City of Rochester

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

CITY COUNCIL

REGULAR MEETING AGENDA

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

400 Sixth Street	**August 10, 2026**	**7:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Scheduled/Non-Scheduled/Presentations
   - A. Introduction of David Bisby, the City's Code Enforcement Officer.
   - B. Library update.
   - C. Presentation by Signal Zero, LLC Film Company seeking to film the City of Rochester's parking system for a Television Show.
5. Approval of the Consent Agenda
   - A. Consideration of the minutes of the Regular Meeting of July 27, 2026.
   - B. Receipt of the Check Registers.
6. Old Business/Tabled Items
7. Public Hearings
8. Legislative Deliberation
   - A. Consideration to approve the Elizabeth Park Resolution and also approve the grant agreement and the appropriate matching funds in the amount of $125,000.

ROCHESTER
Where you live.

B. Consideration of Social District Ordinance - Second Reading and Adoption, and MLCC Resolution Regarding Social District.

C. Consideration to approve a Traffic Control Order converting the intersection of Griggs Street and Pine Street to a four-way stop.

9. Reports and Regular Business

A. Consideration of a service contract with My Green Michigan.

B. Consideration to approve adjustments to the water and sewer rates.

C. Consideration to approve Peerless Midwest Inc to rebuild Well Pumb #2 in the amount of $59,987.00.

10. Receive a Report from the Various Boards and Commissions

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

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

C. Receipt of a report from the Planning Commission meeting.

D. Receipt of a report from the Sustainability Committee.

E. Receipt of a report from the Budget and Finance Committee.

F. Receipt of a report from the Health and Wellness Committee.

11. Public Comment

12. General Miscellaneous

13. Adjourn

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

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Procedure for Hybrid Public Meeting

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

- Live stream audio and video content on two (2) separate streaming platforms available at the City's YouTube and at the City's website at www.rochestermi.org/201/City-Webcasts. (Click the "Live" links to go there.)

- The City remains committed to accessibility; however, due to the limitations of technology, City staff encourages residents to send an email with your comments to rsvp@rochestermi.org prior to the meeting, but not later than Noon on the day of the meeting, so that your comments can be read into the record. This will decrease the demand on our virtual meeting infrastructure. (After Noon on the day of the meeting, email comments to: mfrazho@rochestermi.org.)

- For those who prefer to use a telephone to participate, you will need to call (646) 558-8656 and enter meeting **ID: 814 2320 8958.** When prompted, enter a participant number or just touch the # key. During the call, use *9 to raise hand and you will be "called on" by the last 4-digits of your phone number. (For example, my last digits are 8029. Callers will be asked to speak by referencing the last 4-digits of their phone number.) Note: Phone participants will have their numbers masked, for privacy.

- To provide additional opportunity to participate, members of the public are welcome to join the meeting by copying and pasting the following link in their browser: https://us02web.zoom.us/j/81423208958 (Downloading Zoom is required.)

- We appreciate your understanding as staff will do our best to assist everyone; but, **please be advised for virtual meetings there is a three (3) minute limit for public comments**.

For assistance, or questions accessing and/or making public comment during the meeting, or other support, please reach out to our Deputy City Clerk Megan Frazho by email: **mfrazho@rochestermi.org.**

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YOUR CITY!

A Television Partnership Opportunity

Bringing Your Parking Story to a National Audience!

CONFIDENTIAL — FOR INTERNAL REVIEW

Executive Summary

A national television network is actively seeking to produce a parking enforcement series — and Your City has been identified as an ideal partner.

Unlike the controversial original Parking Wars, this project is built on three core commitments:

- Full agency editorial review before any footage goes to the network
- Character-driven, community-focused storytelling — not sensationalism
- Compensation structured to support Your Cities charitable or community initiatives

This presentation outlines the concept, safeguards, compensation model, and the steps required for approval.

The Plan for the TV Season – The CW Network

6–10	$5K–$20K	TV + Social
Episodes Planned	**Per Episode Fee**	**Distribution**
Proposed first season scope	*Location + insignia structure*	*Broadcast TV + social media*

Compensation can be structured toward Your Cities charitable/community efforts, not direct parking revenue.

