicht Chevrolet	\$48,763
Moran Chevrolet	\$51,869

Recommendation:

It is recommended to purchase the 2026 Chevrolet Silverado from **Fox Chevrolet** for \$44,723. This represents the lowest of the three quoted prices and provides a savings of \$4,040 compared with Heidebreicht Chevrolet and \$7,146 compared with Moran Chevrolet. Additionally, Fox Chevrolet has been a good partner for years and their quoted price is based on many purchasing incentives that will soon expire.

Command Vehicle Replacement

I am also requesting authorization to replace the 2021 Ford Interceptor currently assigned to our command staff with a **2027 Chevrolet Tahoe**.

The vehicle currently has approximately 60,000 miles and has required more than \$11,000 in repairs during its service life. Given the vehicle's mileage, repair history, and the continued likelihood of additional maintenance costs, I do not believe it is financially prudent to continue making significant investments in this vehicle.

The 2021 Ford Interceptor is next in line for replacement within the department fleet. Replacing it at this time would allow the department to avoid potential escalating repair costs and transition the vehicle out of service before additional major expenditures are required.

We have obtained pricing from three different Chevrolet dealerships to purchase a new Chevrolet Tahoe. Fox Chevrolet was the lowest bidder.

Dealership	2027 Chevrolet Tahoe
Fox Chevrolet	\$57,287
Genesis Chevrolet (MiDEAL)	\$58,964
LaFontaine Automotive Group (MiDEAL)	\$59,536

Recommendation:

If approved, it is recommended that the 2027 Chevy Tahoe be purchased from Fox Chevrolet for \$57,287.

Note: This request was presented to the Finance Committee on September 26, 2026, with approval to forward it to the City Council for consideration. The 2026 Chevrolet Silverado will be charged to the Auto-Parking Budget while the 2027 Chevrolet Tahoe will be charged to the Revolving Equipment Fund.

Recommendation: Approve request as presented.

Attachments: Vehicle bids

To: Lt Harper
From: Thomas Peters/Fox Chevrolet
Date: 09/21/2026
Re: Silverado Quote

Lt Harper,

Here is a quote for a Silverado that is in transit to the dealership and is scheduled to be here before the end of the month.

MSRP \$51875.00

Invoice \$49924.00

Selling Price \$49924.00

Title Fee \$15.00

CVR \$34.00

Subtotal \$49973.00

Rebates (\$5250.00)

Total \$44723.00

Please note that these rebates are good until 09/30/2026.

Thank You,

Tom Peters

Fox Chevrolet



Heidebreicht Chevrolet (0) / New Vehicles (searchnew.aspx?year=2026) / Chevrolet (searchnew.aspx?year=2026&make=chevrolet) / Silverado 1500 (searchnew.aspx?year=2026&make=chevrolet&model=silverado201500) / Custom Trail Boss (searchnew.aspx?year=2026&make=chevrolet&model=silverado201500&trim=custom%20trail%20boss) / inventoryphotos/10827/3goukced5tq487026/1p/1.jpg



Confirm Availability

2026 Chevrolet Silverado 1500

Custom Trail Boss
In Stock Special Offer

\$10,792 SAVINGS
\$48,763 FINAL PRICE

MSRP: \$59,555
GM Employee Discount -\$4,792
Documentation Fee \$198
Title Fee \$15
Plate Transfer Fee \$10
GM Employee Price \$54,763

Customer Cash -\$4,250
Bonus Cash -\$1,750
GM Employee Sale Price: \$48,763
SAVINGS: \$10,792

Add. Offers you may Qualify For:

Trade Assistance \$1,000
0% APR for 60 Months and No Monthly Payments for 90 Days for Well-Qualified Buyers When Financed w/ GM Financial
5.9% APR for 84 Months and 90 Day Payment Deferral for Well-Qualified Buyers When Financed w/ GM Financial

*Please Note: We turn our inventory daily, please check with the dealer to confirm vehicle availability.

Load More Photos

Vehicle Information

Stock #: 29139 Model Code: CK10543

- CONDITION New
- BODY STYLE Crew Cab
- EXTERIOR COLOR Black
- CITY/HIGHWAY 15/19 MPG
- ENGINE 5.3L EcoTec3 V8 engine
- TRANSMISSION Automatic

Highlighted Features

VIEW WINDOW STICKER
Feature availability subject to final vehicle configuration. Please reference window sticker for more info.

- Bluetooth*
- 4WD/AWD
- Apple CarPlay
- Keyless Ignition System
- Remote Start
- Android Auto
- Keyless Entry
- Wi-Fi Hotspot

Explore Payments

(https://buy.gm.com/115122/13/3GCUKCED5TG487026/detail?refer=https://www.heidebreicht.com&session-token=1260921b5090u6dao4kst)

Confirm Availability

Get Pre-Approved (/finance-heidebreicht-chevrolet-washington-township-mi)

Get My Trade Value (/trade.html)

Chevrolet Accessories
(https://accessories.chevrolet.com/categories?evnr25=acct3_vdp&bac=115122&vin=3GCUKCED5702

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Outlook

Fw: 2027 Tahoe Quote

From Keith Harper <kharp@rochestermi.org>
Date Tue 9/22/2026 8:38 AM
To George Rouhib <GRouhib@rochestermi.org>

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From: Thomas Peters <thomaspeters@autobyfox.com>
Sent: Tuesday, 22 September 2026 08:37:27
To: Keith Harper <kharp@rochestermi.org>
Subject: 2027 Tahoe Quote

Lt Harper,

Here is an estimated quote for a new 2027 Chevrolet Tahoe with the police package.

