



CITY COUNCIL

REGULAR MEETING AGENDA

**Mayor Nancy Salvia
Mayor Pro Tem Stuart Bikson
Council Members Christian Hauser, Debbie Jones,
Sara King, Steve Sage and Marilyn Trent**

400 Sixth Street	August 25, 2025	7:00 PM
-------------------------	------------------------	----------------

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
 - A. Presentation of Main Street Oakland County - Downtown Development Authority.
 - B. Update on The Graham.
5. Approval of the Consent Agenda
 - A. Consideration to approve the Trick-or-Treat Downtown Event and Halloween Festival.
 - B. Consideration to approve the 52nd Annual Lagniappe Event.
 - C. Consideration of a Special Event Application from the Knights of Columbus to hold their Tootsie Roll fundraiser at Main and University on October 10-12th.
 - D. Receipt of the Check Register Report.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation

- A. Consideration of an Ordinance Amendment to the Blight Ordinance - Second Reading and Adoption.
 - B. Consideration of an Ordinance Amendment to Sections 10-192 (International Property Maintenance Code) - Second Reading and Adoption.
9. Reports and Regular Business
- A. Discussion regarding the 2025 Art and Apples Festival.
 - B. Update regarding revisions to the Skatepark design.
 - C. Consideration of a request to approve a Metro Act Permit from Ezee Fiber.
 - D. Consideration of a request to replace DPW vehicle #646, a 2013 Ford F-250.
10. Receive a Report from the Various Boards and Commissions
- A. Receipt of a report from the Rochester Homecoming Committee.
 - B. Receipt of a report from the Paint Creek Trailways Commission.
 - C. Receipt of a report from Rochester Avon Recreation Authority.
 - D. Receipt of a report from the City Beautiful Commission.
 - E. Receipt of a report from the Retirement Board.
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.



City of Rochester

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

Procedure for Hybrid Public Meeting

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

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

- Live stream audio and video content on two (2) separate streaming platforms available at the City's [YouTube](#) and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)
- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: bdannunzio@rochestermi.org.)
- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 842 8344 8584**. When prompted, enter a participant number or just touch the # key. During the call, use *9 to raise hand and you will be "called on" by the last 3-digits of your phone number. (For example, my last digits are 8029. Callers will be asked to speak by referencing the last 4-digits of their phone number.) Note: Phone participants will have their numbers masked, for privacy.
- To provide additional opportunity to participate, members of the public are welcome to join the meeting by copying and pasting the following link in their browser: <https://us02web.zoom.us/j/84283448584> (Downloading Zoom is required.)
- We appreciate your understanding as staff will do our best to assist everyone; but, **please be advised for virtual meetings there is a three (3) minute limit for public comments.**


For assistance, or questions accessing and/or making public comment during the meeting, or other support, please reach out to our Deputy City Clerk, Mr. Brian D'Annunzio by email: bdannunzio@rochestermi.org.

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: August 11, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police 
Subject: Special Event-Trick-or-Treat Downtown

Issue: Requesting to approve the Trick-or-Treat Downtown and Halloween Festival

Analysis: The Rochester PSD has submitted an application to host the Trick or Treat Downtown and Halloween Festival on **October 18, 2025**. The event will transpire throughout the downtown area. The event will take place from 3:30 pm to 5 pm and the festival will follow from 5 pm to 6:30 pm at the East Upper Parking Deck. The pedestrian crosswalks will be closed at East and West Third and Fourth Streets.

The application was submitted to the various department heads for review. The DPW indicated that their costs are approximately \$800 for barricades and trash removal. There will be no costs for police and fire assistance. A hold harmless agreement and proof of liability insurance shall be submitted prior to the event.

Requested Action: Review and approve event as presented.

Attachments: Special Event Application

MEMORANDUM

DATE: August 7, 2025
TO: City Council
FROM: PSD Board
SUBJECT: Request for approval – Trick-or-Treat in Downtown Rochester & Halloween Fest!

We respectfully request City Council's approval of Trick-or-Treat Downtown, Costume Parade and Halloween Fest. This event will be held on Saturday, October 18 from 3:30 – 6:30 pm.

The event schedule is as follows:

3:30 – 5:00 pm	Trick-or-Treat Downtown
5:00 – 6:30 pm	Halloween Fest

Halloween Fest will begin at 4:30 pm and will be located on the East Parking Platform. Activities include Halloween themed games and prizes, Ecto 1 and The Metro Detroit Ghostbusters, and The Linda Rea Team's pumpkin patch and more.

Set up for the Halloween Fest will begin following the closure of the farmers' market (after 2 pm).

We will ask DPW and Police assistance to block off the crosswalks of east and west 3rd and 4th street for pedestrian safety. Separate communication will be made with DPW, Police and Fire Departments to coordinate all details prior to the event.

Thank you for your consideration.

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

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

Date/Hours of Event: Oct 17, 2025

Date/Hours of Event: 3:30 - 6:30 pm

Name of Event: Trick-or-Treat Downtown
and Halloween Fest

Description of Event:
Kids/Families trick-or-treat at Downtown Rochester businesses 3:30-5:00 pm
Then they can join us for more fun at the Halloween Fest at the
East parking platform 4:30-6:30 pm

Location Requested:

Downtown Rochester + E. parking platform

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

Date/Hours of Event: Sat. Oct. 18 3:30 - 5 pm, Fest: 4:30 - 6:30 pm

Date/Hours of Set-up and Tear Down: Oct 18: close of FM - 7:00 pm

Organization Name:

Rochester PSD

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

431 S. Main Street Rochester, MI 48307

Organization Phone Number:

248 656 0060

Name of Contact Person and Phone Number:

Jenna O'Dell

Contact Person E-Mail (must be provided):

jenna@downtownrochestermi.com

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

Jenna 248 835 7205

ACKNOWLEDGEMENT

The Rochester City Council shall have sole and complete discretion whether to issue a permit.

Nothing contained in the City Code shall be construed to require the City to issue a permit to an applicant, and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to the event as determined by the City and will comply with all local, state and federal rules, regulations and laws.

Jenna O'Dell
Signature of Applicant

8-7-2025
Date

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

EVENT LAYOUT: Please attach all sketches of the layout to the completed Application.

Organization Type: Government Non-Profit For-Profit

List any additional Sponsors or Participants:

Genisys Credit Union

Is this event a fundraiser?

YES NO

If yes, indicate beneficiary information:

Is this the first time the event is being held in Rochester?

YES NO

Describe:

Was this even previously held outside of Rochester?

YES NO

Describe:

Total estimated attendance each day:

3,000

What parking arrangements will be necessary to accommodate attendance?

Describe:

public parking

Is amplification of music or speakers planned or anticipated?

YES NO

If yes, describe:

Will volunteer staff be provided to assist with safety, security and maintenance:

YES NO

Will alcoholic beverages be served?

YES NO

If yes, describe:

Will food/beverages be sold?

YES

NO

NOTE: Peddler & Vendor permits are required. Also, Health Department approval required for food sales.

If yes, describe:

a few food vendors will be invited to sell at the Halloween Fest

Will merchandise be sold?

YES

NO

If yes, describe:

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

Picnic Tables

YES

NO

If yes, number requested: _____

Trash Receptacles

YES

NO

If yes, number requested: 4-6 East parking platform

Dumpsters

YES

NO

If yes, number requested: _____

Electrical Connections

YES

NO

If yes, number requested: _____

Meter Bags

YES

NO

If yes, number requested: _____

Barricades

YES

NO

If yes, number requested: _____

Traffic Cones

YES

NO

If yes, number requested: _____

Other

YES

NO

If yes, number requested: _____

Will you be requesting City safety personnel to be assigned to this event (Police/Fire): YES NO

Describe:

Pedestrian safety & closing crosswalks at East/West 3rd & 4th Street.

Will street closures be necessary? YES NO

If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down.

Describe:

Crosswalks at East/West 3rd + 4th Street along with the East parking platform

PLEASE INDICATE IF YOU WILL BE REQUIRING, CONSTRUCTING OR LOCATING ANY OF THESE ITEMS IN THE AREA OF THE EVENT:

Kiwanis and/or Lion's Shelter YES NO

*Reservations for the Kiwanis and Lion's Shelters are handled under separate permits available at City Hall.
Please check availability first by calling City Hall at (248) 733-3700.*

Booths YES NO

If yes, indicate number of booths and size of each.

Tents YES NO

If yes, indicate number of tents and size of each.

**The City requires inspection of all tents larger than 10' x 10'. If any of the tents for your event are larger than 10' x 10', please provide the date and time the tent is assembled so an inspection may be scheduled:*

Date: _____ Time: _____

Awnings YES NO

If yes, number of awnings and size of each:

Canopies YES NO

If yes, number of canopies and size of each:

Tables YES NO

If yes, number of tables and size of each:

Portable Restrooms YES NO

If yes, number of portable restrooms requested and locations:

Other Items Requested YES NO

If yes, describe:

2025 Rochester Event Calendar Tentative Events

							August 11, 2025		
Month	Time	Event	Location	Reviewed Department Heads	Reviewed City Manager	Council Approval	Costs		
January									
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester	Yes	Yes	Yes	\$ -		
19	9am-11am	Frozen Paw 5K	Downtown Rochester	Yes	Yes	Yes	\$ 2,600		
February									
		No Events							
March									
15	1pm-11pm	Friends of Foster Kids Charity-Pre St. Patrick's Day	O'Connors	Yes	Yes	Yes	\$ -		
16	Noon-10pm	St. Baldrick's Fundraiser	Corner Bar	Yes	Yes	Yes			
17	7am-2am	Annual St. Patrick's Day Celebration	O'Connors	Yes	Yes	Yes	\$ 250		
April									
4	4pm-7pm	Haven Sexual Assault Awareness Month	Downtown Rochester	Yes	Yes	Yes	\$ -		
11,12,13	10am-5pm	Knights of Columbus Tootsie Roll Drive	Main/University	Yes	Yes	Yes	\$ -		
May									
5	1pm-9pm	Cinco de Mayo	D'Marcos	Yes	Yes	Yes			
10	Noon-3 pm	Detroit Dachshund Club Walk Fundraiser	Paint Creek Trail	Yes	Yes	Yes	\$ -		
24	6:30am-5 pm	Heritage Car Show	Municipal Park	Yes	Yes	Yes	\$ -		
June									
2	All Day	Gun Violence Awareness Month (June)	Downtown Rochester	Yes	Yes	Yes			
7	8am-10am	OPC 5KRun/Walk-Meals for Wheels	Clinton River Trail	Yes	Yes	Yes	\$ -		
8	7am-12pm	Bark & Brew 5K Run	Municipal Park	Yes	Yes	Yes			
12	6pm-9pm	Bites and Beats	Lions Park	Yes	Yes	Yes			
12	10am-noon	St. John Lutheran Mobile Pantry	Municipal Park	Yes	Yes	Yes			
19	7pm-9pm	Movies in the Park	Municipal Park	Yes	Yes	Yes	\$ -		
21	10am-6pm	Makers Market	W. Fourth Street	Yes	Yes	Yes	\$ 500		
21	8am-6pm	Pride in the Park-Rochester	Municipal Park	Yes	Yes	Yes	TBD		
26	6 pm-9 pm	Bites and Beats	Lions Park	Yes	Yes	Yes	\$ -		
26	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	\$ -		


28	9:30am-12:30pm	Detroit POTS 5K											
October													
2	7pm-9pm	Rochester Posed											
4	8am-1pm	Lupus Awareness Walk											\$ -
5	8am-12pm	Pack 188 Soapbox Derby											
5	8:30am-11:30am	Scare Away Hunger 5K & Family Fun Run											\$ 600
18	3:30pm-6:30pm	Trick-or-Treat & Halloween Fest											
18	9am-12:30pm	Making Strides Against Breast Cancer											\$ 360
November													
24	6pm-9pm	Lagniappe											
December													
5-6	TBD	Kris Kringle Market											
7	2pm-4pm	Christmas Parade											

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: August 11, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police 
Subject: Special Event-Lagniappe

Issue: Requesting to approve the 52nd Annual Lagniappe Event

Analysis: The Rochester PSD has submitted an application to host the 52nd Annual Lagniappe Event on **November 24, 2025**, from 6 pm to 9 pm. The event will transpire on Main Street from Second Street to University. Main Street will be closed during these times including East and West Third and Fourth Streets from Main Street to the Alleys. MDOT has approved the road closure on Main. The Big Bright Light Show will be complimented by a separate fireworks display.

The application was submitted to the various department heads for review. The total approximate cost for police, fire and department of public works services will be \$7,450. This includes extra staffing, barricades, and cleanup. CERT has also been requested for this event to assist with traffic. A hold harmless agreement and proof of liability insurance shall be submitted prior to the event.

Requested Action: Review and approve event as presented.

Attachments: Special Event Application

MEMORANDUM

DATE: August 7, 2025
TO: City Council
FROM: PSD Board
SUBJECT: Request for Recommendation – Lagniappe

We respectfully request the City Council's approval of the 52nd annual Lagniappe celebration on Monday, November 24, 6:00 - 9:00 pm.

Just like last year, we received approval from MDOT to close Main Street from the S. Bridge to University. The stage will be located on the crosswalk of W. Fourth Street facing out to Main Street.

Activities include carolers, visits by Santa, Mrs. Claus & Fireworks! Activities will run from 6:00 - 9:00 pm, the opening ceremony will start around 6:05 pm and The Big, Bright Light Show will begin promptly at 7:00 pm, fireworks to follow.

We will coordinate activities with Police, Fire and DPW. Requesting all parallel parking spaces are blocked off during the day and we will coordinate with Rochester and Rochester Hills for detour signage leading up to the event.

Thank you for your consideration.

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

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

Date/Hours of Event: (M) NOV. 24, 2025

Date/Hours of Event: 6:00-9:00 pm

Name of Event:

Lagniappe

Description of Event:

Kick off to the Holiday season with Santa, Mrs. Claus, The Big, Bright Light Show and Fireworks!

Location Requested: main street between S. bridge - university (MDOT approval) stage located @ W. 4th & main

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

Date/Hours of Event: NOV 24, 2025 6-9pm

Date/Hours of Set-up and Tear Down: NOV. 24 7am set up, road opens at 9:30pm

Organization Name:

Rochester PSD

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

431 S. Main Street Rochester, MI 48307

Organization Phone Number:

248 656 0060

Name of Contact Person and Phone Number:

Jenna

Contact Person E-Mail (must be provided):

jenna@downtownrochestermi.com

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

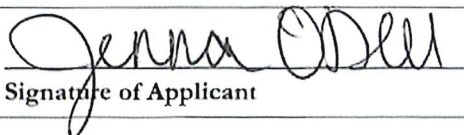
Jenna 248 835 7205

ACKNOWLEDGEMENT

The Rochester City Council shall have sole and complete discretion whether to issue a permit.

Nothing contained in the City Code shall be construed to require the City to issue a permit to an applicant, and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to the event as determined by the City and will comply with all local, state and federal rules, regulations and laws.


Signature of Applicant

8-7-2025
Date

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

EVENT LAYOUT: Please attach all sketches of the layout to the completed Application.