This is NOT “Parking Wars”

Original Parking Wars (A&E)

- Dramatic confrontations edited for conflict
- No city/agency review before broadcast
- Out-of-context social media clips
- Public backlash and reputation damage
- No compensation to parking operation
- City/agency portrayed as adversarial

This Project

- Character-driven storytelling with full context
- City reviews rough cuts before network submission
- Participation in production meetings
- Pre-approved social media edits only
- Highlights community engagement and service
- Structured per-episode fee for civic initiatives
- Parking portrayed as essential civic partner
- Respected parking professional on team as executive producer to support goals

About the Production Team

Law Enforcement & Parking Background

One of the Executive Producers is a retired police officer, bringing firsthand credibility to public safety storytelling and an understanding of how agencies operate under scrutiny. Another Executive Producer is a 45-Year Parking Professional who leads an agency and understands all aspects of a parking operations.

Proven Track Record

Credits include Police 24-7, On Patrol Live, and a forthcoming investigative law enforcement series, all produced in partnership with agencies, not against them. Past productions have **enhanced** community trust when the public is able to see the complete story!

Agency-First Process

Every production includes a formal MOU, pre-review of rough cuts, a First Amendment attorney on retainer, and compliance with local audio/video recording laws.

Active Network Interest

The network has already expressed interest in a parking-themed series, offering a faster development timeline than a traditional unsolicited pitch.

What the Show Timeline Looks Like

Season Structure 6–10 episodes covering a full operational week — enforcement, office staff, customer service, and internal dynamics.

Filming Window 8–12 weeks ride-along period, focused on high-activity windows including late Friday/Saturday nights, holidays, and special events.

Unique Elements Does Your City include: 24/7 three-shift operations, booting, towing, community outreach events, and school programs?

Complete Story Arcs Every episode follows incidents from citation issuance through customer service resolution, showing the human side of enforcement.

Community Champions Former City critics who became supporters through ride-alongs will be featured, shifting the narrative from adversarial to relational.

Protecting Interests

Editorial Review

Authority/city reviews all rough cuts before network submission; right to flag concerns before broadcast.

MOU / Access Agreement

Formal memorandum of understanding executed before any filming begins.

Law Compliance

Two-party audio consent, video retention requirements, and wiretapping law compliance.

Footage Ownership & Access

Network owns footage; Authority/city retains access for evidentiary or public safety purposes.

Juvenile & Privacy Protection

All minors and non-consenting individuals blurred; First Amendment attorney on retainer.

Social Media Control

Vertical/social format edits require Authority pre-approval before any distribution.

Compensation Structure

Per-Episode Fee

$5,000

to

$20,000

per episode

Final amount determined after board approval and execution of access agreement

Fee Structure

Split between a location fee and an insignia fee, a standard framework used across law enforcement and public agency/city production partnerships.

Recommended Use of Funds

Directing compensation to community programs, not operations, preserves public trust:

- Charitable initiatives or community outreach funds
- City engagement or neighborhood improvement programs

Key Questions

Q: Will city control how it's portrayed? Yes, through rough-cut review rights, the formal MOU, and pre-approval of all social media clips before release.

Q: What's the legal exposure? Mitigated by state wiretapping/audio consent compliance, juvenile blurring protocols, First Amendment attorney on retainer, and footage access provisions.

Q: How is this different from Parking Wars? Explicit editorial partnership model; agency/city reviews content; community engagement is central to the show's narrative, not an afterthought.

Q: What happens to the compensation? The city can direct fees entirely to charitable or civic initiatives — keeping the mission and public image front-and-center.

The Opportunity

Tell Your Cities Parking Story - On Your Terms!

A national platform. Community-first storytelling. Full editorial protection.

Confidential

CITY COUNCIL
CITY OF ROCHESTER
400 SIXTH STREET, ROCHESTER MICHIGAN

REGULAR MEETING
July 27, 2026
7:00 P.M.

1. CALL TO ORDER

Mayor Jones at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None.

3. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

4. PUBLIC COMMENT SCHEDULED/NON-SCHEDULED/PRESENTATIONS

4A. Report and Presentation regarding the 2026 Heritage Festival. DDA Director Trevarrow and Deputy Finance Director Moriwaki give a review of the recent Heritage Festival and what they expect for the future of the event. Don Sienkiewicz and Brian Dunphy of the Historical Commission also speak to the future of the festival.

4B. Report for the budget of the OPC. Executive Director Renee Cortright gives a review of the OPC and their budget highlights.