MSRP	\$61812.00
Invoice	\$58738.00
Selling Price	\$57238.00 (after Bid Assist from GM)
Title Fee	\$15.00
CVR	\$34.00
Total	\$57287.00

Please let me know if you have any questions.

Tom Peters

Sales & Leasing Consultant

Bill Fox Chevrolet

Direct: 248-710-1707

Main: 248-651-7000

725 S. Rochester Rd.

Rochester Hills, MI 48307



Genesis Chevrolet

Alex Lopez | 586-601-0818 | alex.lopez@genesisautogroup.com

[Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (Complete)

Quote Worksheet

	MSRP
Base Price	\$58,000.00
Dest Charge	\$2,795.00
Total Options	\$1,340.00
Subtotal	\$62,135.00
Dealer Discount	(\$3,000.00)
Fleet Incentive	(\$500.00)
Subtotal Pre-Tax Adjustments	(\$3,500.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
	Taxable Price \$58,635.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Doc Fee	\$280.00
CVR Fee	\$34.00
Title Fee	\$15.00
Subtotal Post-Tax Adjustments	\$329.00
Total Sales Price	\$58,964.00

Comments:

2027 Model Quoted. Does not include the cost of new License Plates

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 29685. Data Updated: Sep 21, 2026 6:47:00 PM UTC.

LaFontaine Automotive Group
7120 Dexter Ann Arbor Rd
Dexter, MI 48130
Office 248-714-1071
Cell 517-795-9834
Kim Martin - Municipal Mgr
kmartin@lafontaine.com

QUOTATION

Name: Rochester Police Department
Address: 400 Sixth St
City: Rochester **State:** Mi **Zip:** 48307
Contact: Lt Keith Harper
Phone: 248-651-9621
Email: kharp@rochestermi.org

Date: 9/22/2026
Quote: 26CC1671

CK10706	2026 Chevrolet Tahoe 4WD PPV	\$61,521.00
GBA	Black Exterior	
H1T	Jet Black Cloth Interior	
AKP	Solar Absorbing Glass	
L84	5.3L EcoTec3 Gasoline V8 Engine	
MHU	10 Speed Automatic Transmission	
R9Y	Mobile Service Plus	
6.00E+02	Single Key System	
6N5	Rear Window Switch Inop	
6N6	Rear Door Lock Inop	
7X2	Left And right Pillar Mounted Spotlamps	
	State Of Michigan Title Fee	\$15.00
	Government Discount	-\$2,000.00
	Contract #240000001210	
	Note per contract delivery is available @ \$2.00 per one way mileage.	
	Total Cost:	\$59,536.00

Signed: Kim Martin



City of Rochester

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

MEMORANDUM

Date: September 30, 2026

To: Nik Banda, City Manager

cc: Chief Rouhib, Brian D'Annunzio, Megan Frazho, Holly Meyers

From: Jeffrey S. Kragt

Subject: AYFN Hospitality LLC (f/k/a D'Marcos) Liquor License Operation Agreement

Issue: The requested approval of an Operation Agreement with AYFN Hospitality, LLC for 401 South Main Street with revised provisions.

Analysis: As Council may recall, the owner of AYFN Hospitality, LLC submitted a Liquor License Application to transfer the Class C and SDM license from MDM Hospitality, LLC for the premises known as 401 South Main Street, which included D'Marcos and Backdoor Taco & Tequila Bar. At its June 22, 2026 meeting, City Council conducted the public hearing and approved the transfer. As part of the approval requirements in the City Code, the applicant must enter into an Operations Agreement.

Since the approval on June 22, 2026, AYFN decided to make changes to the name of the restaurant portion from D'Marcos to Harrison's Restaurant and Wine Bar. The rear bar area will remain as the Backdoor. In addition, AYFN has decided to revise the originally approved hours of operation (Tuesday to Thursday from 4:00 p.m. to 10:00 p.m., Friday and Saturday from 4:00 p.m. to 11:00 p.m., and Sunday from 4:00 p.m. to 9:00 p.m.) to add lunchtime hours. The new hours will be Monday through Saturday from 11:00 a.m. to 12:00 a.m., and Sunday from 9:00 a.m. to 10:00 p.m. Attached is the letter from attorney Kelly Allen setting forth the requested changes.

These changes require City Council approval and would be reflected in a new Operation Agreement, a copy of which is attached. The Applicant is represented by legal counsel, who will be present at the City Council meeting.