Organization Type: Government Non-Profit For-Profit

List any additional Sponsors or Participants: FOX Chevrolet - BALS SPONSOR
SANTA SPONSOR - TBD

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

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

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

Total estimated attendance each day:
10,000

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

Is amplification of music or speakers planned or anticipated? YES NO
If yes, describe: Speakers on 4th & Main

Will volunteer staff be provided to assist with safety, security and maintenance: YES NO
DDA staff, police, Fire & CERT Team

Will alcoholic beverages be served? YES NO
If yes, describe:

Will food/beverages be sold?

YES

NO

NOTE: Peddle & Vendor permits are required. Also, Health Department approval required for food sales.

If yes, describe:

a few food trucks will be placed on E 4th street

Will merchandise be sold?

YES

NO

If yes, describe:

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

Picnic Tables

YES

NO

If yes, number requested: _____

Trash Receptacles

YES

NO

If yes, number requested: 8-10 additional

Dumpsters

YES

NO

If yes, number requested: _____

Electrical Connections

YES

NO

If yes, number requested: _____

Meter Bags

YES

NO

If yes, number requested: _____

Barricades

YES

NO

If yes, number requested: _____

Traffic Cones

YES

NO

If yes, number requested: _____

Other

YES

NO

If yes, number requested: _____

Will you be requesting City safety personnel to be assigned to this event (Police/Fire): YES NO

Describe: We will need assistance from DPW, police & fire to close main street and W 4th between main & west alley. we will also need assistance closing main street by blocking off all meters along main street.

Will street closures be necessary? YES NO

If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down.

Describe:

main street will be closed from university - S. Bridge there will be a meeting with DPW, police, fire & Rochester Hills DPW discussing road closures and detour map

PLEASE INDICATE IF YOU WILL BE REQUIRING, CONSTRUCTING OR LOCATING ANY OF THESE ITEMS IN THE AREA OF THE EVENT:

Kiwanis and/or Lion's Shelter YES NO

*Reservations for the Kiwanis and Lion's Shelters are handled under separate permits available at City Hall.
Please check availability first by calling City Hall at (248) 733-3700.*

Booths YES NO

If yes, indicate number of booths and size of each.

Tents YES NO

If yes, indicate number of tents and size of each.

**The City requires inspection of all tents larger than 10' x 10'. If any of the tents for your event are larger than 10' x 10', please provide the date and time the tent is assembled so an inspection may be scheduled:*

Date: _____ Time: _____

Awnings YES NO

If yes, number of awnings and size of each:

Canopies YES NO

If yes, number of canopies and size of each:

Tables YES NO

If yes, number of tables and size of each:

Portable Restrooms YES NO

If yes, number of portable restrooms requested and locations:

West alley by west parking structure

Other Items Requested YES NO

If yes, describe:

2025 Rochester Event Calendar Tentative Events

							August 11, 2025		
Month	Time	Event	Location	Reviewed Department Heads	Reviewed City Manager	Council Approval	Costs		
January									
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester	Yes	Yes	Yes	\$ -		
19	9am-11am	Frozen Paw 5K	Downtown Rochester	Yes	Yes	Yes	\$ 2,600		
February									
		No Events							
March									
15	1pm-11pm	Friends of Foster Kids Charity-Pre St. Patrick's Day	O'Connors	Yes	Yes	Yes	\$ -		
16	Noon-10pm	St. Baldrick's Fundraiser	Corner Bar	Yes	Yes	Yes			
17	7am-2am	Annual St. Patrick's Day Celebration	O'Connors	Yes	Yes	Yes	\$ 250		
April									
4	4pm-7pm	Haven Sexual Assault Awareness Month	Downtown Rochester	Yes	Yes	Yes	\$ -		
11,12,13	10am-5pm	Knights of Columbus Tootsie Roll Drive	Main/University	Yes	Yes	Yes	\$ -		
May									
5	1pm-9pm	Cinco de Mayo	D'Marcos	Yes	Yes	Yes			
10	Noon-3 pm	Detroit Dachshund Club Walk Fundraiser	Paint Creek Trail	Yes	Yes	Yes	\$ -		
24	6:30am-5 pm	Heritage Car Show	Municipal Park	Yes	Yes	Yes	\$ -		
June									
2	All Day	Gun Violence Awareness Month (June)	Downtown Rochester	Yes	Yes	Yes			
7	8am-10am	OPC 5KRun/Walk-Meals for Wheels	Clinton River Trail	Yes	Yes	Yes	\$ -		
8	7am-12pm	Bark & Brew 5K Run	Municipal Park	Yes	Yes	Yes			
12	6pm-9pm	Bites and Beats	Lions Park	Yes	Yes	Yes			
12	10am-noon	St. John Lutheran Mobile Pantry	Municipal Park	Yes	Yes	Yes			
19	7pm-9pm	Movies in the Park	Municipal Park	Yes	Yes	Yes	\$ -		
21	10am-6pm	Makers Market	W. Fourth Street	Yes	Yes	Yes	\$ 500		
21	8am-6pm	Pride in the Park-Rochester	Municipal Park	Yes	Yes	Yes	TBD		
26	6 pm-9 pm	Bites and Beats	Lions Park	Yes	Yes	Yes	\$ -		
26	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	\$ -		

28	9:30am-12:30pm	Detroit POTS 5K											
October													
2	7pm-9pm	Rochester Posed											
4	8am-1pm	Lupus Awareness Walk											\$ -
5	8am-12pm	Pack 188 Soapbox Derby											
5	8:30am-11:30am	Scare Away Hunger 5K & Family Fun Run											\$ 600
18	3:30pm-6:30pm	Trick-or-Treat & Halloween Fest											
18	9am-12:30pm	Making Strides Against Breast Cancer											\$ 360
November													
24	6pm-9pm	Lagniappe											
December													
5-6	TBD	Kris Kringle Market											
7	2pm-4pm	Christmas Parade											

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: August 18, 2025
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Knights of Columbus Tootsie Roll Drive Event

Issue: Request to hold the Knights of Columbus Tootsie Roll Fundraising Drive for the Mentally Challenged.

Analysis: A special event application was submitted by the Knights of Columbus in Rochester to hold a Tootsie Roll Fundraising Drive for the mentally challenged on October 10-12th, 2025 from 10 am to 5 pm. The solicitation will take place at the intersection of Main St. & University. There are no costs associated with this event and there will be no street closures. A hold harmless agreement and proof of liability insurance have been submitted

Requested Action: Review and approve event as presented.

Attachment(s): Special event application

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS & PUBLIC SPACES

Complete & sign this form and return to City of Rochester Police Chief along with a non-refundable check made to the City of Rochester
Application fee for first time event \$150, 2nd and subsequent years \$125

Date/Hours of Event: Oct 10,11,12

Date/Hours of Event: 10am-5 pm

Name of Event:

Knights of Columbus Tootsie Roll Drive for the Mentally Impaired

Description of Event:

Knights ask for donations and hand out tootsie rolls.

Location Requested:

Intersection of Main St. and University Dr.

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

Date/Hours of Event: Oct. 10-12, 10am till 5pm

Date/Hours of Set-up and Tear Down: none

Organization Name:

Knights of Columbus, Father Baumgartner Council, #5452 Rochester Mi.

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

P.O. Box 81195 Rochester Mi 48308

Organization Phone Number: 586-943-2059

Name of Contact Person and Phone Number: Jim Cairns 586-943-2059

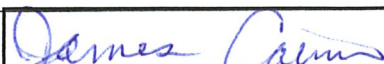
Contact Person E-Mail (must be provided): jcairns1952@gmail.com

On-Site Event Manager/Contact Person Name & Phone Number: Stan Wondolowski 248-613-8496

ACKNOWLEDGEMENT

The Rochester City Council shall have sole and complete discretion whether to issue a permit. Nothing contained in the City Code shall be construed to require the City to issue a permit to an applicant, and no applicant shall have any interest or right to receive a permit merely because the applicant has received a permit in the past.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to the event as determined by the City and will comply with all local, state, and federal rules, regulations, and laws.


Signature of Applicant

8-14-25
Date

PLEASE INDICATE IF YOU WILL BE REQUIRING, CONSTRUCTING OR LOCATING ANY OF THESE ITEMS IN THE AREA OF THE EVENT:

Kiwanis and/or Lion's Shelter YES NO

*Reservations for the Kiwanis and Lion's Shelters are handled under separate permits available at City Hall.
Please check availability first by calling City Hall at (248) 733-3700.*

Booths YES NO

If yes, indicate number of booths and size of each.

Tents YES NO

If yes, indicate number of tents and size of each.

**The City requires inspection of all tents larger than 10' x 10'. If any of the tents for your event are larger than 10' x 10', please provide the date and time the tent is assembled so an inspection may be scheduled:*

Date: Time:

Awnings YES NO

If yes, number of awnings and size of each:

Canopies YES NO

If yes, number of canopies and size of each:

Tables YES NO

If yes, number of tables and size of each:

Portable Restrooms YES NO

If yes, number of portable restrooms requested and locations:

Other Items Requested YES NO

If yes, describe:

PLEASE COMPLETE THE FOLLOWING EVENT INFORMATION:

EVENT LAYOUT: Please attach all sketches of the layout to the completed Application.

Organization Type: Government Non-Profit For-Profit

List any additional Sponsors or Participants:
none

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

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

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

Total estimated attendance each day:
four knights at intersection

What parking arrangements will be necessary to accommodate attendance?
Describe:
none

Is amplification of music or speakers planned or anticipated? YES NO
If yes, describe:

Will volunteer staff be provided to assist with safety, security and maintenance? YES NO
Knights

Will alcoholic beverages be served? YES NO
If yes, describe:

Will food/beverages be sold? YES NO *NOTE: Peddler & Vendor permits are required. Also, Health Department approval required for food sales.*
 If yes, describe:

Will merchandise be sold? YES NO
 If yes, describe:

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

Picnic Tables	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Trash Receptacles	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Dumpsters	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Electrical Connections	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Meter Bags	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Barricades	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Traffic Cones	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>
Other	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, number requested: <input type="text"/>

Will you be requesting City safety personnel to be assigned to this event (Police/Fire)? YES NO
 Describe:

Will street closures be necessary? YES NO
 If yes, include a detailed map and indicate the date and time for closing and re-opening including set-up and tear down.
 Describe:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

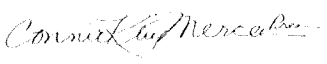
PRODUCER The Whims Insurance Agency 322 Main Street Suite 200 Rochester MI 48307	CONTACT NAME: Jessica Gail PHONE (A/C, No, Ext): (248) 651-7321 E-MAIL ADDRESS: jgall@whimsinsurance.com	FAX (A/C, No): (248) 651-3992
	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Columbus Club Association of Rochester Building Cor 2064 Saint Andrews Dr P. O. box 81195 Rochester Hills MI 48309-1536		

COVERAGES **CERTIFICATE NUMBER:** CL2581333183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		A603904	06/26/2025	06/26/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage as defined in policies.
The City of Rochester is named an additional insured for the following event: Special Event - MI Drive held on October 10-12, 2025

CERTIFICATE HOLDER City of Rochester 400 Sixth St. Rochester MI 48307	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Knights of Columbus

Father Baumgartner Council, No. 5452
P.O. Box 81195
Rochester, MI 48308

August 14, 2025

George Rouhib Jr.
Chief of Police
Rochester, MI 48307

Hold Harmless Agreement

To the fullest extent permitted by law the Knights of Columbus Council #5452 its officers, directors, employees, agents, contractors, volunteers, representatives and others working on behalf of the applicant/organizer of the event. Knights of Columbus Council #5452 is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Rochester, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester 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 of Rochester, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester, 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 the applicant's/event organizer's activities permitted pursuant to its special event permit dates: October 10, 11 and 12, 2025 issued by the City of Rochester. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Rochester, its elected or appointed officials, employees, volunteers, or others working on behalf of the City of Rochester.

Glen Steyer
Knights of Columbus Council #5452
GrandKnight

Return of Organization Exempt From Income Tax

2024

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form, as it may be made public.

Go to www.irs.gov/Form990EZ for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2024 calendar year, or tax year beginning 01/01/2024 **and ending** 12/31/2024

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization KNIGHTS OF COLUMBUS		D Employer identification number 23-7109703
	Number and street (or P.O. box if mail is not delivered to street address) PO Box 81195	Room/suite	E Telephone number 248-225-0901
	City or town, state or province, country, and ZIP or foreign postal code Rochester, MI 48308		F Group Exemption Number 0188

G Accounting Method: Cash Accrual Other (specify): _____

I Website: www.kofc5452.org

J Tax-exempt status (check only one) — 501(c)(3) 501(c) (**8**) (insert no.) 4947(a)(1) or 527

K Form of organization: Corporation Trust Association Other: _____

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ **114,341**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
 Check if the organization used Schedule O to respond to any question in this Part I

Revenue	1	Contributions, gifts, grants, and similar amounts received	1		20,680
	2	Program service revenue including government fees and contracts	2		2,779
	3	Membership dues and assessments	3		6,412
	4	Investment income	4		333
	5a	Gross amount from sale of assets other than inventory	5a	0	
	b	Less: cost or other basis and sales expenses	5b	0	
	5c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c		0
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	7,041	
	b	Gross income from fundraising events (not including \$ 0 of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	76,901	
c	Less: direct expenses from gaming and fundraising events	6c	29,865		
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		54,077	
7a	Gross sales of inventory, less returns and allowances	7a	195		
b	Less: cost of goods sold	7b	0		
c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		195	
8	Other revenue (describe in Schedule O)	8		0	
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9		84,476	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10		85,019
	11	Benefits paid to or for members	11		0
	12	Salaries, other compensation, and employee benefits	12		0
	13	Professional fees and other payments to independent contractors	13		0
	14	Occupancy, rent, utilities, and maintenance	14		0
	15	Printing, publications, postage, and shipping	15		2,552
	16	Other expenses (describe in Schedule O)	16		11,197
17	Total expenses. Add lines 10 through 16	17		98,768	
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18		-14,292
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19		49,785
	20	Other changes in net assets or fund balances (explain in Schedule O)	20		0
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21		35,493

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V .

Table with columns for question number, question text, and Yes/No checkboxes. Rows include questions 33 through 45b regarding organizational activities, financial reporting, and controlled entities.

Form **8453-TE**

Tax Exempt Entity Declaration and Signature for E-file

OMB No. 1545-0047

For calendar year 2024, or tax year beginning 01/01/2024 and ending 12/31/2024

2024

Department of the Treasury
Internal Revenue Service

For use with Forms 990, 990-EZ, 990-PF, 990-T, 1120-POL, 4720, 8868, 5227, 5330, and 8038-CP
Go to www.irs.gov/Form8453TE for the latest information.

Name of filer

EIN or SSN

KNIGHTS OF COLUMBUS

23-7109703

Part I Type of Return and Return Information

Check the box for the type of return being filed with Form 8453-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line of the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). If you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a	Form 990 check here	<input type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	
2a	Form 990-EZ check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	84,476
3a	Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b	
5a	Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	
6a	Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	
7a	Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	
8a	Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a	Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b	
10a	Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration of Officer or Person Subject to Tax

- 11a I authorize the U.S. Treasury and its designated Financial Agent to initiate an Automated Clearing House (ACH) electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.
- b If a copy of this return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I certify that I executed the electronic disclosure consent contained within this return allowing disclosure by the IRS of this Form 990/990-EZ/990-PF (as specifically identified in Part I above) to the selected state agency(ies).