Requested Action: To approve the requested changes and approve the new Operations Agreement.

Attachment(s):

Attorney Kelly Allen Letter
Revised Operations Agreement



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
CANDACE M. BECKER
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP
CHRISTOPHER J. TOWER

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
JENNIFER H. ELOWSKY
GARY R. RENTROP

September 29, 2026

Via Electronic Mail

Nik Banda, City Manager
City of Rochester
400 Sixth Street
Rochester, MI 48307
nbanda@rochestermi.org

**Re: AYFN, LLC
F/K/A D'Marco's
401 South Main Street
Request to Amend Operation Agreement for Licensed Establishment**

Dear Mr. Banda:

As you know, we represent AYFN, LLC (the "Licensee") in liquor licensing matters.

We apologize that the Operation Agreement, provided to us by the City Attorney shortly after City Council's approval, was not returned in a timely fashion. Attached is the executed Operation Agreement which encompasses minor changes we discussed with the City Attorney.

Since the City's approval of the transfer, the Licensee has decided to change the name of the business and to modify its hours.

Name Change

The Licensee will do business as Harrison's Restaurant and Wine Bar. The assumed name certificate is attached. The area known as the Backdoor will continue as set forth in the Operation Agreement.

Hours Change

Currently the Operation Agreement sets forth the following regarding the hours of operation:

“As set forth in Licensee’s Application, Licensee specifically agrees that the regular hours of operation of the business shall be on Tuesday to Thursday from 4:00 p.m. to 10:00 p.m., Friday and Saturday from 4:00 p.m. to 11:00 p.m., and Sunday from 4:00 p.m. to 9:00 p.m.”

The Licensee requests permission to change its hours to include lunch, as follows: Monday through Saturday from 11:00 a.m. to 12:00 a.m., and Sunday from 9:00 a.m. to 10:00 p.m.

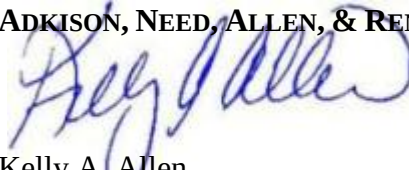
We understand that this request will be brought before the City Council for consideration.

Please let us know if the City requires anything further.

As always, we appreciate your consideration.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

KAA/kjp
Enclosures

Cc: Jeff Kragt (via electronic mail to jeff@kragtlaw.com)



City of Rochester

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

OPERATION - AGREEMENT **FOR MLCC LIQUOR LICENSED ESTABLISHMENT**

AYFN Hospitality, LLC
(d/b/a Harrison's Restaurant and Wine Bar and Backdoor Taco & Tequila Bar)
Licensee

401 South Main Street
Rochester, Michigan 48307

THIS AGREEMENT is entered into this ____ day of September, 2026, by and between AYFN Hospitality, LLC a Michigan limited liability company ("Licensee"), whose address is 401 South Main Street, Rochester, Michigan 48307 (the "Premises") and the City of Rochester, a Michigan municipal corporation of 400 Sixth Street, Rochester, Michigan 48307 ("City").

WHEREAS, Licensee submitted its application, and a letter of amendment to its application dated July 14, 2026, for approval to transfer a Quota Resort Class C and a SDM Liquor License that it will acquire from MDM Hospitality, LLC.

WHEREAS the City did hold a public hearing on the Licensee's Application on June 22, 2026, pursuant to the City's Liquor Control Ordinance, Chapter 4, Article II of the Code of Ordinances of the City of Rochester, and, after deliberation and consideration of factors as set forth in the City's Liquor Control Ordinance, the City did subsequently approve the Licensee's Application in reliance upon and contingent upon the Licensee's compliance with all terms and conditions set forth in the City's resolution approving the Licensee's Application including, but not limited to, the execution of this Agreement between Licensee and the City; and

WHEREAS, the City acknowledges that it will deliver a separate resolution to the Michigan Liquor Control Commission if required by state law; and

WHEREAS the Licensee does hereby acknowledge that it has received and reviewed a copy of the City's Liquor Control Ordinance, understands its provisions, and agrees that it will be governed by it. Further, the Licensee does hereby acknowledge and understand that the approval of its Application is solely within the discretion of the City and that such approval

may be conditioned as required by the City pursuant to the City's ordinances and prevailing State law, which such conditions may include, but not be limited to hours of operation, format of operation of the establishment, security measures to be maintained and employed by the Licensee, alcohol management programs, training, and policies to be implemented and enforced by the Licensee, and investment commitments by the Licensee; and

WHEREAS, the Licensee is desirous of operating a Michigan liquor licensed establishment within the City of Rochester in accordance with each and every condition imposed upon the Licensee by the City, and understands and intends that entering into this Agreement is an inducement to the City to approve Licensee's request and Application; and

WHEREAS, the City is relying upon this Agreement in giving its approval to the Applicant's request as described herein.