Under penalties of perjury, I declare that I am an officer of the above named entity or I am the person subject to tax with respect to (name of entity) _____, (EIN) _____,

and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund.

Sign Here Steven Davis | May 04, 2025 | Steven Davis, Financial Secretary
Signature of officer or person subject to tax | Date | Title, if applicable

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (see instructions)

I declare that I have reviewed the above return and that the entries on Form 8453-TE are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for reviewing the return and only declare that this form accurately reflects the data on the return. The entity officer or person subject to tax will have signed this form before I submit the return. I will give a copy of all forms and information to be filed with the IRS to the officer or person subject to tax, and have followed all other requirements in Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns. If I am also the Paid Preparer, under penalties of perjury I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's Use Only	ERO's signature	Date	Check if also paid preparer <input type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code				EIN
					Phone no.

Under penalties of perjury, I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer is based on all information of which the preparer has any knowledge.

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	Firm's name				Firm's EIN
	Firm's address				Phone no.

2025 Rochester Event Calendar Tentative Events

							August 18, 2025		
Month	Time	Event	Location	Reviewed Department Heads	Reviewed City Manager	Council Approval	Costs		
January									
17-18	10am-6pm	Downtown Rochester Frost Festival	Downtown Rochester	Yes	Yes	Yes	\$ -		
19	9am-11am	Frozen Paw 5K	Downtown Rochester	Yes	Yes	Yes	\$ 2,600		
February									
		No Events							
March									
15	1pm-11pm	Friends of Foster Kids Charity-Pre St. Patrick's Day	O'Connors	Yes	Yes	Yes	\$ -		
16	Noon-10pm	St. Baldrick's Fundraiser	Corner Bar	Yes	Yes	Yes			
17	7am-2am	Annual St. Patrick's Day Celebration	O'Connors	Yes	Yes	Yes	\$ 250		
April									
4	4pm-7pm	Haven Sexual Assault Awareness Month	Downtown Rochester	Yes	Yes	Yes	\$ -		
11,12,13	10am-5pm	Knights of Columbus Tootsie Roll Drive	Main/University	Yes	Yes	Yes	\$ -		
May									
5	1pm-9pm	Cinco de Mayo	D'Marcos	Yes	Yes	Yes			
10	Noon-3 pm	Detroit Dachshund Club Walk Fundraiser	Paint Creek Trail	Yes	Yes	Yes	\$ -		
24	6:30am-5 pm	Heritage Car Show	Municipal Park	Yes	Yes	Yes	\$ -		
June									
2	All Day	Gun Violence Awareness Month (June)	Downtown Rochester	Yes	Yes	Yes			
7	8am-10am	OPC 5KRun/Walk-Meals for Wheels	Clinton River Trail	Yes	Yes	Yes	\$ -		
8	7am-12pm	Bark & Brew 5K Run	Municipal Park	Yes	Yes	Yes			
12	6pm-9pm	Bites and Beats	Lions Park	Yes	Yes	Yes			
12	10am-noon	St. John Lutheran Mobile Pantry	Municipal Park	Yes	Yes	Yes			
19	7pm-9pm	Movies in the Park	Municipal Park	Yes	Yes	Yes	\$ -		
21	10am-6pm	Makers Market	W. Fourth Street	Yes	Yes	Yes	\$ 500		
21	8am-6pm	Pride in the Park-Rochester	Municipal Park	Yes	Yes	Yes	TBD		
26	6 pm-9 pm	Bites and Beats	Lions Park	Yes	Yes	Yes	\$ -		
26	7pm-9pm	Music in the Park	Municipal Park	Yes	Yes	Yes	\$ -		

28	9:30am-12:30pm	Detroit POTS 5K			Yes	Yes	Yes	
October								
2	7pm-9pm	Rochester Posed		Downtown Rochester	Yes	Yes	Yes	\$ -
4	8am-1pm	Lupus Awareness Walk		Municipal Park	Yes	Yes	Yes	
5	8am-12pm	Pack 188 Soapbox Derby		Third Street	Yes	Yes		
5	8:30am-11:30am	Scare Away Hunger 5K & Family Fun Run		Municipal Park	Yes	Yes	Yes	\$ 600
10,11,12	10am-5pm	Knights of Columbus Tootsie Roll Drive		Main/University	Yes			\$ -
18	3:30pm-6:30pm	Trick-or-Treat & Halloween Fest		Downtown Rochester	Yes			
18	9am-12:30pm	Making Strides Against Breast Cancer		Municipal Park	Yes	Yes	Yes	\$ 360
November								
24	6pm-9pm	Lagniappe		Main Street	Yes			
December								
5-6	TBD	Kris Kringle Market		Downtown Rochester	No			
7	2pm-4pm	Christmas Parade		Downtown Rochester	No			

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank A1 ACCOUNTS PAYABLE					
08/07/2025	141189	O'CONNOR'S PUBLIC HOUSE	O'CONNOR'S PUBLIC HOUSE	DANCIN' IN THE STREET TASTE FEST	55.08
08/07/2025	141190	50TH DISTRICT COURT	50TH DISTRICT COURT	BOND FOR 25-7296 SADARRYA CONNIA DEA	120.00
08/07/2025	141191	ABSOPURE WATER COMPANY	ABSOPURE WATER COMPANY	ABSOPURE WATER FOR DPW GARAGE & ADMI	8.00
			ABSOPURE WATER COMPANY	ABSOPURE WATER COOLER FOR PARKS - C&	4.00
					12.00
08/07/2025	141192	ACCUSHRED LLC	ACCUSHRED LLC	INV 1104131	83.75
08/07/2025	141193	AMERICAN SPEEDY PRINTING	AMERICAN SPEEDY PRINTING	FORMS	110.80
08/07/2025	141194	APPARATUS CENTRAL REPAIR	APPARATUS CENTRAL REPAIR	PUMP TESTING	930.00
08/07/2025	141195	APPLIED INNOVATION	APPLIED INNOVATION	PLOTTER CONTRACT 07/25/25 TO 08/24/2	75.44
08/07/2025	141196	AQUATEST LABORATORIES, INC	AQUATEST LABORATORIES, INC	WATER DEPARTMENT BAC-T SAMPLING JU	532.00
08/07/2025	141197	ASCENSION MICHIGAN EMPLOYER SC	ASCENSION MICHIGAN EMPLOYER SC	CDOT PHYSICAL KAISER & RIGNEY	160.00
08/07/2025	141198	BADGER METER INC.	BADGER METER INC.	BADGER METER- MBL HOSTING SERV UNIT	236.35
08/07/2025	141199	BETTER PAINTING	BETTER PAINTING	HYDRANT MAINTENANCE	2,200.00
08/07/2025	141200	BLACK DIAMOND COMMUNICATIONS	BLACK DIAMOND COMMUNICATIONS	WATER PLANT - NEW DVR & SECURITY CAM	5,695.57
08/07/2025	141201	BRIAN CLAYCOMB	BRIAN CLAYCOMB	JULY 2025 INSPECTIONS	1,432.50
08/07/2025	141202	BS&A SOFTWARE	BS&A SOFTWARE	BS&A ONLINE BUILDING SERVICE FEES 1-	408.00
08/07/2025	141203	CHARLES SIBERT	CHARLES SIBERT	WATER BILL FOR STUDIO	66.27
08/07/2025	141204	CHARTER TOWNSHIP OF SHELBY	CHARTER TOWNSHIP OF SHELBY	WATER USAGE JUNE 2025	136,421.86
08/07/2025	141205	CITY OF ROCHESTER-248	CITY OF ROCHESTER-248	PERMIT FEE FOR THE GRAHAM	17,715.00
08/07/2025	141206	CREATIVE CONCRETE RAISING INC	CREATIVE CONCRETE RAISING INC	SIDEWALK SLAB RAISING	11,000.00
08/07/2025	141207	CTS COMPANIES INC	CTS COMPANIES INC	TELEPHONE SYSTEM CONTRACT AUGUST 202	2,568.73
08/07/2025	141208	DAVEY TREE EXPERT COMPANY	DAVEY TREE EXPERT COMPANY	TREE TRIMMING - (LOCALS) GLENMOOR/KE	3,640.00
08/07/2025	141209	DEERBROOK CONSTRUCTION CO	DEERBROOK CONSTRUCTION CO	BUILDING REPAIR	7,320.00
08/07/2025	141210	DTE ENERGY	DTE ENERGY	DTE STATEMENTS	23,587.15
08/07/2025	141211	EJ USA INC	EJ USA INC	MAINTENANCE MATERIAL FOR LOCALS - 7C	4,496.60
			EJ USA INC	MAINTENANCE MATERIAL FOR LOCALS - 73	3,514.28
					8,010.88
08/07/2025	141212	ELEMENT 22 COMMERCIAL GROUP	ELEMENT 22 COMMERCIAL GROUP	CHIEF FINANCIAL VEHICLE PURCHASES MC	4,412.43
08/07/2025	141213	ENVIRONMENTAL WOOD SOLUTIONS	ENVIRONMENTAL WOOD SOLUTIONS	WOOD CHIPS DUMP CHARGE	25.95
08/07/2025	141214	EVERON	EVERON	ALARM SYSTEM AT DINOSAUR HILL SEPTE	77.64
08/07/2025	141215	EXTERIOR CONCEPTS	EXTERIOR CONCEPTS	LANDSCAPE FIRE STATION	1,090.00
08/07/2025	141216	FAIRYTALE ENTERTAINMENT	FAIRYTALE ENTERTAINMENT	MOVIES IN THE MOONLIGHT MOANA GRATUI	60.00
08/07/2025	141217	GRAPHIC SCIENCES, INC	GRAPHIC SCIENCES, INC	BUILDING SCANNING FILES	162.18
08/07/2025	141218	GREAT LAKES WATER AUTHORITY	GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTEWATER CHARGES FOR PF	120.96
			GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTEWATER CHARGES FOR PF	265.58
					386.54
08/07/2025	141219	HAIG'S OF ROCHESTER	HAIG'S OF ROCHESTER	REDEEMED GIFT CERTIFICATES	25.00
08/07/2025	141220	HENRY KOLBUCH	HENRY KOLBUCH	MARKET BUCKS AUG 2	5.00
08/07/2025	141221	JANNAH GARBACK	JANNAH GARBACK	MARKET MUSIC AUG 9	75.00
08/07/2025	141222	KK'S SOURDOUGH & SWEETS	KK'S SOURDOUGH & SWEETS	EBT REIMBURSEMENT	6.00
08/07/2025	141223	KRYSIA'S KITCHEN	KRYSIA'S KITCHEN	EBT REIMBURSEMENT	12.00
08/07/2025	141224	L ANTHONY CONSTRUCTION INC	L ANTHONY CONSTRUCTION INC	CURB & GUTTER PROGRAM - PAYMENT 1 FC	316,800.00
08/07/2025	141225	MANS LUMBER & MILLWORK	MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
					<u>1,341.90</u>
08/07/2025	141226	MANS LUMBER & MILLWORK	MANS LUMBER & MILLWORK	MDO SHEETS	89.46
			MANS LUMBER & MILLWORK	MDO SHEETS	89.46
					<u>178.92</u>
08/07/2025	141227	MARILYN TRENT	MARILYN TRENT	REIMBURSEMENT FOR WOMENS LEADERS IN	45.00
08/07/2025	141228	MCCI INNOVATIONS	MCCI INNOVATIONS	LASERFICHE LICENSING	3,842.52
08/07/2025	141229	MICHAEL PALMER	MICHAEL PALMER	REIMBURSEMENT FOR COURSE	1,000.00
08/07/2025	141230	MICHIGAN BUSINESS CONNECTION,	MICHIGAN BUSINESS CONNECTION,	LOAN PAYMENT FOR 265 E SECOND, LOAN	15,143.31
08/07/2025	141231	MIKE'S PUMP SERVICE	MIKE'S PUMP SERVICE	AUTO PARKING - POWERWASHER REPAIR PA	56.00
08/07/2025	141232	MORLEY CANDY MAKERS	MORLEY CANDY MAKERS	REDEEMED GIFT CERTIFICATES	200.00
08/07/2025	141233	MR C'S CAR WASH #6 LLC	MR C'S CAR WASH #6 LLC	CAR WASH	23.00
08/07/2025	141234	NICHOLAS BANDA	NICHOLAS BANDA	MEDICAL REIMBURSEMENT FOR AUG 2025	850.00
08/07/2025	141235	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	JULY 2025 MONTHLY SETTLEMENT	205.82
08/07/2025	141236	OAKLAND COUNTY TREASURERS	OAKLAND COUNTY TREASURERS	OAKLAND-MACOMB INTERCEPTOR DRAINAGE	88,896.51
			OAKLAND COUNTY TREASURERS	ANNUAL BOND PAYMENT ON DRAIN BONDS F	183,698.48
					<u>272,594.99</u>
08/07/2025	141237	OXFORD OVERHEAD DOOR SALES CO.	OXFORD OVERHEAD DOOR SALES CO.	DOOR BAY REPAIR	375.00
08/07/2025	141238	PEGASUS ENTERTAINMENT, INC	PEGASUS ENTERTAINMENT, INC	MOVIES IN THE MOONLIGHT 8/9	3,500.00
08/07/2025	141239	PENN STATION EAST	PENN STATION EAST	DANCIN' IN THE STREET TASTE FEST	11.00
			PENN STATION EAST	REDEEMED GIFT CERTIFICATES	50.00
					<u>61.00</u>
08/07/2025	141240	PRINTING SYSTEMS INC.	PRINTING SYSTEMS INC.	SINGLE AV APP POSTCARD	228.29
			PRINTING SYSTEMS INC.	SINGLE AV APP POSTCARD	480.02
			PRINTING SYSTEMS INC.	VOTER INFO CARDS W/ADDRESS & MAIL	1,344.15
					<u>2,052.46</u>
08/07/2025	141241	PRIORITY WASTE	PRIORITY WASTE	AUGUST 2025 TRASH CONTRACT - RESIDEN	79,374.23
08/07/2025	141242	QUALITY BUSINESS ENGRAVING	QUALITY BUSINESS ENGRAVING	NAME PLATES JAY HUH ZBA	20.00
			QUALITY BUSINESS ENGRAVING	RIBBON CUTTING CENTRAL BARK	28.00
			QUALITY BUSINESS ENGRAVING	RIBBON CUTTING PETITE CREEK	36.00
					<u>84.00</u>
08/07/2025	141243	RESALE CONNECTION	RESALE CONNECTION	REDEEMED GIFT CERTIFICATES	50.00
08/07/2025	141244	ROAD COMMISSION OF OAKLAND CO.	ROAD COMMISSION OF OAKLAND CO.	TRAFFIC SIGNAL MAINTENANCE-DTE ENERC	530.92
08/07/2025	141245	ROBB BRECKENRIDGE	ROBB BRECKENRIDGE	MARKET MUSIC AUG 16	75.00
08/07/2025	141246	ROCHESTER BIKE SHOP	ROCHESTER BIKE SHOP	REDEEMED GIFT CERTIFICATES	275.00
08/07/2025	141247	ROCHESTER MILLS BEER CO.	ROCHESTER MILLS BEER CO.	DANCIN' IN THE STREET TASTE FEST	29.15
			ROCHESTER MILLS BEER CO.	REDEEMED GIFT CERTIFICATES	1,070.00
					<u>1,099.15</u>