NOW THEREFORE, in consideration of the above set forth preambles, the adequacy of which is hereby acknowledged by the parties, the City and the Licensee do hereby agree as follows:

1. Licensee has applied to the City to acquire and continue the operation of the existing restaurant concepts at the Premises, that being D'Marcos and Backdoor. Licensee's Application is approved by the City subject to the conditions imposed upon the Licensee as set forth in the City's resolution approving the Application attached hereto as Exhibit "A" which is hereby incorporated as if fully set forth and restated in this paragraph in its entirety. Accordingly, the Licensee shall have the right to operate and maintain its Quota Liquor Licensed establishment within the City of Rochester on the condition that it comply with each and every term and condition set forth on attached Exhibit "A," the City's Code of Ordinances, all Michigan Liquor Control Commission regulations, and all federal, state and local laws and regulations.
2. The Licensee hereby agrees and understands that it is bound by all the terms, conditions, policies, and procedures contained the City's Liquor Control Ordinance, and, by its signature below, the Licensee acknowledges that it has received and reviewed a copy of the City's Liquor Control Ordinance and understands and has full knowledge of all its provisions.
3. As set forth in Licensee's Application, Licensee specifically agrees that the regular hours of operation of the business shall be Monday through Saturday from 11:00 a.m. to 12:00 a.m., and Sunday from 9:00 a.m. to 10:00 p.m.
4. Licensee acknowledges that, depending upon the scope and nature of its operation, it may need to secure special exception approval as set forth on the Rochester City Code. Licensee agrees to comply with all provisions and conditions of said special exception approval, and any amendments thereto, as a condition of this Agreement. A violation of any provision of the special exception is a violation of this Agreement entitling the City to exercise any or all the remedies provided herein.

5. Licensee has applied to the Michigan Liquor Control Commission for Sunday Sales AM and PM permits; one additional bar permit and a Dance/Entertainment Permit, and Outdoor Service (1 Area) Permit. Licensee agrees that it shall not apply or seek from the Michigan Liquor Control Commission any other permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Rochester City Council.
6. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Rochester City Council.
7. Licensee agrees that any transfer of ownership or location of the Quota Class C. License is restricted to the present ownership and the address of 401 South Main Street, Rochester, Michigan 48307 subject, only, to further approval of the City.
8. Licensee agrees that its failure Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Rochester City Council to revoke the special exception approval, either of which would prohibit Licensee from operating its establishment. Licensee agrees that in addition to the City's right to seek revocation or non-renewal of its liquor license and/or revocation of the special exception approval, the City retains any and all rights to enforce this Agreement that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the revocation or non-renewal of its liquor license and/or revocation of the special exception approval, as well as enforcing such other rights as may be available at law or in equity.
9. To the fullest extent permitted by law, the Licensee and any entity or person for whom the Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.
10. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with the Rochester City Code.
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 Court, 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 that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52/3 District Court. The provisions of this paragraph do not include any matter that is required or able to be commenced with the Michigan Liquor Control Commission.

12. This Agreement shall be governed by and performed, interpreted, and enforced in accordance with the laws of the State of Michigan.
13. 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.
14. This Agreement shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successor or assigns. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.
15. That this Agreement shall terminate upon the non-renewal or revocation of the Licensee's liquor license by the Michigan Liquor Control Commission or at such time as the Licensee shall no longer operate its liquor licensed establishment within the City of Rochester, whichever first occurs.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties hereto agree to be bound by all terms of this agreement as of the date first above written.

CITY OF ROCHESTER

By: _____
Debra Jones, Mayor

Date: _____

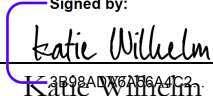
By: _____
Brian D'Annunzio, City Clerk

Date: _____

LICENSEE

AYFN Hospitality LLC, a Michigan limited liability company

Signed by:

By:  _____
Katie Wilhelm

Its: Member

Date: 9/24/2026 _____



28652959



STATE OF MICHIGAN
CSCL/CD- 541 - CERTIFICATE OF ASSUMED NAME
FOR USE BY CORPORATIONS, LIMITED
PARTNERSHIPS, AND LIMITED LIABILITY
COMPANIES

Corporations Division Administrator

FILED

Doc #: 28652959
Filed Date: 7/8/2026

C0805-8419 07/08/2026 Received by Michigan Corporations Division

The assumed name will expire on December 31st of the fifth calendar year following the year in which this certificate is filed.

Certificate of Assumed Name for use by Corporations, Limited Partnerships, and Limited Liability Companies

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

Entity Type Domestic Limited Liability Company
The present name of the entity is: AYFN HOSPITALITY LLC
The identification number assigned by the Bureau is: 900176522

Assumed Name

Proposed Assumed Name HARRISON'S RESTAURANT AND WINE BAR

Filing Effective Date

The filing will be effective: when filed by the Corporations Division Administrator.

Attestations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

A manager, if managed by one or more managers, a member if management remains in the members, or an authorized agent of the company must sign the Certificate.