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
08/07/2025	141248	ROCHESTER PLUMBING & HEATING	ROCHESTER PLUMBING & HEATING	POLICE DEPT - REBUILT SLOAN VALVE IN	244.00
			ROCHESTER PLUMBING & HEATING	POLICE DEPT - INSTALL FAUCET FOR MOF	1,126.00
					<u>1,370.00</u>
08/07/2025	141249	SCHULTZ AND YOUNG PC	SCHULTZ AND YOUNG PC	JUNE 2025 GENERAL MATTERS INVOICE LA	1,190.00
08/07/2025	141250	SIGNS & MORE	SIGNS & MORE	MAJORS SIGNS- 23.5"X 23.5" WELCOME S	1,344.00
08/07/2025	141251	SPENCER OIL COMPANY	SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	4,376.77
			SPENCER OIL COMPANY	87 OCT UNLEADED W/ 10% ETHANOL FUEL	3,278.18
					<u>7,654.95</u>
08/07/2025	141252	TALULAH BELLE	TALULAH BELLE	REDEEMED GIFT CERTIFICATES	225.00
08/07/2025	141253	TASTE OF PETRA	TASTE OF PETRA	EBT REIMBURSEMENT	25.00
08/07/2025	141254	TELUS COMMUNICATIONS (U.S.)	INTELUS COMMUNICATIONS (U.S.)	INMVP- SKYHAWK CONNECT ANYWHERE MONTHI	113.28
08/07/2025	141255	THE ACCUMED GROUP	THE ACCUMED GROUP	MEDICAL BILLING	1,646.26
			THE ACCUMED GROUP	MEDICAL BILLING	1,989.35
					<u>3,635.61</u>
08/07/2025	141256	ULLIANCE INC	ULLIANCE INC	ULLIANCE CITY CONFLICT RESOLUTION TF	2,500.00
08/07/2025	141257	UNCLE HENRY'S GOURMET MEATS	UNCLE HENRY'S GOURMET MEATS	REDEEMED GIFT CERTIFICATES	25.00
08/07/2025	141258	VAN HORN TRUCK PARTS INC.	VAN HORN TRUCK PARTS INC.	MVP PARTS FOR VEH# 642 - TRAILER CAE	17.17
08/07/2025	141259	WEX BANK	WEX BANK	GAS PURCHASES PD, FD, CITY HALL AND	96.44
08/07/2025	141260	ZEP SALES & SERVICE	ZEP SALES & SERVICE	CLEANING SUPPLIES	191.06
08/08/2025	141261	SEMCOG	SEMCOG	2025 ANNUAL MEMBERSHIP	2,025.00
08/11/2025	1226(A)	BOND ELECTRIC, LLC	BOND ELECTRIC, LLC	JULY 2025 INSPECTIONS	1,849.80
08/11/2025	1227(A)	CORE & MAIN LP	CORE & MAIN LP	LOCALS MAINTENANCE MATERIALS - MANE	940.80
08/11/2025	1228(A)	DLZ MICHIGAN INC	DLZ MICHIGAN INC	PROJ 2345758800 OC GRANT WM LOOPIN	6,223.00
			DLZ MICHIGAN INC	PROJ 2445777900 FY 2024-2025 MS4	2,080.00
			DLZ MICHIGAN INC	PROJ 2545794300 FY 2025-2026 MS4	1,240.00
			DLZ MICHIGAN INC	PROJ 2545784700 2025 GENERAL ENGINE	513.75
					<u>10,056.75</u>
08/11/2025	1229(A)	ESO SOLUTIONS INC	ESO SOLUTIONS INC	EMS PROGRMING	1,637.45
08/11/2025	1230(A)	HYDROCORP	HYDROCORP	CROSS CONNECTION CONTROL PROG INSPEC	4,522.00
			HYDROCORP	CROSS CONNECTION CONTROL PROGRAM INS	1,258.00
					<u>5,780.00</u>
08/11/2025	1231(A)	JODY ALLEN KINJORSKI	JODY ALLEN KINJORSKI	JULY 2025 INSPECTIONS	1,564.80
08/11/2025	1232(A)	LINEAR CONSULTING FIRM LLC	LINEAR CONSULTING FIRM LLC	FIRE PROGRAM DEVELOPMENT	3,660.00
08/11/2025	1233(A)	NYE UNIFORM	NYE UNIFORM	UNIFORMS	74.50
			NYE UNIFORM	UNIFORMS	444.00
					<u>518.50</u>
08/11/2025	1234(A)	PARAGON LABORATORIES INC	PARAGON LABORATORIES INC	WATER QUALITY TESTING - 2025 LEAD &	322.00
08/11/2025	1235(A)	PRINTING SYSTEMS INC.	PRINTING SYSTEMS INC.	VOTER ID POSTCARDS	4,243.30
08/11/2025	1236(A)	WINDCAVE INC	WINDCAVE INC	PARKING PLATFORM MONTHLY HOSTING FEE	1,275.00
08/11/2025	1237(E)	BLUE CROSS BLUE SHIELD OF MICH	BLUE CROSS BLUE SHIELD OF MICH	BCBSM 7006068/ERS 8.1-31.25 BILLING	114,108.94

A1 TOTALS:

Total of 85 Checks:	1,094,847.19
Less 0 Void Checks:	0.00
Total of 85 Disbursements:	<u>1,094,847.19</u>



City of Rochester

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

MEMORANDUM

Date: August 12, 2025

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Ordinance Amendment – Blight Ordinance

Copies: Jeremy Peckens, Chief John Cieslik, Holly Meyers, Megan Frazho

Issue: Consideration of an Ordinance Amendment to the Blight Ordinance.

Analysis: At its August 11, 2025 meeting, City Council discussed the latest version of the draft blight ordinance amendment. City Council moved the ordinance amendment forward for first reading and introduction with a requested change to Section 20-134(12) to add peeling paint and poor striping condition as a blighting factor. We have made such a change and believe that the attached draft reflects Council's direction.

The request of City Council is to review the proposed amendment and move the ordinance amendment for second reading and adoption.

Requested Action: To move the blight ordinance amendment for second reading and adoption.

Attachment: Proposed Ordinance Amendment to the City's Blight Ordinances

AN ORDINANCE TO AMEND CHAPTER 20, ENVIRONMENT, ARTICLE IV, BLIGHT, OF THE CODE OF THE CITY OF ROCHESTER TO AMEND THE LANGUAGE OF THE CITY'S BLIGHT ORDINANCE.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 20, Environment, Article IV, Blight shall be amended as follows:

Sec. 20-131. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building materials means, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, structural or miscellaneous steel, nails, screws, or any other material used in construction or the repair of buildings or structures.

Junk, trash, rubbish, refuse mean parts of machinery or motor vehicles, unused stoves, refrigerators or other appliances or furniture stored in the open, remnants of wood, metal or another material or castoff material of any kind, whether or not the same could be put to any reasonable use at some future time, abandoned, discarded, unusable objects or equipment, cans, implements, cloth, rubber, bottles, boxes, cartons, or crates.

Junk automobiles means any motor vehicle which is kept, parked or stored, other than in a completely enclosed building, and is not in operating condition, is not properly licensed or is incapable of performing the transportation function for which it was manufactured. Junk vehicle shall not include a motor vehicle ordinarily used but temporarily out of running condition.

Sec. 20-132. - Factors or causes.

The following uses, structures and activities are determined to be blight or blighting factors, and causes of blight, and if allowed to exist will result in blighted, undesirable neighborhoods, impaired property values, and otherwise will be detrimental to the public health, comfort, safety and welfare:

- (1) ~~In any zoning district, t~~The existence of any structures or part of any structure which, because of disrepair, fire, wind or other natural disaster, physical deterioration, or abandonment, is no longer habitable, if dwelling, nor useful for any other purpose for which it is or may have been intended, and is left in that condition for period of more than 30 days.
- (2) ~~In any zoning district, t~~The existence of any partially completed or unenclosed structure unless such structure is in the course of construction in accordance with a valid and existing building permit.
- (3) ~~In any zoning district, t~~The open storage upon any property of new or used building materials or construction debris unless there is in force a valid building permit issued for construction upon the property and such materials are intended for use in connection with such construction, or if the zoning district allows such open storage.

- (4) ~~In any zoning district, a~~ Any structure or part of any structure which contains holes, breaks, loose or rotting materials, peeling paint, is not structurally sound, ~~weathertight, waterproof or vermin-proof;~~ or is not covered by a ~~water-resistant paint,~~ stain or other waterproof covering so as to protect such structure from the adverse effects of the elements or from physical deterioration, which does not have all windows kept in repair. ~~Boarded-up windows must be reglazed as soon as weather permits but in no case longer than 60 days.~~
- (5) ~~In any zoning district, t~~The storage upon any property of junk automobiles, automobile parts, equipment or machinery, except in a completely enclosed building, or as a permitted use in the I-2 zoning district.
- ~~(6)~~ ~~In any zoning district, t~~The storage or accumulation of junk, trash, rubbish, or refuse of any kind, except domestic refuse stored in an approved container awaiting pickup in all exterior areas.
- ~~(7)~~ The storage or accumulation of furniture and appliances shall be prohibited on open front porches and in front and side yards. Such materials may be temporarily stored in a rear side yard if such storage complies with any other ordinances or codes and is not for longer than seven (7) continuous days.
- ~~(6)(8)~~ ~~In any zoning district, t~~The existence of any vacant dwelling, garage, or other outbuilding unless such building is kept securely locked and windows kept glazed or neatly boarded up, for not longer than ~~360~~ days as provided in subsection ~~(164)~~ of this section, and otherwise protected to prevent entrance thereto by vermin, vandals or trespassers.
- ~~(7)~~ —
- ~~(8)(9)~~ ~~In any area, a~~Allowing any of the foregoing causes of blight or blighting factors to exist on any public road right-of-way located between private or corporate property and an existing or dedicated street, alley, road or highway, or upon any public utilities easement or right-of-way located adjacent to such property.
- ~~(10)~~ ~~In any zoning district, t~~The failure to maintain landscaping, including trees, shrubs or other vegetation so that ~~it is adequately irrigated,~~ lawns mowed regularly, shrubs are trimmed, noxious weeds are eliminated, ~~and~~ dead or diseased plantings are removed and replaced, and kept and/or maintained so that trees, shrubs or other vegetation does not block, impede or obstruct safe vision and/or use of a sidewalk, drive, street or other public right-of-way.
- ~~(9)(11)~~ The failure to maintain any retaining wall in a condition of good repair and appearance.
- ~~(10)(12)~~ ~~In any zoning district, t~~The failure to maintain any parking lot, common or entry area so that striping is clear, paint is not peeling and all excessive cracks, obstructions, potholes or other breaks in the ~~parking lot~~ surface ~~are~~shall be filled and repaired promptly by the proprietor.

(13) The failure to keep firewood stacked and located in backyards at least three (3) feet from the property lines.

~~(11)~~(14) In any zoning district, the failure to maintain any exterior light light fixtures and light poles and/or to keep any exterior lights fixtures in operating condition.

~~(15) In any zoning district, the presence of graffiti on any building or structure for more than fifteen (15) days shall be a prima facie blighting factor.~~

(16) Any structure where any exterior windows and doors are in good repair, free from cracks, intact, or otherwise not functioning as originally intended or designed. Boarded up windows and doors must be replaced and/or reglazed as soon as weather permits, but in no case longer than 30 days absent an extension from the City or a demolition permit being obtained.

(17) The presence of exterior attachments that are not properly or securely affixed, sagging, or in good repair including, but not limited to, gutters, downspouts, screening, vents, antennae, satellite dishes, tanks, awnings, light fixtures, handrails, guardrails, signs, canopies, stairways, fire escapes, exhaust ducts and utility connections.

(18) The presence of accessory improvements that are not in good repair including, but not limited to, walkways, driveways, parking areas, patios, decking, steps, handrails, guardrails, flag poles, fences, walls, tanks, antennae, pools, hot tubs, and any other freestanding or made structures.

(19) The outside storage of items between the street and the principal structure or items closer than three (3) feet to any side or rear lot line, or items otherwise kept in an unkempt manner on the property.

(20) A violation of the City-adopted property maintenance code(s), which result in a blighted condition.

~~(12)~~

Sec. 20-133. - Regulations.

Except as may be otherwise permitted by the holding of a specific business license or other city ordinance, no person in any zoning district within the city shall maintain or permit the maintenance or existence of any blighted structure, blighting factor, or cause of blight as specifically defined and set forth above in [section 20-132](#), on property owned, leased, rented or occupied.

Sec. 20-134. - Responsibility of owner, tenant or occupant.

The owners of each and every parcel of land within the city, and any person occupying or controlling the property, shall be responsible for keeping the entire premises free and clear from all such matter as described, defined and set forth in this article. The responsibility of an occupant shall not relieve the owners thereof from complying with this article.

Sec. 20-135. - Enforcement of article provisions.

- (a) Before commencing prosecution under this article, the enforcement officer shall notify the owner of the property of the existence of a violation under sections 20-132 and 20-133. Such notice shall be in writing and served upon the owner, either personally or by first class mail sent to the last known address of the owner or to the common address of the property upon which the violation exists. The owner shall be given ten (10) days from the date of service of the notice of violation in which to remedy or commence bona fide efforts to repair, eliminate, or remove the violation or appeal to the city council.
- (b) The city council, if an appeal is requested in writing by the owner of a property within ten days of receiving a notice of violation, shall conduct a hearing within 15 days of receipt of a timely request for appeal. The purpose of the hearing is to afford the owner an opportunity to be heard regarding a notice of violation. During this appeal, the commencement of prosecution shall be held in abeyance. Following the hearing, the city council shall determine whether a blight, blighting factors, or causes of blight exist and determine whether additional time shall be granted to the owner of the property to initiate repairs or demolition as appropriate. The city council shall also have authority to determine that no action is needed by the owner of the property by rescinding the notice of violation. If, at the expiration of any time limit as set by city council following the hearing, the owner has not complied with the council requirements, the city may initiate appropriate court action. The cost of abating such blighting factors or causes of blight be charged against the premises and, if unpaid, shall become a lien against the respective lot or parcel of property which have been repaired, demolished, or upon which any such other action has been taken to remedy the violation determined hereunder. This lien shall be of the same character and effect as the lien created for city taxes and shall include interest and penalties and shall in all respects be a debt to the city from the owner or occupant of such premises and shall be collected as any other debt to the city.
- (c) If the owner of the property does not appeal to city council under subparagraph (b), above, then the city may initiate appropriate court action.
- (d) Prosecution may be commenced against an owner without prior notice as provided for in subsection (a) above; in any instance where a notice of violation had been previously sent, within the previous six (6)~~12~~ months, relating to the same address and same / similar violation.
- (e) Notwithstanding any penalty which can and may be imposed hereunder, the city may bring an action in the circuit court for an injunction or other process against any person, corporation, or other entity to restrain, prevent, abate any violation of this article and to otherwise enforce the terms of this article.
- (f) Each day that a violation under this article continues to exist shall be considered a separate violation subject to the penalties hereinafter set forth.
- ~~(g) (g)~~ The building inspector, or such other person as may hereafter be duly authorized by the city manager, is hereby designated as the authorized city official to enforce the terms hereof.
- (h) If the City in its sole and reasonable discretion determines that a condition exists, or is likely to exist, which is an emergency, the City may immediately attempt to verbally inform the owner

and occupants of the property of the nature of the condition and proceed immediately with court action and/or other mitigation efforts.

Sec. 20-136. - Penalty for violation of article.

All violations of this article are hereby designated as municipal civil infractions and a civil fine in an amount not to exceed \$500.00, plus costs, shall be paid by a person who is found responsible for each such civil infraction. Responsible persons shall also be subject to sanctions, remedies and procedures as set forth and permitted under chapter 87 of Public Act No. 236 of 1961 (MCL 600.8701 et seq.), and other applicable laws.

Section 2. SEVERABILITY

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

Section 3. CONFLICTING STANDARDS

Where any provision of this Ordinance is found to be in conflict with the standards or provisions of any other zoning, building, fire, safety or health ordinance of the City of Rochester, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail.

Section 4. REPEAL

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

THIS ORDINANCE shall become effective immediately upon publication.

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

Made and passed by the City Council of the City of Rochester, State of Michigan, this ____ day of ~~March~~August, 2025.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Nancy Salvia, Mayor

By: _____
Lee Ann O'Connor, Clerk



City of Rochester

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

MEMORANDUM

Date: July 29, 2025

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Ordinance Amendment Sec. 10-192 – International Property Maintenance Code

Copies: Building Official McClure, Fire Chief Cieslik, Jeremy Peckens, Holly Meyers, Megan Frazho

Issue: Consideration of an Ordinance Amendment to Sections 10-192.

Analysis: At its July 28, 2025 meeting, City Council considered an ordinance amendment that would adopt the 2021 edition of the International Property Maintenance Code (IPMC) by reference in Sec. 10-192, replacing the currently adopted 2006 edition. At the end of the discussion, City Council moved the ordinance amendment forward for first reading and introduction.

Requested Action: The requested action is to move the ordinance amendment for second reading and adoption.

Attachment: Proposed ordinance amendment to Sec 10-192.

AN ORDINANCE TO AMEND CHAPTER 10, BUILDINGS AND BUILDING REGULATIONS, ARTICLE VI, PROPERTY MAINTENANCE CODE, OF THE CODE OF THE CITY OF ROCHESTER, TO REVISE SEC 10-192 TO REFLECT THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION INSTEAD OF THE 2006 EDITION.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 10 Buildings and Building Regulations of the Rochester Code shall be amended as follows:

Sec. 10-192. Code adopted.

The International Property Maintenance Code, ~~2021~~2006 edition, as published by the International Code Council, is hereby adopted by reference as may be modified in this article.

Section 2. SEVERABILITY

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

Section 3. REPEAL

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

THIS ORDINANCE shall become effective immediately upon publication.

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

Made and passed by the City Council of the City of Rochester, State of Michigan, this _____ day of August.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Nancy Salvia, Mayor

By: _____
Lee Ann O'Connor, Clerk



ROCHESTER SKATEPARK

100% DESIGN DEVELOPMENT // JULY 31, 2025











ELEMENT LEGEND

- 1 GRIND LEDGE
- 2 FLAT GRIND RAIL
- 3 BANK RAMP
- 4 TIERED STEPS
- 5 MANUAL PAD
- 6 QUARTER-PIPE
- 7 HAND RAIL
- 8 HUBBA LEDGE
- 9 BOLLARD
- 10 BUMP-TO-RAIL
- 11 SPECTATOR BENCH
- 12 ACCESS PATH (BY OTHERS)
- 13 SPECTATOR BENCH (BY OTHERS)
- 14 SHADE STRUCTURE (BY OTHERS)
- 15 ENTRY AREA (BY OTHERS)





COST ESTIMATE

100% DESIGN DEVELOPMENT
 ROCHESTER SKATEPARK
 CITY OF ROCHESTER, MICHIGAN
 JULY 31, 2025



SPOHN RANCH, INC.
 P 626-330-5803
 F 626-330-5503
 W SPOHNRANCH.COM
 E INFO@SPOHNRANCH
 6824 S CENTINELA AVE.
 LOS ANGELES, CA 90230

LET'S ROLL.

SCOPE ITEM #:	SPOHN RANCH SCOPE ITEM DESCRIPTION:	ESTIMATED COST:
1. DESIGN		
1.1	DESIGN DEVELOPMENT	\$20,000.00
1.2	CONSTRUCTION DOCUMENTS	\$12,000.00
1.3	STRUCTURAL ENGINEERING	\$3,000.00
DESIGN SUB-TOTAL:		\$35,000.00
2. CONSTRUCTION – SITE PREPARATION		
2.1	MDOT 6AA (6")	\$15,000.00
2.2	MDOT CLASS II (12")	\$16,500.00
2.3	GEOGRID	\$4,500.00
2.4	GEOTEXTILE	\$3,500.00
2.5	COMPACT EXCAVATED SUBGRADE	\$4,000.00
2.6	INSTALL GEOGRID & GEOTEXTILE	\$4,000.00
2.7	INSTALL ENGINEERED FILL	\$10,500.00
SITE PREPARATION SUB-TOTAL:		\$58,000.00
3. CONSTRUCTION – SKATEPARK		
3.1	MOBILIZATION & GENERAL CONSTRUCTION REQUIREMENTS	\$50,000.00
3.2	EARTHWORK	\$45,000.00
3.3	CONCRETE ELEMENTS	\$140,000.00
3.4	CONCRETE FLATWORK	\$97,000.00
3.5	STEEL COPING, EDGE PROTECTION & GRIND RAILS	\$75,000.00
SKATEPARK SUB-TOTAL:		\$407,000.00
GRAND TOTAL:		\$500,000.00

ADD ALTERNATE #:	ADD ALTERNATE DESCRIPTION:	ESTIMATED COST:
AA 1.1	SPECTATOR BENCHES WITHIN SKATEPARK FOOTPRINT (3)	\$10,500.00
AA 1.2	INTEGRAL COLOR FOR CONCRETE ELEMENTS	\$10,000.00



SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spohn Ranch requires the following to be provided by the Client or another third party. Spohn Ranch's estimate is expressly conditioned upon the following assumptions and any variance will require a change in the estimate.

- Temporary access to potable water source within 150' of skatepark footprint, deliverable via ¾" garden hose (minimum 45 psi)
- Temporary access to power source within 150' of skatepark footprint (minimum two 20-amp circuits ((110v))
- Temporary access to dumpster within 600' of skatepark footprint
- Clearing and demolition (basketball court, basketball hoop, bench, turf, etc.)
- Remove 1.5' of non-suitable existing soils (topsoil, organic material, deleterious material, etc.)
- Site restoration including topsoil, landscaping, irrigation, maintenance period, etc.

EXCLUSIONS:

Spohn Ranch's estimate is expressly conditioned upon the following exclusions and any variance will require a change in the estimate.

- Estimate does not include construction signage
- Estimate does not include handling of environmentally hazardous materials
- Estimate does not include site amenities – access path, entry area, shade structure, facility sign, etc.
- Estimate does not include ADA or parking lot improvements
- Estimate does not include bonding
- Estimate does not include permit fees
- Estimate does not include graffiti removal
- Estimate does not include prevailing wage or union labor requirements
- Estimate does not include 3rd party testing / inspections
- Estimate does not include taxes other than payroll taxes
- Estimate does not include any work not expressly described in Spohn Ranch's scope of work

All other terms and conditions in the agreement (dated 12.17.24) govern.

I acknowledge and approve:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



City of Rochester

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

MEMORANDUM

Date: August 18, 2025

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Metro Act Permit – Ezee Fiber Texas, LLC (“Ezee Fiber”)

Copies: Alek Mizikar, Lee Ann O’Connor, Holly Meyers, Megan Frazho

Issue: Consideration of Metro Act Permit application from Ezee Fiber.

Analysis: The City has received a request from Ezee Fiber under the Metro Act to use public right-of-way to install fiberoptic facilities as further described in the materials.

By statute, the City must approve or deny access under the Metro Act within 45 days of the date that a provider submits an application for access to the public right-of-way. The MPSC can impose substantial fines for failing to do so. In essence, so long as the applicant submitted the Metro Act forms and the application is otherwise complete, municipalities must approve these in due course, unless there is a significant issue in what is being proposed.

As to the timing of consideration and approval, MCL 484.3115(3) states:

A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way. A provider's right to access and use of a public right-of-way shall not be unreasonably denied by a municipality. A municipality may require as a condition of the permit that a bond be posted by the provider, which shall not exceed the reasonable cost to ensure that the public right-of-way is returned to its original condition during and after the provider's access and use.

The Metro Act was established to streamline telecommunication providers access into municipal rights-of-way to provide those services. Early on, cities would resist such efforts, but those efforts were met with litigation and MPSC actions and municipalities did not prevail.

The outcome of those activities, however, led to a collaboration of various interested parties, including municipalities and telecommunications providers, such that if the provider presents the standard application and permit form and the requested information in the application, barring some specific reason that the City needs to deny the request, the City is required to approve it or be exposed to significant penalties.

Ezee Fiber submitted its initial application by email to the City on July 9, 2025. I briefly reviewed the application and materials, deemed them to be incomplete, and advised Ezee Fiber of said determination on July 16, 2025. Ezee Fiber revised and updated the application and other paperwork and submitted it to the City on August 4, 2025. I deemed this submittal complete. The City is therefore required to take action by September 18, 2025.

We are now bringing Ezee Fiber's application to City Council for approval of the requested Right-of-Way Telecommunications Permit. Most permits are bilateral permits, which are contracts that have a 15-year term with a right to extend for an additional 15 years. Ezee Fiber is seeking a unilateral permit, which has a term of 5 years.

I have reviewed the materials submitted by Ezee Fiber and have had some initial discussions with Ms. Dawn Trevino. These included the fact that any approval would be subject to City approval regarding specific location installations (as there are several telecommunication lines in the City's ROW) and the fact that they have essentially indicated that all streets will be utilized in this installation, which also includes roads and ROW not owed by the City. When it comes time for Ezee Fiber to actually install the lines, it is still required to come to the City administration and present its final plans for location and type of installation. Ezee Fiber understands that they will need to contact Director Schaefer to coordinate.

I believe that the application packet is complete as it contains the intended route maps, currently existing information, insurance provisions, corporate good standing evidence, etc. These materials are all in the packet for City Council to consider. In light of the foregoing, it is my recommendation that the matter be placed on the August 25, 2025 or September 8, 2025 City Council Agenda for City Council approval.

Requested Action: If City Council is satisfied with the application and form permit, the requested action would be to approve the telecommunications permit and authorize the City Clerk and City Manager to execute the permit.

Attachment: Metro Act Permit Application Form with Exhibits;
Right-of Way Telecommunications Permit; and
Certificate of Good Standing issued by the Department of Licensing and
Regulatory Affairs

**METRO Act Permit Application Form
Revised February 2, 2015**

**City of Rochester
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**[Ezee Fiber Texas, LLC]
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Rochester
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
[Ezee Fiber Texas, LLC]
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

- 1.1 Date: July 24, 2025
- 1.2 Applicant's legal name: Ezee Fiber Texas, LLC
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 713-255-7500
Fax Number: _____
Corporate website: <https://ezeefiber.com/>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Garner Duncan, SVP, Government Affairs
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 972-898-5487
Fax Number: _____
E-mail Address: Garner.Duncan@ezeefiber.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company**
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: **Ezee Fiber**

1.5 Description of Entity:

- 1.5.1 Jurisdiction of incorporation/formation;
- 1.5.2 Date of incorporation/formation;
- 1.5.3 If a subsidiary, name of ultimate parent company;
- 1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

- **Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network.**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

- **Ezee Fiber is certified by the Michigan Public Service Commission¹ to provide telecommunications services, and therefore does not need to provide financial information based on section 1.10. Please advise on what the City would accept to prove our financial ability to maintain our position in the ROW.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **N/A**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **(No)**
If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

- 1.9.1 A felony; or
- 1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes **(No)**

¹ See Exhibit A.

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

- **Ezee Fiber holds the attached certificate² from the Michigan Public Service Commission. Please see the answer to section 1.6.**

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

- **Authorization³ is attached separately.**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

- **Ezee Fiber will be installing fiber optic cable and other necessary facilities within public road rights of way, underground via conduit. Ezee Fiber will be providing fiber to the premises for all residents and business owners along the serviceable route of the project.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

- **Please refer to the attached map⁴. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 278K feet. The map provided intends to illustrate that Ezee Fiber intends to build the entire city—business, and residential areas of town. We will utilize underground construction and install new fiber in newly placed conduits.**

² See Exhibit A.

³ See Exhibit B.

⁴ See Exhibit C.

- 2.4 Please provide an anticipated or actual construction schedule.
- **Construction would start as early as October 2025 or sooner if permits are approved sooner and take approximately 6 months to complete not including work stoppage due to winter and general weather.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

- **iSquared Capital.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

- **Ezee Fiber will maintain the facilities and can be contacted through the following number: 1-833-920-5400.**
- **Ezee Fiber facilities are to be installed in new conduit in existing rights-of-way and or easements, not in existing telecommunications facilities.**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;
- **5959 Corporate Dr., Houston, Texas 77036**
- 3.2 Location of all records and engineering drawings, if not at local office;
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of the contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;
- **Seann Perry, VP, Engineering & Market Selection**
 - seann.perry@ezeefiber.com
 - **713-405-1135**
 - **5959 Corporate Dr., Houston, Texas 77036**
 - **Jerome DeCuir, Senior Director, Network Development**
 - Jerome.decuir@ezeefiber.com
 - **713-689-8335**
 - **5959 Corporate Dr., Houston, Texas 77036**
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: **Please see our attached Certificate of Insurance⁵.**
- 3.4.1 Worker's compensation;

⁵ See Exhibit D.