Self

Katie Wilhelm

07/08/2026

Signer's Capacity

Sign Here

Date



City of Rochester

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

MEMORANDUM

Date: October 5, 2026

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Water Tower License Agreement with Rochester Community Schools

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

Issue: Consideration of a Water Tower License Agreement with Rochester Community Schools

Analysis: Rochester Community Schools, through its Safety and Security Consultant Steve Schettenhelm, approached the City about installing an antenna and radio repeater on the City's water tower to bolster the Schools' transportation radio system. The background and nature of the request is set forth in Mr. Schettenhelm's attached September 16, 2026 letter.

City Administration has reviewed the request and is ok with its installation, especially considering RCS is the requestor and the importance of the request. If the City is agreeable to such a placement, the appropriate document would be a license agreement. Attached is a draft License Agreement for consideration.

One issue that was discussed is the City's future plans to have work done on the water tower. RCS is aware of this possibility and will determine whether to proceed with the equipment installation now or wait until the City's work is completed once they know the City's cadence for that project. If they do install the equipment now, they know that they may have to temporarily take down their equipment while the work is occurring.

I asked whether the placement and use of proposed equipment was reviewed for appropriateness. I have been advised that the City's water tower consultant has already reviewed and was satisfied.

Requested Action: The requested action would be to approve the Water Tower License Agreement.

Attachment: RCS September 16, 2026 Letter
Water Tower License Agreement



Steve Schettenhelm, Safety & Security Consultant

52585 Dequindre Road, Rochester, Michigan 48307 | Phone: 248-726-3000 | www.rochester.k12.mi.us

September 16, 2026

Mr. Nicholas Banda
City of Rochester
400 Sixth Street
Rochester, MI 48307

Dear Mr. Banda,

Rochester Community Schools has a very robust radio communication network in the district. Radio communication is essential to our mission to keep our students and staff safe. The one weakness we have is with our transportation radio system.

The transportation radio system relies on a separate vendor and is maintained offsite. This system has become unreliable due to issues with the tower site. We have been in contact with you, and a number of city staff, to investigate the possibility of locating an antenna and radio repeater at the Parkdale water tower site.

This radio system is similar to the radios that are at the location now. These currently serve as a backup for the police and fire radio systems. They are also used by CERT team members during their deployments.

We appreciate the ability to partner with the City of Rochester to enhance our radio communication system. This partnership will allow us to have a more reliable system in place to help support the safety of students in Rochester, Rochester Hills and Oakland Township that ride our buses.

Included is an agreement that details the terms of this arrangement. We also would like to both recognize, and thank, the following City staff members for their assistance and collaboration throughout this project.:

City Manager Nicholas Banda
DPW Director Nicholas Schaefer
Finance Director/Treasurer Anthony Moggio
Police Chief George Rouhib

City Attorney Jeffery Kragt
Water Foreman Cory Bendick
Fire Chief Scott Demoff
Fire Marshal John Shepp

I am happy to answer any questions that you or City Council may have.

Sincerely,

Steve Schettenhelm
Safety and Security Consultant

Water Tower License Agreement

THIS WATER TOWERN LICENSE AGREEMENT (this “License”) is made and entered into as of September_____, 2026 (“Effective Date”), by and between the City of Rochester (“Licensor”) and Rochester Community Schools (“Licensee”)

1: Premises: Licensor owns and operates a water tower located at 722 Parkdale on Parkdale west of Letica Drive in Rochester, Michigan. Licensor is willing to license the rooftop of the water tower and associated equipment shed to collocate related radio equipment, combined with reasonable access to electric utility service to service the equipment located at the site (“License Area”). This is a non-exclusive License, and the Licensor may lease or license other portions of the water tower rooftop and ground space as it deems appropriate.

2: Use: Licensor hereby grants Licensee the non-exclusive right to use the License Area for the purpose of installing a radio repeater and antenna that will enhance the Licensee’s ability to maintain radio communications with the Rochester Community Schools bus transportation system to ensure the safety and security of students in Rochester, Rochester Hills, and Oakland Township. All equipment is subject to inspection by the City after the equipment is installed to ensure compliance, safety, and impact on Licensor’s water tower.

3: Term: The primary term of this agreement shall be for five (5) years and shall commence on the date of mutual execution of this License. Upon the expiration of the primary term, this agreement shall renew automatically for additional one (1) year terms, unless either party notifies the other that it does not wish to renew by providing written notice thirty (30) days prior to term expiration. Notwithstanding the foregoing, either party may terminate in accordance with this License.

4: Costs: Licensee shall be responsible for all costs and expenses pertaining to the equipment, installation, inspections, maintenance, repairs, replacement, and any other related costs.