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

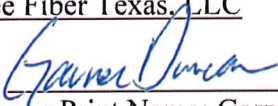
- **Construction contractor will be GAC Enterprises LLC, and Ezee Fiber will perform maintenance and operations**

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

Ezee Fiber Texas, LLC

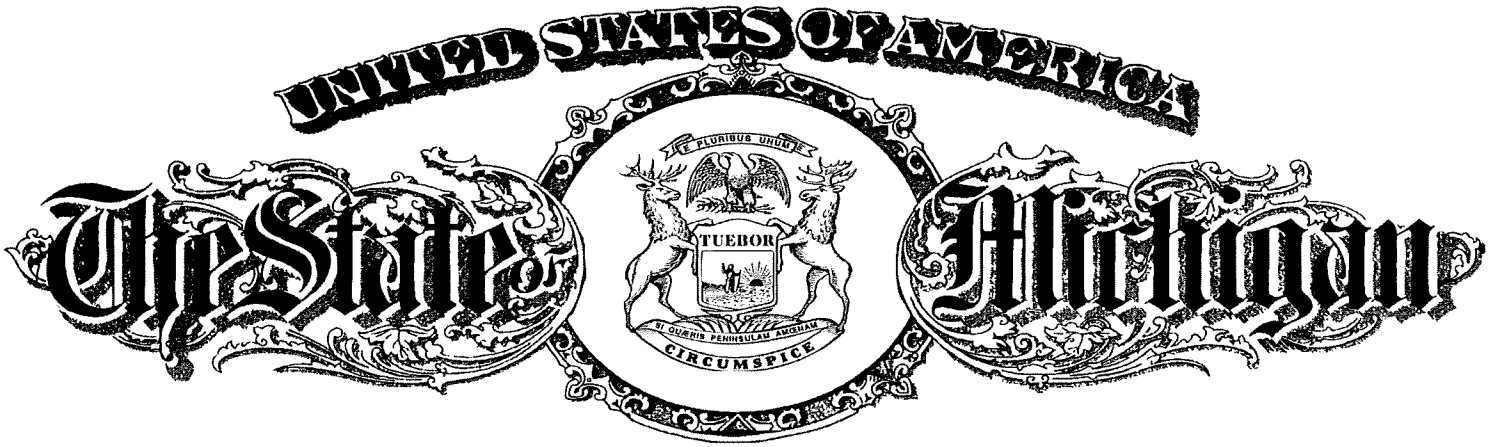
By: 
Type or Print Name: Garner Duncan

SVP, Government Affairs
Title

07/24/2025
Date

S:\metroapplicationform.doc

EXHIBIT A



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

EZEE FIBER TEXAS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on November 2, 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of May, 2025.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 25050616805

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

EXHIBIT B

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
EZEE FIBER TEXAS, LLC , for a temporary and)	
permanent license to provide basic local exchange)	Case No. U-21663
service throughout the state of Michigan.)	
_____)	

At the January 23, 2025 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Alessandra R. Carreon, Commissioner

ORDER

On June 10, 2024, Ezee Fiber Texas, LLC (Ezee Fiber) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 31, 2024, Ezee Fiber filed an amended application and exhibits. On November 21, 2024, Ezee Fiber was granted a temporary license.

At an evidentiary hearing held on December 18, 2024, Ezee Fiber presented the testimony and exhibits of Ken Bonvillian, Ezee Fiber’s Vice President of Sales and External Affairs. At the close of the hearing, the parties (Ezee Fiber and the Commission Staff) waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission

has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Ezee Fiber Texas, LLC, is granted a permanent license to provide basic local exchange service throughout the state of Michigan.

B. Ezee Fiber Texas, LLC, shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et seq.*, including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Ezee Fiber Texas, LLC, shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheacl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair



Katherine L. Peretick, Commissioner



Alessandra R. Carreon, Commissioner

By its action of January 23, 2025.



Lisa Felice, Executive Secretary

PROOF OF SERVICE

STATE OF MICHIGAN)

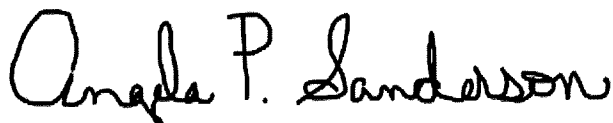
Case No. U-21663

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on January 23, 2025 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 23rd day of January 2025.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

Service List for Case: U-21663

Name	On Behalf Of	Email Address
Ezee Fiber Texas, LLC	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com
Jonathan F. Thoits	ALJs - MPSC	thoitsj@michigan.gov
Michael J. Orris	MPSC Staff	orrism@michigan.gov
Sean P. Gallagher	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com

EXHIBIT C

EXHIBIT C

The map provided intends to illustrate that Ezee Fiber intends to build the entire city—business, and residential areas of town. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 278K feet. For clarification regarding the method of delivery, we would like to confirm that we will utilize underground construction and install new fiber in newly placed conduits. There will be no aerial components associated with this project.

Ezee Fiber will send the high and low level design maps upon completion. This will be completed by our engineering and design firm after the METRO Act Application is approved and about 3-4 months prior to the preferred construction start date.

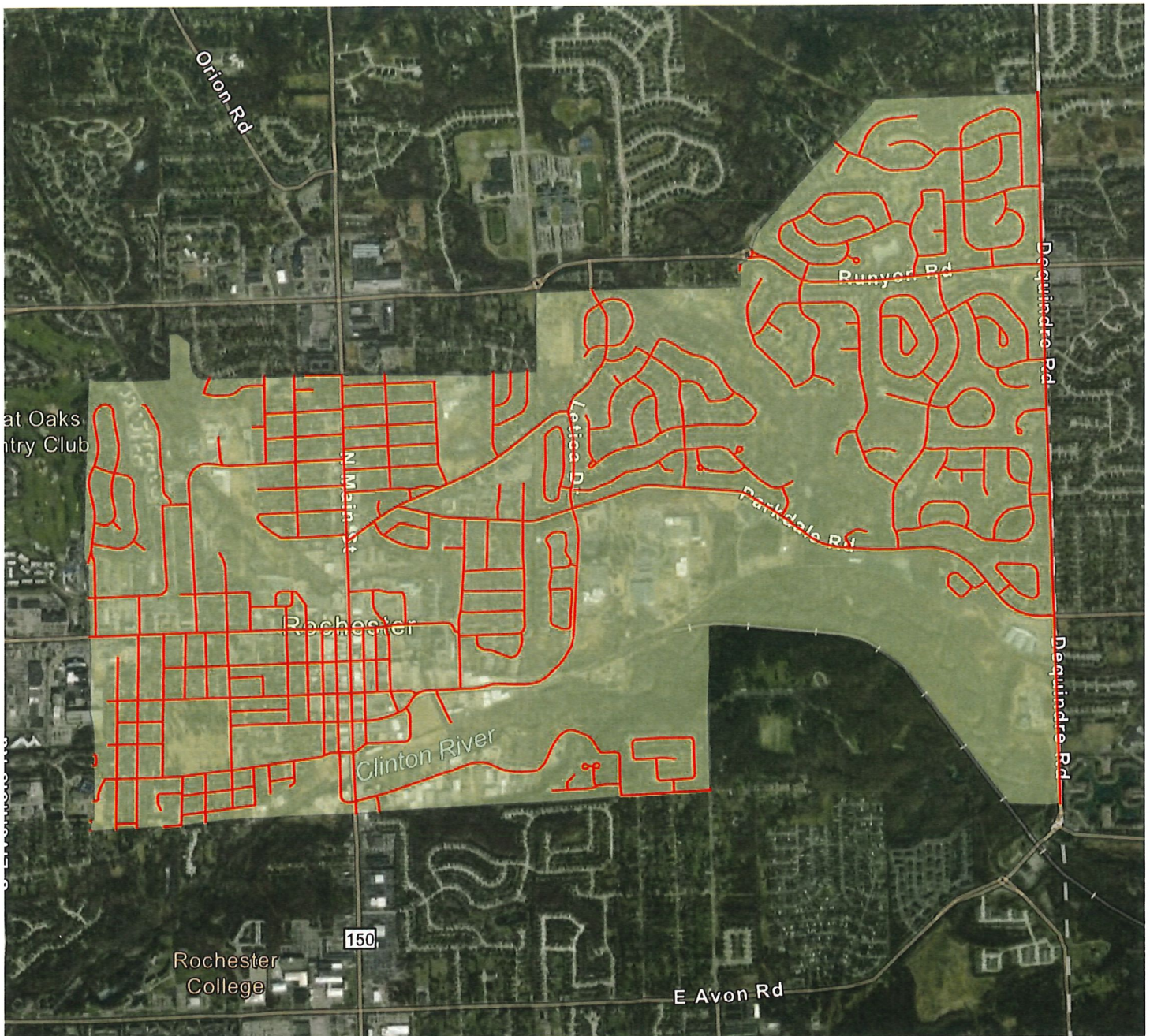


EXHIBIT D



ADDITIONAL REMARKS SCHEDULE

AGENCY Securance Corporation Agency		NAMED INSURED Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 The General Liability policy includes an endorsement providing that 30 day notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy is follow form.



Technology General Liability Extension Endorsement

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

30020001870852512180281





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020001370852512130282





TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver

Name of person or organization

- Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: All Texas Operations

- 3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: WC 7 95116037
Endorsement No: 54; Page: 1 of 1	Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 01/01/2025
			Policy Page: 195 of 202



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: EZEE FIBER TEXAS LLC</p> <p>Endorsement Effective Date: 01/01/2025</p>
--

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13	Endorsement Expiration Date:	Policy No: BUA 7095116006
Endorsement Effective Date:		Policy Effective Date: 01/01/2025
Endorsement No: 4; Page: 1 of 1		Policy Page: 93 of 556
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		



ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph **A.1. Who Is An Insured** of Section **II - LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by **"written contract"** to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to **"bodily injury"** or **"property damage"** arising out of a covered **"auto"** and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the **"written contract"**; or
 - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV - BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an **"accident"** which may result in a claim or **"suit"** under this insurance, and of any claim or **"suit"** that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or **"suit"**; and
- d. Tender the defense and indemnity of any claim or **"suit"** to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the **"written contract"** requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a **"suit"**.

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Form No: CNA71526XX (10-2012)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 7095116006
Endorsement No: 15; Page: 1 of 2	Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 01/01/2025
			Policy Page: 117 of 556



**Business Auto Policy
Policy Endorsement**

“Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement No: 15; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 118 of 556



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 7095116006
Endorsement Effective Date:		Policy Effective Date: 01/01/2025
Endorsement No: 16; Page: 1 of 1		Policy Page: 119 of 556
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 116 of 556



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Policyholder Notice; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 95116037
Policy Effective Date: 01/01/2025
Policy Page: 18 of 202



**CNA PARAMOUNT
Policy Holder Notice - Countrywide**

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30120001370852512130257



CNA75014XX (1-15)
Page 1 of 1
CONTINENTAL CASUALTY COMPANY
Insured Name: EZEE FIBER TEXAS LLC

Policy No: 7095251213
Endorsement No: 1
Effective Date: 01/01/2025

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit is issued this ___ day of _____, 2025, by the City of Rochester.

1 Definitions

- 1.1 Date of Issuance means the date set forth above.
- 1.2 METRO Act means the Metropolitan Extension Telecommunications Rights of way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.3 City means the City of Rochester, a Michigan municipal corporation.
- 1.4 Company means Ezee Fiber Texas, LLC, 5959 Corporate Dr., Suite 2000, Houston, Texas 77036.
- 1.5 Public Right-of-Way means the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent that City has the ability to grant the rights set forth in this Permit. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.6 Telecommunications Facilities or Facilities means the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

2 Grant

City issues a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

- 2.1.1 The City Engineer or his/her designee may modify Exhibit A upon written request by Company.

- 2.1.2 Any decision of the City Engineer or his/her designee on a request by Company for a modification may be appealed by Company to the City Manager, and then to City Council.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without City's prior written consent. City's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. City reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person at Company's local office is Garner Duncan, SVP, Government Affairs, 5959 Corporate Dr., Suite 2000, Houston, Texas 77036. (972) 898-5487. Garner.duncan@ezeefiber.com.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person for them is Ezee Fiber, c/o Engineering Department, 5959 Corporate Drive, Suite 2000, Houston, TX 77036.
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Ezee Fiber, c/o Engineer Department, Seann Perry, Vice President of Engineering & Market Selection, 5959 Corporate Drive, Suite 2000, Houston, TX 77036. (903) 718-0498. Seann.Perry@ezeefiber.com.

3.1.4 The address, phone number and contact person at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Ezee Fiber, c/o Construction Department, Stephen Shafer, Regional Vice President of Construction, 1555 Landmeier Road, Elk Grove Village, IL 60007. (214) 808-5793. Stephen.Shafer@ezeefiber.com.

3.1.5 Company shall at all times provide City Manager and City Engineer with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. (In the event of an emergency, call (253) 260-3600.

3.1.6 Company shall immediately notify City in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in the City, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the City, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to City, shall, upon 48 hour's notice, give City access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by City, Company shall inform City as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by City to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended to not endanger or injure persons or property in or about the Public Right-of-Way. If City reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as City may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. City will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future Companies or parties having agreements with City or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and as between other permit, agreement or franchise holders, as determined by City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by City Engineer, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, City may make the repair and Company shall pay the costs City incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles, which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and hand hole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by City. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the

Public Right-of-Way shall have the advance approval of City Manager or his/her designee.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by City. The open cut of any Public Right-of-Way shall be coordinated with the City Manager or his/her designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground, then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless City approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of City, if Company shall obtain all permits required by City in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by City.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with City's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing"). The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by City.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from City or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances.
- 4.9 Street Vacation. If City vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by City or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as City, applying

reasonable engineering standards, shall specify.

- 4.10 Relocation. If City requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as City, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time.
- 4.11 Public Emergency. City shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, City will attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by City.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless City, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature

(collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

- 5.2 Notice, Cooperation. City will notify Company promptly in writing of any such claim and the method and means proposed by City for defending or satisfying such claim. City will cooperate with Company in every reasonable way to facilitate the defense of any such claim. City will consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. City will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against City for which Company is responsible.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing it with City. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to City, by providing reasonable evidence of its financial resources to City. City's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. City shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they may not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to City. Company shall annually provide City with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by City Manager or his/her designee in advance in writing. Company shall indemnify and save harmless City from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to City, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 July 1, 2030; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Company or a successor or an assignee of Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to City at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or City giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4, 5, 6, 7, 8, 9 or 10 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless City Manager or his/her designee grants a written extension, one year from the Date of Issuance if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. City may require Company to post a bond or letter of credit as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by City in connection with the public right of way.

10 Removal

10.1.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground wire, coaxial cable, fiber optic cable, feed wire or pull wire or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground wire, coaxial cable, fiber optic cable, feed wire or pull wire or other portions of the Telecommunication Facilities, which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of City Manager or his/her designee. All removals shall be at Company's sole cost and expense. For purposes of this Section, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by City Manager or his/her designee, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by City Manager or his/her designee. Unless extended by City Manager or his/her designee, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way that are not removed within such time period shall be deemed abandoned and, at the option of City exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in City.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without City's prior approval (not to be unreasonably

withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to City of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however:

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply City with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which City reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which City reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights or the Telecommunication Facilities at any time without notifying City.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to City, to **City Clerk, 400 Sixth Street, Rochester, MI 48307**, with a copy to the **City Attorney, Law Offices of Jeffrey S. Kragt, 410 W. University Dr., Ste. 200, Rochester, MI 48307**

12.1.2 If to Company, to: Ezee Fiber Texas, LLC, **Attn: legal@ezeefiber.com, Attn: SVP, Government Affairs – Garner Duncan**, 5959 Corporate Dr., Suite 2000, Houston, Texas 77036. (972) 898-5487. Garner.duncan@ezeefiber.com

12.2 Change of Address. Company and City may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and City may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Rochester

By: _____


Nik Banda

Its: City Manager

Date: _____

Acknowledgement of Receipt: Company acknowledges receipt of this Permit granted by City.