5: Notice: All notices or demands must be in writing. All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable party as follows:

Licensor:

City of Rochester
Attn: Finance Director
400 Sixth Street
Rochester, MI 48307

Licensee:

Rochester Community Schools
Attn: Safety and Security Consultant
52585 Dequindre
Rochester, MI 48307

Cc:

Jeffrey S. Kragt
Law Offices of Jeffrey S. Kragt, PLLC
410 W. University Dr., Ste. 200
Rochester, MI 48307

Cc:

Rochester Community Schools
Mr. Matthew McDaniel
52585 Dequindre
Rochester, MI 48307

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

6. Liability:

- (i) **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement. "Claims" is defined as any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- (ii) **Responsibility for Attorney Fees and Costs.** Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- (iii) **No Indemnification.** Neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- (iv) **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- (v) **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- (vi) **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

7. Termination: The Parties have the right to terminate this License upon any of the following events

- (i) If Licenser, based upon objective engineering principles, determines that the rooftop has become materially structurally unsound and that the issue cannot be remediated by Licensee;
- (ii) If Licenser objectively determines that Licensee's use of the property under this License (including Licensee's operations of its antennas equipment) is causing interference with other Licensees currently on the rooftop and that the issue cannot be remediated by Licensee; or,
- (iii) If Licensee is unable to use the License for any reason and Licenser cannot remediate the circumstances that would allow for use of the License.

8. Interference: Licensee shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communications shelter and the communications facility described herein or any other equipment so as to cause or contribute to any adverse effect or interference with Licenser's or the equipment of another licensee on the rooftop, including, without limitation, communications equipment or the Licenser's or other licensee's use of, or rights of use with respect to the License Area. In the event of any adverse effect or interference, Licensee shall take all reasonable steps necessary to correct and eliminate the adverse effect or interference within ten (10) business days including the removal of any interfering antenna or other equipment.

9. Insurance: Licensee, at its expense, shall maintain in force during the term of this License a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$2,000,000.00 insuring Licenser and Licensee against all liability arising out of the Licensee's use, occupancy, or maintenance of the License Area. The parties acknowledge that Licensee is self-insured and may satisfy the terms of this Section through self-insurance.

10. Force Majeure: Neither party is liable for delays or failures to perform caused by events beyond their reasonable control, including acts of God, extreme weather, war, terrorism, government orders, labor disputes, or other unforeseeable events. If the event continues for more than thirty (30) days, any party may terminate this License without penalty.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, concerning its subject matter.

12. Amendment: This Agreement may be amended only upon written mutual agreement of the Parties.

13. Applicable Law: This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws and rules/regulations of the State of Michigan. This Agreement may be enforced in any court with competent jurisdiction and venue.

14. Severability: If any provision of this Agreement is determined by a court of law with jurisdiction over this matter to be inoperative or invalid, such provision shall be deemed modified to eliminate the inoperative or invalid portion to the extent enforceable. If it is not possible to modify any such provision, it shall be deemed to be eliminated from this Agreement. It is the intent of the parties that the remaining portions of this Agreement shall be deemed valid and operative.

IN WITNESS WHEREOF, Licensors and Licensee have executed this License as of the date and year above written.

LICENSOR:

City of Rochester

By: Mr. Nicholas Banda

Its: City Manager

LICENSEE:

Rochester Community Schools

By: Mr. Matthew McDaniel

Its: Assistant Superintendent of
Business Operations

Water Tower License Agreement

THIS WATER TOWERN LICENSE AGREEMENT (this “License”) is made and entered into as of September____, 2026 (“Effective Date”), by and between the City of Rochester (“Licensor”) and Rochester Community Schools (“Licensee”)

1: Premises: Licensor owns and operates a water tower located at 722 Parkdale on Parkdale west of Letica Drive in Rochester, Michigan. Licensor is willing to license the rooftop of the water tower and associated equipment shed to collocate related radio equipment, combined with reasonable access to electric utility service to service the equipment located at the site (“License Area”). This is a non-exclusive License, and the Licensor may lease or license other portions of the water tower rooftop and ground space as it deems appropriate.

2: Use: Licensor hereby grants Licensee the non-exclusive right to use the License Area for the purpose of installing a radio repeater and antenna that will enhance the Licensee’s ability to maintain radio communications with the Rochester Community Schools bus transportation system to ensure the safety and security of students in Rochester, Rochester Hills, and Oakland Township. All equipment is subject to inspection by the City after the equipment is installed to ensure compliance, safety, and impact on Licensor’s water tower.

3: Term: The primary term of this agreement shall be for five (5) years and shall commence on the date of mutual execution of this License. Upon the expiration of the primary term, this agreement shall renew automatically for additional one (1) year terms, unless either party notifies the other that it does not wish to renew by providing written notice thirty (30) days prior to term expiration. Notwithstanding the foregoing, either party may terminate in accordance with this License.

4: Costs: Licensee shall be responsible for all costs and expenses pertaining to the equipment, installation, inspections, maintenance, repairs, replacement, and any other related costs.

5: Notice: All notices or demands must be in writing. All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable party as follows:

Licensor:

City of Rochester
Attn: Finance Director
400 Sixth Street
Rochester, MI 48307

Licensee:

Rochester Community Schools
Attn: Safety and Security Consultant
52585 Dequindre
Rochester, MI 48307

Cc:

Jeffrey S. Kragt
Law Offices of Jeffrey S. Kragt, PLLC
410 W. University Dr., Ste. 200
Rochester, MI 48307

Cc:

Rochester Community Schools
Mr. Matthew McDaniel
52585 Dequindre
Rochester, MI 48307

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

6. Liability:

- (i) **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement. “Claims” is defined as any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- (ii) **Responsibility for Attorney Fees and Costs.** Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- (iii) **No Indemnification.** Neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- (iv) **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- (v) **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- (vi) **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

7. Termination: The Parties have the right to terminate this License upon any of the following events
- (i) If Licensor, based upon objective engineering principles, determines that the rooftop has become materially structurally unsound and that the issue cannot be remediated by Licensee;
 - (ii) If Licensor objectively determines that Licensee's use of the property under this License (including Licensee's operations of its antennas equipment) is causing interference with other Licensees currently on the rooftop and that the issue cannot be remediated by Licensee; or,
 - (iii) If Licensee is unable to use the License for any reason and Licensor cannot remediate the circumstances that would allow for use of the License.
8. Interference: Licensee shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communications shelter and the communications facility described herein or any other equipment so as to cause or contribute to any adverse effect or interference with Licensor's or the equipment of another licensee on the rooftop, including, without limitation, communications equipment or the Licensor's or other licensee's use of, or rights of use with respect to the License Area. In the event of any adverse effect or interference, Licensee shall take all reasonable steps necessary to correct and eliminate the adverse effect or interference within ten (10) business days including the removal of any interfering antenna or other equipment.
9. Insurance: Licensee, at its expense, shall maintain in force during the term of this License a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$2,000,000.00 insuring Licensor and Licensee against all liability arising out of the Licensee's use, occupancy, or maintenance of the License Area. The parties acknowledge that Licensee is self-insured and may satisfy the terms of this Section through self-insurance.
10. Force Majeure: Neither party is liable for delays or failures to perform caused by events beyond their reasonable control, including acts of God, extreme weather, war, terrorism, government orders, labor disputes, or other unforeseeable events. If the event continues for more than thirty (30) days, any party may terminate this License without penalty.
11. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, concerning its subject matter.
12. Amendment: This Agreement may be amended only upon written mutual agreement of the Parties.

13. Applicable Law: This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws and rules/regulations of the State of Michigan. This Agreement may be enforced in any court with competent jurisdiction and venue.

14. Severability: If any provision of this Agreement is determined by a court of law with jurisdiction over this matter to be inoperative or invalid, such provision shall be deemed modified to eliminate the inoperative or invalid portion to the extent enforceable. If it is not possible to modify any such provision, it shall be deemed to be eliminated from this Agreement. It is the intent of the parties that the remaining portions of this Agreement shall be deemed valid and operative.

IN WITNESS WHEREOF, Licensors and Licensee have executed this License as of the date and year above written.

LICENSOR:

City of Rochester

By: Mr. Nicholas Banda

Its: City Manager

LICENSEE:

Rochester Community Schools

By: Mr. Matthew McDaniel

Its: Assistant Superintendent of
Business Operations



City of Rochester

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

MEMORANDUM

Date: October 6th, 2026
To: City Council and Election Commission
From: Brian D'Annunzio, City Clerk
Subject: Appointing Election Inspectors for the November 3rd General Election

For each election it is the responsibility of the Election Commission to appoint workers for the election, known as election inspectors. These inspectors staff and operate the precincts, the absentee counting board, the early voting final tabulation, and the receiving board. These inspectors must designate a party for balance purposes in fulfilling State law. Party affiliation is not applicable for the receiving board.

Requested Action: The Election Commission to review and approve the list of election inspectors for the November 3rd, 2026 General Election.

Precinct 1

Mary Jo Showalter (Chair) – Democrat
Juliann DiTommaso – Democrat
Sandra Ondra – Republican
Bonnie Lawrence – Democrat
Amy Schultz – Green

Precinct 2

Margaret Oswald (Chair) – Democrat
Christian Hauser – Democrat
Carol Lamb – Democrat
Linda McKinney – Republican
Allison Johnson – Libertarian

Precinct 3

Barb Gasko (Chair) – Republican
David Gasko – Republican
Wesley Mangus – Democrat
Marie Mangus – Democrat
Larry Perkins – Democrat
Steve Traister – Democrat

Absentee Board

Judy Privasky (Chair) – Democrat
Jana Yezak – Republican
James Bradford – Democrat
Jeremy Peckens – Democrat

Early Voting Only

Diana Mellerowicz – Republican
Nancy Goodsmith-Cieslik – Republican
Cheryl Petrey – Republican

Early Voting Tabulation

Mary Jo Showalter (Chair) – Democrat
Juliann DiTommaso – Democrat
Sandra Ondra – Republican
Bonnie Lawrence – Democrat
Amy Schultz – Green

Receiving Board

Holly Meyers (Chair) – Democrat
Jeremy Peckens – Democrat
Martha Demiro – Republican



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MEMORANDUM

Date: October 6th, 2026
To: City Council and Election Commission
From: Brian D'Annunzio, City Clerk
Subject: Designating the representatives of the Election Commission for conducting the public accuracy test on their behalf.