Ezee Fiber Texas, LLC

By:  _____
Garner Duncan
SVP, Government Affairs

Date: 07/29/2025

Exhibit A

Public Right-of-Way to be used by Telecommunication Facilities

The map provided intends to illustrate that Ezee Fiber intends to build the entire city—business, and residential areas of town. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 278K feet. For clarification regarding the method of delivery, we would like to confirm that we will utilize underground construction and install new fiber in newly placed conduits. There will be no aerial components associated with this project.

Ezee Fiber will send the high and low level design maps upon completion. This will be completed by our engineering and design firm after the METRO Act Application is approved and about 3-4 months prior to the preferred construction start date.

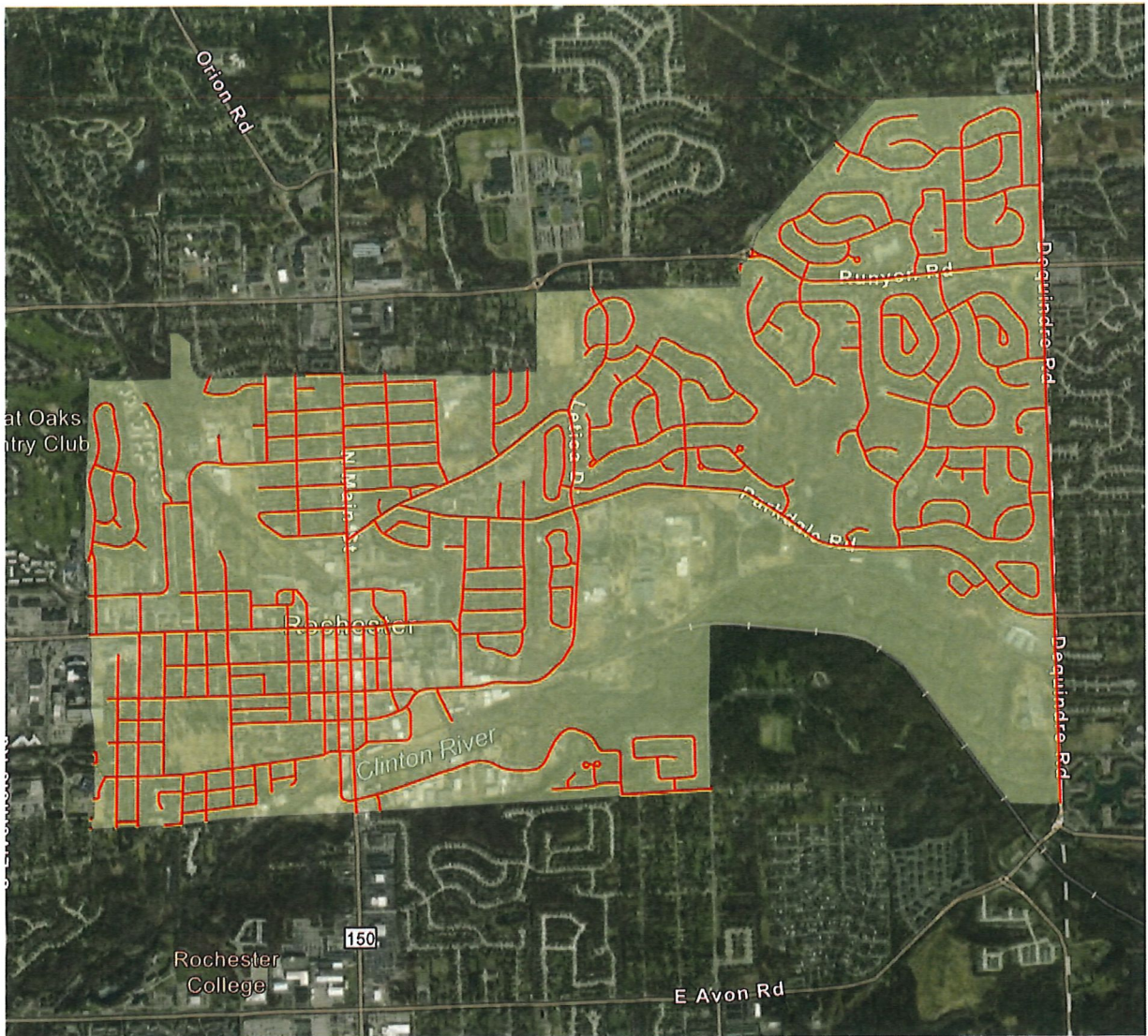


Exhibit B

Bond or Letter of Credit

N/A



City of Rochester

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

MEMORANDUM

Date: August 25, 2025
To: Mayor Nancy Salvia and Council
From: Nicholas Schafer, DPW Director
Jason Dickinson, Superintendent DPW
Subject: Request Purchase of 2026 Ford F250
Budget Impacted: GL# 661.900.000.977.000 for total cost of \$68,411.00
Lunghamer Ford \$53,075.00, Truck & Trailer \$15,336.00

Issue: Request purchase of a new 2026 Ford F250 from Lunghamer Ford and vehicle outfitting by Truck & Trailer Specialties to replace the 2013 Ford F250 that has been up for replacement for many years but was reevaluated and the DPW was able to extend its life and get additional years of service out of this truck.

Analysis: The vehicle that is being replaced is now starting to show wear from age and use due to elements driven in, normal electrical wiring age, and the high number of engine idle hours and run time while on the job using flashers, lights, etc for work details.

We have purchased trucks from Lunghamer Ford and had body and attachments installed at Truck and Trailer Specialties for the past few years. These trucks have proven to be a good and useful tool here at the City of Rochester. This truck will serve as a supervisor truck, plow vehicle, sewer and other city asset maintenance vehicle, and inspections of capital projects.

In the 2026 fiscal budget year, we have monies available for this vehicle to be replaced due to its recent evaluation. We would like to order this vehicle and can expect delivery within 90 days. When this vehicle is built, delivered, and ready for service, we will place the old vehicle up for sale and expect a return on sale of \$20,000 minimum.

Requested Action: The Department of Public Works recommends that City Council authorize and approve the purchase of this new vehicle and the sale of the vehicle being replaced.

Attachment(s): Vehicle Spec Sheets and quotes
Equipment Picture
Estimate for current vehicle repairs.
Equipment Scoresheet



July 22, 2025

City of Rochester
1141 Wilcox St,
Rochester, MI 48307

Attn- Ryan Verscheure
Price on 2025 Vehicle State of Michigan Contract# MA 240000001208 and Macomb
County Contract# 21-18 Bid:

2026 Ford F-250 Crew-Cab Long-box 4wd XL \$53,075.00 ea.

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and
60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable
efforts to schedule orders received prior to fleet order cut-off date.**

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given
if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at
the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Rich Frieling
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

July 28, 2025

City of Rochester
1141 North Wilcox, Rochester, MI 48307
Attn: Ryan Verscheure, ph: (248) 709-9124
HQ0005259

Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Chassis information: 2026 Ford F-250, Regular Cab, 8' bed, 4x4, gas engine, snow plow prep, OEM cab steps & upfitter switches

- Install BackRack with toolbox hardware kit** (mos. 15018 & 30221TB)
- Install Weather Guard Saddle Box including the following:**
 - Aluminum diamond-plate, Gloss Black
 - Full-size Standard, 11.0 cubic feet capacity, 20" wide (mo. 127-5-04)
- Install Two (2) Weather Guard Wheel Well Boxes, one on each side in-bed, including the following:**
 - Aluminum diamond-plate, Gloss Black
 - 3.4 cubic feet capacity, 46.75" long (mos. 172-5-01 & 173-5-01)
- Install Custom Lighting & Electrical including the following:**
 - Utilize chassis upfitter switches for warning lighting
 - One (1) SoundOff Pinnacle (mo. ENRLB01UAX-OFF) amber/green full-size 48" lightbar on BackRack mount
 - One (1) Maxxima LED Traffic Director 48" (mo. M20401Y & M50920) on BackRack with in-cab control box
 - Four (4) SoundOff mPower (mo. EMPS20V38-P) amber/green LED flashers flush-mounted:
 - Two (2) in chassis grille (on separate switch)
 - Two (2) rear-facing on bed between bumper and tailgate
 - SoundOff "wig-wag" circuit for front & rear STT lights

Above installed equipment pricing: \$9,392.00 ea.

Option Install New Truckside-only for Existing Western 8' Pro-Plus Steel Snow Plow including the following:

Undercarriage mount, receiver pockets, hand-held controller and wiring harness

Option add: \$3,358.00 ea.

Option Install New Western 8' Pro-Plus Steel Snow Plow including the following:

Undercarriage mount, Snow deflector, blade guides, curbguards (each end) & loose hand-held controller

Option add: \$5,944.00 ea.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Rochester

Delivery: 3-4 weeks ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,

Jon Luea/Brian Bouwman

City of Rochester Vehicle/Equipment Replacement Scorecard

Vehicle # 646 Dept. DPW

Year/ Make/ Model: 2013 Ford F-250

Age
 In Service Date: 2013
 Total Time (years): 12
 Points: 12

Mileage / Hours
 Mileage or Hours of use: 38,375 Miles
 Points: 4

Type of Service
 Description: Plow and City Inspections
 Points: 3

Reliability
 Avg WO/Month: 2
 Road Calls: 1
 Points: 3

M&R Costs
 Total Maintenance: \$15,000.00
 Annual Maintenance: \$250.00
 Replacement Cost: \$68,000.00
 % of Repl. Cost: 22%
 Points: 2

Condition
 Accidents: Yes No
 If Yes, #: 1
 Paint/Body: Ok Rust Spots
 Interior: Ok
 Drive Train: Ok
 Points: 3

Total Points: 27

EVALUATION CRITERIA

Score 1-5:
 1 Point for each year of chronological age

Score based on small truck / lg vehicle/ or machinery:
 • 1 Point for each 10,000 miles of use (sm trucks/cars), or
 • 1 Point for each 5,000 miles of use (lg vehicles), or
 • 1 Point for each 1,000 hours of operation (machinery)

Score 1, 3, or 5:
 • 1 Point if light duty (i.e., administrative use)
 • 3 Points if medium duty (i.e., front line plow truck)
 • 5 Points if severe duty (i.e., all police vehicles).

Score 1, 3, or 5:
 • 1 Point if in shop for repairs once per quarter, or less
 • 3 Points if in shop for repairs 2-3 times per quarter
 • 5 Points if in shop for repairs <2 times/month average

Score 1-5 based on total life M&R costs (not incl accident repairs)
 • 1 Point if life M&R costs =< 20% of original purchase price
 • 2 Points if life M&R costs =20-45% of original purchase price
 • 3 Points if life M&R costs =46-75% of original purchase price
 • 4 Points if life M&R costs =76-99% of original purchase price
 • 5 Points if life M&R costs =100+% of original purchase price

Score 1-5 based on overall body condition, rust interior condition, anticipated repairs.
 • 1 Point for great condition, up to
 • 5 Points for poor condition

<input type="checkbox"/>	0-17	Excellent	Do not replace	
<input type="checkbox"/>	18-22	Good	Re-evaluate next FY for future replacement	
<input checked="" type="checkbox"/>	23-27	Satisfactory	Qualified for replacement, consider replacement this FYE	
<input type="checkbox"/>	28+	Poor	Strongly consider replacement this FYE	

Notes: Body is starting to rust multiple spots. Frame has heavy rust. Radio and reverse sensors not working.
Starting to have multiple electrical issues.

Prepared by: Ryan Verscheure Date: 7/30/2025

Preliminary Estimate

Customer: CITY OF ROCHESTER

Job Number:

2013 FORD Super Duty F-250 w/Single Rear Wheels XL Supercab 158" WB 4WD 4D P/U 8-6.2L Flex Fuel Electronic Fuel Injection GREEN

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	**DOORS BEGINNING TO RUST**		1			
2	WHEELS						
3	R&I	Spare R&I wheel			m	0.2	
4	CAB						
5	Repl	LT Corner panel	BC3Z28280A59A	1	502.97 s	9.5	1.8
6		Add for Clear Coat					0.7
7	R&I	LT Roof molding				Incl.	
8	R&I	LT Running board black				0.8	
9	R&I	R&I headliner				1.7	
10	R&I	LT Upr pillar trim adobe				Incl.	
11	R&I	LT Lwr pillar trim adobe				Incl.	
12	R&I	LT Scuff plate adobe				Incl.	
13	RESTRAINT SYSTEMS						
14	R&I	LT Seat belt assy super cab adobe				0.5	
15	SEATS & TRACKS						
16	R&I	R&I rear seat back, super cab				Incl.	
17	REAR DOOR						
18	R&I	LT R&I door assy				0.9	
19	*	Blnd LT Outer panel					<u>1.0</u>
20	R&I	LT Lower w'strip				0.2	
21	R&I	LT Glass assy green tint				0.6	
22	R&I	LT Handle, outside				0.3	
23	R&I	LT Window molding adobe				0.3	
24	R&I	LT R&I trim panel				0.4	
25	BACK GLASS						
26	R&I	Back glass Ford green tint				2.1	
27	PICK UP BOX						
28	Repl	Box assy w/o flex step	BC3Z9928508C	1	3,689.17	4.6	16.8
29		Overlap Major Non-Adj. Panel					-0.2
30	*	Add for Clear Coat					3.3
31	Refn	Fuel door					0.3
32	*	Add for Clear Coat					0.1
33	R&I	Fuel door				Incl.	
34	*	R&I Fuel pocket				<u>0.7</u>	
35	Repl	Mount bolt M14x120mm-front	W714263S902	2	20.00		
36	Repl	Mount bolt M14x120mm-center	W714262S902	2	20.00		
37	Repl	Mount bolt M14x95mm	W714264S902	2	41.14		
38	Repl	Mount bolt nut	W708770S436	6	39.90		
39	R&I	R&I tailgate assy				Incl.	
40	*	Refn Tail gate w/o flex step					<u>3.0</u>
41		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: CITY OF ROCHESTER

Job Number:

2013 FORD Super Duty F-250 w/Single Rear Wheels XL Supercab 158" WB 4WD 4D P/U 8-6.2L Flex Fuel Electronic Fuel Injection GREEN

42	*		Add for Clear Coat					0.5	
43		R&I	Access cover w/o box extender						
44		R&I	Handle all black					0.5	
45		Repl	RT Upper molding adobe	BC3Z99291A40BA	1	210.08		0.6	
46		Repl	LT Upper molding adobe	BC3Z99291A41BA	1	210.08		0.6	
47		Repl	RT Decal "FX4 OFF ROAD" silver/red	CC3Z9925622AA	1	78.58		0.4	
48		Repl	LT Decal "FX4 OFF ROAD" silver/red	CC3Z9925622AA	1	78.58		0.4	
49		Repl	Tail gate mldg w/o flex step adobe	BC3Z9940602A	1	128.97		0.3	
50		R&I	Housing					0.3	
51		Repl	Nameplate "FLEX FUEL" type 2	BL3Z9942528G	1	18.58		0.1	
52		Repl	RT Stone guard	F81Z25292A22AA	1	12.15		0.1	
53		Repl	LT Stone guard	F81Z25292A22AA	1	12.15		0.1	
54		REAR LAMPS							
55		R&I	RT Tail lamp assy					Incl.	
56		R&I	LT Tail lamp assy					Incl.	
57		REAR BUMPER							
58		R&I	R&I bumper assy					1.1	
59		MISCELLANEOUS OPERATIONS							
60	#	R&I	Back Rack					2.0	
61	#	R&I	Remove A/M Wiring					2.0 M	
62	#	R&I	Bedliner					1.0	
63	#	Rpr	Disable SRS					0.5 M	
64	**	Repl	A/M Urethane Kit		1	22.00			
65	**		Opt OEM Panel bonding adhesive		1	82.73			
66	**		Opt OEM Heavy bodied seam sealer		1	60.19			
67	**	Repl	A/M One Time Use Clips & Fasteners		1	15.00			
68	**	Repl	A/M Car cover		1	5.00	T	0.3	
69	#	Subl	Hazardous waste		1	5.00	X		
70	#		Pre Scan (Astech)		1	65.00	X	0.5 M	
71	#		Post Scan (Astech)		1	134.95	X	0.5 M	
SUBTOTALS						5,452.22		34.1	26.9

Preliminary Estimate

Customer: CITY OF ROCHESTER

Job Number:

2013 FORD Super Duty F-250 w/Single Rear Wheels XL Supercab 158" WB 4WD 4D P/U 8-6.2L Flex Fuel Electronic Fuel Injection GREEN

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					5,242.27
Body Labor	30.6 hrs	@	\$ 66.00 /hr		2,019.60
Paint Labor	26.9 hrs	@	\$ 66.00 /hr		1,775.40
Mechanical Labor	3.5 hrs	@	\$ 189.00 /hr		661.50
Paint Supplies	26.9 hrs	@	\$ 45.00 /hr		1,210.50
Miscellaneous					209.95
Subtotal					11,119.22
Sales Tax	\$ 6,457.77	@	6.0000 %		387.47
Grand Total					11,506.69

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES THAT APPLY TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER, DISTRIBUTOR, OR INSURER OF THESE PARTS.

Preliminary Estimate

Customer: CITY OF ROCHESTER

Job Number:

2013 FORD Super Duty F-250 w/Single Rear Wheels XL Supercab 158" WB 4WD 4D P/U 8-6.2L Flex Fuel Electronic Fuel Injection GREEN

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2ME11, CCC Data Date 08/01/2025, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

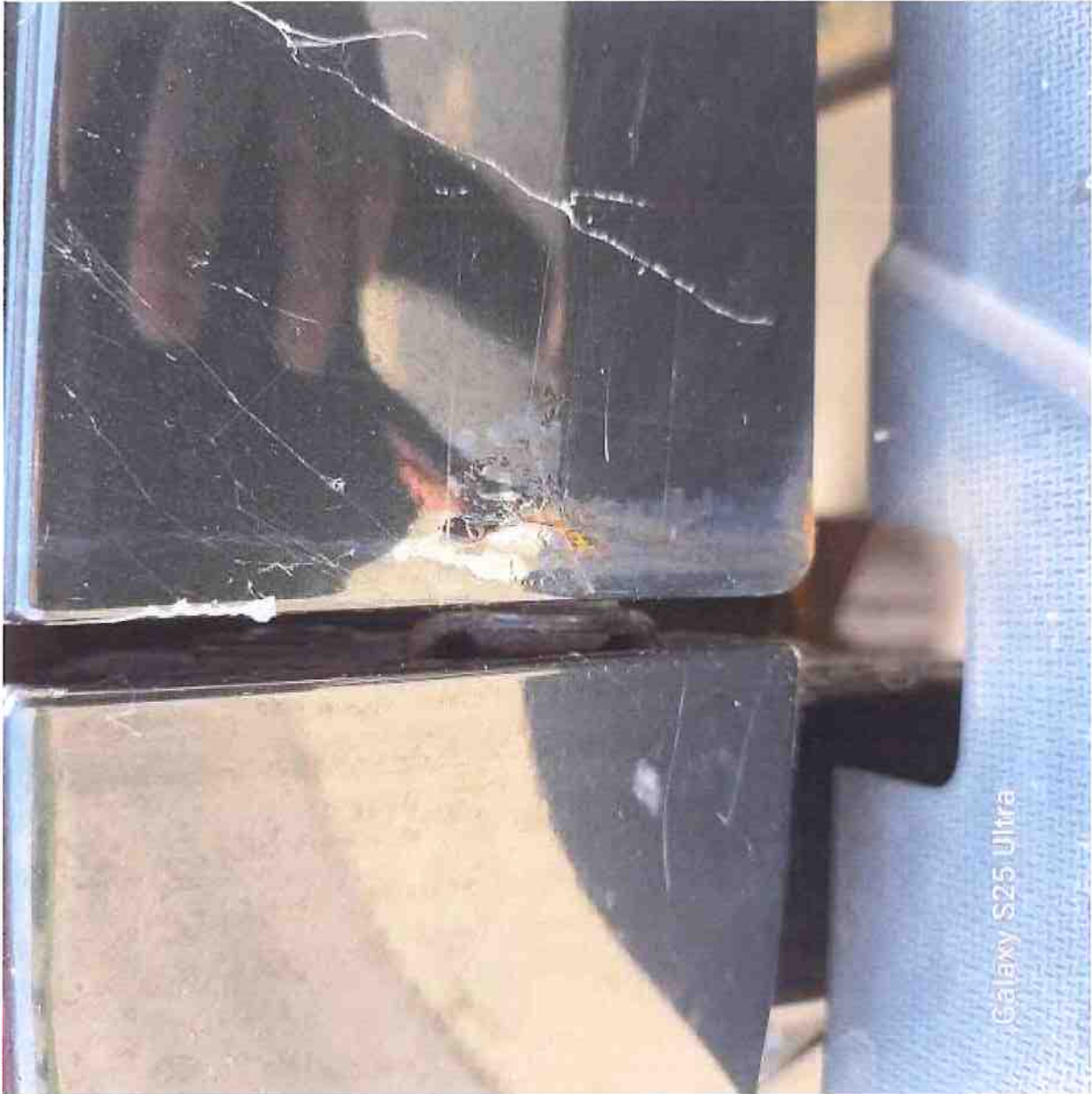
CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.













SERRA COLLISION

Workfile ID: 1841c398
State ID: 841763540

440 E. 2ND ST., ROCHESTER, MI 48307
Phone: (248) 651-0772
FAX: (248) 652-2808

Preliminary Estimate

Customer: CITY OF ROCHESTER

Job Number:

Written By: Victoria Wiley

Insured: CITY OF ROCHESTER
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF ROCHESTER
1141 N WILCOX
ROCHESTER, MI 48307
(248) 379-8806 Cell

Inspection Location:
SERRA COLLISION
440 E. 2ND ST.
ROCHESTER, MI 48307
Repair Facility
(248) 651-0772 Business

Insurance Company:
N/A

VEHICLE

2013 FORD Super Duty F-250 w/Single Rear Wheels XL Supercab 158" WB 4WD 4D P/U 8-6.2L Flex Fuel Electronic Fuel Injection GREEN

VIN: 1FT7X2B65DEA05100	Interior Color:	Mileage In: 38,449	Vehicle Out:
License: 052846	Exterior Color: GREEN	Mileage Out:	
State: MI	Production Date: 10/2012	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors
Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package

Get live updates at www.carwise.com/e/59kHNT

Rochester Homecoming Committee Meeting Agenda

Date: Wednesday, August 13, 2025

Time: 1:00 pm

Location: Rochester City Hall, Council Chambers

1. Homecoming Concept

- Overview of America250 theme & Heritage Days connection and purpose of the new event
 - Vision for Rochester's Homecoming celebration
 - Goals for community engagement
-

2. Event Elements

Heritage Zone Events

- Historical reenactments
- Local history exhibits
- Vintage car/truck displays
- Old fashioned baseball game
- Living history demonstrations (blacksmithing, quilting, etc.)

Festival Contests, Games & Shows

- Hot Dog Eating Contest at Bandshell
- Watermelon Seed Spitting
- Best Pie Contest & Pie by the Slice Sale
- Musical Entertainment at Bandshell
- Concert in the Evening / Drone Show ??

Kids' Zone

- Bike Parade at Memorial Grove All Abilities Park
 - Fishing Derby at Municipal Pond
 - Color Run
 - Old-fashioned games (sack races, tug-of-war)
 - Arts & crafts stations
 - Storytime with historical themes
 - Petting Zoo ?
 - Hands-on pioneer activities
-

Possible Community Partners

- Van Hoosen Museum involvement
 - Rochester Library
 - Paint Creek Center for the Arts
 - RARA
 - Dino Hill
 - Rochester Pollinators / CBC
 - Local schools and student groups
 - Oakland County Parks and Recreation
 - Service organizations (Rotary, Kiwanis, Scouts)
 - Veterans' groups and military honor guards
 - Community House
 - Local businesses and restaurants
-

3. Timeline

Planning milestones and deadlines, Logistics scheduling, Promotion launch dates, Event execution schedule (day-of timeline)

4. Budget / Funding

- Estimated total budget
 - Funding sources (grants, city funds, donations)
 - Expense categories (entertainment, rentals, marketing, etc.)
-

5. Sponsorship Packages

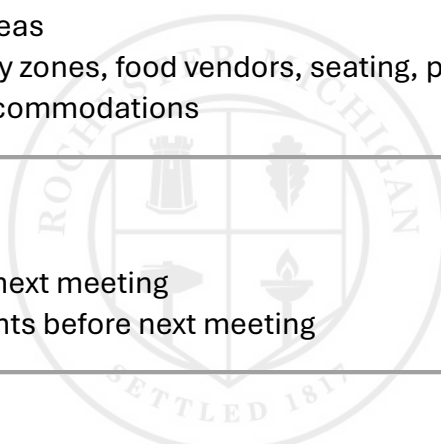
- Individual Activity Sponsorship, Donation
 - Benefits for sponsors (signage, program ads, social media promotion)
 - Outreach plan for potential sponsors
-

6. Map of Park

- Proposed layout of event areas
 - Heritage zones, Kids' activity zones, food vendors, seating, parking, and restrooms
 - Accessibility routes and accommodations
-

7. Next Meeting

- Date, time, and location of next meeting
 - Action items and assignments before next meeting
-





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

Paint Creek Trailways Commission Regular Meeting

Tuesday, August 19, 2025 @ 7:00PM
Rochester City Hall, 400 Sixth Street, Rochester, MI 48307

Meeting Agenda

- Call to Order
- Pledge of Allegiance
- Approval of Agenda
 - Public Comment
- Approval of Meeting Minutes
 - June (revised) and July
- Treasurer's Report
 - Approval of invoices
 - Bike Patroller Repairs
 - PCTC Member Contributions
 - PCTC Audit
- PCT License Agreements
- PCT Encroachments
- PCT Website Redesign (IDMI)
- Bridge 31.7
- Oakland Township Parks & Recreation

- Moutrie Pollinator Garden
- Wag n Wash Pet Waste Station Signage
- Labor Day Bridge Walk
- US Department of Interior – Fish and Wildlife Service
- Trail Manager Update
- Commissioner Reports
- Adjournment of Regular Meeting



Regular Board Meeting Agenda

**Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Matthew McDaniel, Theresa Mungoli, Steven Siedlarz**

500 E. Second Street

August 20, 2025

5:00 PM

1. Call to Order
2. Roll Call
3. Reading and consideration of the minutes:
 - a. [July 16, 2025 Regular Board Meeting Minutes](#)
4. Approval of Agenda
5. Public comment – reserved time (for items listed on this agenda)
6. Communications
 - a. Secretary of the Board
 - b. Members of the Board
7. Financial Reports
 - a. List of Bills – July 2025
 - i. Request for approval of the May bills in the amount of: [\\$111,311.70](#)
 - b. Review of the monthly budget reports
 - i. [Revenue Vs Budget](#)
 - ii. [Expense Vs Budget](#)
 - iii. [Trial Balance Report](#)
8. Unfinished Business
 - a.
9. New Business
 - a.
10. Administrative Reports
 - a. Executive Recreation Director's Report
 - i. [Report](#)
 - b. Assistant Recreation Director's Report
 - i. [Report](#)
 - c. Communications Officer Report
 - i. [Report](#)



Regular Board Meeting Agenda

**Chairman: John Muenk, Vice Chair: Emily Schoeller, Secretary: David Berletich
Board Members: Sara King, Matthew McDaniel, Theresa Mungoli, Steven Siedlarz**

500 E. Second Street

August 20, 2025

5:00 PM

- d. Sports Report
 - i. [Report](#)
 - e. Camps Report
 - i. [Report](#)
 - f. Events Report
 - i. [Report](#)
 - g. Activities Report
 - i. [Report](#)
 - h. Adaptive Report
 - i. [Report](#)
 - i. Rec Center & Facility Reservations Report
 - i. [Report](#)
11. Miscellaneous
12. Public Comments – General
13. Adjournment

Sub-Committees:

Human Resources Committee – Matthew McDaniel, Theresa Mungoli, Emily Schoeller
Budget Committee – David Berletich, Steven Siedlarz, Sara King
Policy and Procedures Committee – John Muenk, Matthew McDaniel, Sara King
Strategic Planning Committee – Theresa Mungoli, David Berletich, John Muenk



City of Rochester

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

CITY BEAUTIFUL COMMISSION REGULAR MEETING AGENDA

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

400 6th Street	August 13th, 2025	7:00 pm
-----------------------	--------------------------	----------------

- 1) Call to Order
- 2) Roll
- 3) Approval of July meeting minutes
- 4) Nik & DPW update
- 5) 2025/2026 Goals & Objectives
 - a) Project updates/ideas:
 - i) Nature Sounds Amplifier update
 - ii) Raised Bed Sensory Gardens and Picnic Shelters at All-Abilities Park
 - iii) Rain Garden by path to Paint Creek Trail in Park
 - iv) New Resident Postcards and website updates
 - v) Signage for existing and future CBC projects
 - vi) Ideas for adopt-a-pocket gardens along Scott Street Park trail for fall or spring
- 6) Birding Trail Idea, MichiganAudubon.org
- 7) American In Bloom Program
- 8) Garden Clean-up and transplanting
- 9) Misc / New Business



City of Rochester

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

RETIREMENT BOARD REGULAR MEETING AGENDA

Mayor: Nancy Salvia
Council Member: Christian Hauser
City Manager: Nik Banda
DPW Member: Colin Pettit
General Member: Sherry Kush
Citizen Member: David Berletich
Police Member: Merlin Taylor
Retiree Member: Holly Meyers

400 Sixth Street, Conference Room	August 20th, 2025	8:30 AM
--	-------------------------------------	----------------

1. Call to Order.
2. Roll Call.
3. Approval of Minutes of the May 28th, 2025 Meeting.
4. Presentation from Morgan Stanley.
5. MERS Actuarial Report for December 31, 2024.
5. Adjourn until next scheduled meeting, November 12th, 2025, 830 AM.

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.