For each election there is testing of the election equipment. The equipment being tested are the Voter Assist Terminals (VAT) that allows for persons with disabilities to cast ballots, the printers associated with the VAT's, and the tabulators that will be counting the results of the ballots.

While there is preliminary testing conducted throughout the election season, there is a special day designated as the public accuracy test in which there is a test deck of pre-filled ballots and an answer key to confirm the accuracy of the tabulators. Each tabulator being used in the election will be tested.

Following the public accuracy test, all test ballots and result tapes from the tabulators will be sealed and stored in an election storage bag and stored in the vault. All tabulators will be sealed until voting begins.

While this has been the procedure in the past, it is always for the Election Commission to decide on who conducts the public accuracy test.

The public accuracy test has been scheduled for Thursday, October 15th at 12:00pm in the upstairs conference room of the Municipal Building 400 Sixth Street, Rochester MI 48307.

Requested Action: The Election Commission to review and approve the City Clerk and Deputy City Clerk to serve as designees on behalf of the Election Commission to conduct the public accuracy test.



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RESOLUTION

APPOINTING DESIGNEES FOR PUBLIC ACCURACY TEST

WHEREAS, Section 168.798 of the Michigan State Election Law, Act 116 of 1954, states that the Election Commission shall test the electronic tabulating equipment to determine if the electronic tabulating equipment will accurately count the votes cast for all offices and on all questions

WHEREAS, Chapter 1 of the Michigan Election Officials Manual states that it is the responsibility of the local election commission to conduct preelection logic and accuracy testing for their voting equipment prior to each election.

WHEREAS, Chapter 1 of the Michigan Election Officials Manual states that testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.

THEREFORE, BE IT RESOLVED THAT, the Rochester City Council and Election Commission adopt this Resolution authorizing the City Clerk and Deputy City Clerk to serve as designees on behalf of the Rochester Election Commission to conduct the public accuracy test.

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 12th day of October 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 Mungioli, Amanda MacCormick
Student Representatives: TBD

500 E. Second Street

September 16, 2026

5:00 PM

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

Sub-Committees:

Human Resources Committee – Emily Schoeller, Theresa Mungioli, Dr. Julie Alspach
Budget Committee – David Berletich, Dr. Julie Alspach, Sara King
Policy and Procedures Committee – Emily Schoeller, David Berletich, Sara King
Strategic Planning Committee – Theresa Mungioli, Amanda MacCormick, John Muenk



City of Rochester

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

ZONING BOARD OF APPEALS REGULAR MEETING AGENDA

Chairman Cody Smith

Zoning Board of Appeals Members:

Denis Fleming, David Gassen, William Thomas & Ray Thietten

Alternate: Sara King & Jay Huh

400 Sixth Street	September 30, 2026	7:00 PM
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1. Call to Order
2. Roll Call
3. Approval of the Minutes
 - A. Consideration of the Minutes: Meeting of May 27, 2026
4. Considerations:
 - A. Consideration of 420 W. Second: Seeking a waiver of 3.76% of permitted lot coverage (30% permitted, 33.76% proposed) within the R-1, One-Family Zoning Classification.
5. Miscellaneous
6. Adjourn

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-651-9061 forty-eight (48) hours prior to the meeting. Staff will be pleased to make the necessary arrangements to provide necessary reasonable accommodations, including auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting.



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PLANNING COMMISSION REGULAR MEETING AGENDA

Chair Richard Kendziuk

Vice Chair David Hardin

Mayor Debbie Jones

**Members: Daniel Bachmann, David Berletich, Jenna Campbell,
Council Member Christian Hauser, Laura Murphy & Matthew Stone**

See Attached Document for Virtual Meeting Instructions

400 Sixth Street	October 5, 2026	7:00 PM
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1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
 - A. Consideration of the Minutes of the Regular Meeting of September 8, 2026.
5. Public Hearings
 - A. Notice of Public Hearing: 530 Pine St Site Plan Review
6. Considerations:
 - A. Consideration of 136 Walnut: Site Plan Review & Payment in Lieu of Parking. Request to Set Public Hearing.
 - B. Request to set a Public Hearing: Zoning Ordinance
7. Miscellaneous
 - A. Zoning Ordinance Section 2118: Amendment Update
 - B. Discussion of 2027 Planning Goals, including proposed Master Plan elements and work plan

8. Public Comment

9. Adjourn

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



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Cemetery Advisory Board Agenda October 6, 2026

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
 - Consideration of Meeting Minutes – August 3, 2028
 - Consideration of Meeting Minutes – September 1, 2026
4. **Public Comment**
5. **Mt. Avon Cemetery Gate Project**
 - a. Fundraising Event Update
 - b. Discuss status of Frank Rewold's options/quotes for committee review
6. **Consideration of Quote from Carter's Cemetery Preservation for Cemetery Restoration Services**
7. **Miscellaneous**
8. **Schedule next meeting**
9. **Adjournment**