MOTION: Bikson moved to receive the budget from the OPC, Salvia seconded,
To receive the budget of the OPC.
VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.
NO: None.
ABSENT: None.
Motion Carried.

One resident makes a comment on curbside tree trimming pickup.

5. CONSENT AGENDA

5A. Regular meeting minutes for July 13th and special meeting minutes for July 16th, 2026.

MOTION: Bikson moved to approve the consent agenda, Trent seconded,
To approve the regular meeting minutes for July 13th and special meeting minutes for July 16th, 2026.
VOTE: YES: Jones, Bikson, Clauser, Hauser, King, Salvia and Trent.
NO: None.
ABSENT: None.
Motion Carried.

5B. Accept receipt of the Check Register report for July 9th through July 20th

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

6. OLD BUSINESS/ TABLED ITEMS.
NONE.

7. PUBLIC HEARINGS
NONE.

8. LEGISLATIVE DELIBERATIONS
NONE.

9. REPORTS AND REGULAR BUSINESS

9A. Consideration of a request to establish a downtown social district.

DDA Director Trevarrow discusses the process and the proposed boundaries and which business the creation of a social district would include. There has been planning on signage for how to inform the public, how to inform officers on enforcement in the form of special designated wristbands to help identify those who have been verified.

Chief Rouhib gives his opinion on the district and some considerations to be discussed such as how many drinks can a business sell to one individual

Council weighs in on the boundaries and what businesses, if any, would like to participate but are not within the current proposed boundaries. There is also discussion on possibly setting further parameters such as how many drinks a business can sell to an individual, is the City allowed to revoke or pause the social district for special events, how do special events play into the social district, can businesses allow drinks in their establishment, and what will signage look like.

Council asks Chief what patrol and enforcement will look like. Chief replies that they will assess and review their current patrol and may rotate bicycle officers and foot patrol and change where needed.

Attorney Kragt gives council on the process of adoption and what steps would be taken if the City Council would like to move forward on this.

MOTION: King moved, Trent seconded,

To move for first reading and introduction of the consideration to establish a downtown social district.

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

9B. Consideration of the Rochester Community House renovation project – contract award and related approvals.

Project Manager Warner outlines the scope of the project, this being the bid without the inclusion of the basement. He discusses the overall budget consisting of $3,624,001.00 for regular construction expenses. There is an additional $264,736 for insurance, contingency and other, and there is an additional $300,000 proposed that could be added on for the kitchen renovation but that won't be included unless specified by the Council at this moment. Much of the cost of the project is being covered by grants, in particular from the Michigan Senate. Between the 2 main grants for $3.4 million, there leaves a difference of $511,579.48 to make up for the rest of the project total. The ask to Council is to award the contract to Frank Rewold & Sons and to authorize the spending of $511,579.48.

Council asks where the funding would come from, Finance Director Moggio is present to answer funding questions.

Sean Rewold and Nick from Rewold & Sons is also present to answer project scope questions and what the bids of the contractors they will be using looked like.

MOTION: Hauser moved, Salvia seconded,
To award the Community House project to Rewold & Sons and authorize the spending of $511,579.48 for this project.

Council also asks about the kitchen renovation and if they may want to revisit that part of the Community House in the future. Council also thanks Senator Webber and Representative Tisdel.

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

Senator Webber gives his and Representative Tisdel's regards to the City and is happy the project is advancing.

9C. Consideration to approve the Elections Emergency Preparedness Plan.

City Clerk D'Annunzio discusses his proposal to have the Council adopt an emergency preparedness plan to establish a backup plan in the event a polling location becomes unusable.

Council asks if the County was briefed on the plan. Clerk D'Annunzio said this was a City plan.

MOTION: Salvia moved, Clauser seconded,
To adopt the Elections Emergency Preparedness Plan.

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

9D. Consideration of budget amendments and receipt of the quarterly financial report.

Finance Director Moggio brings forward the final quarterly financial report for FYE 26. He feels the City has hit its target and there will be no further amendments since the fiscal year has passed. He gives the budget highlights and projects that have been completed and in progress.

Council asks questions on the various funds and what goals each fund will be seeking. There are also questions about the employee health costs. There is also a highlight of the key performance indicators for each fund and broken down by project. Finance will continue hosting budget workshops to hear feedback and future goals of the City.

There is public comment regarding condemning dead trees and notifying the City of a dead tree near the water tower.

MOTION: Salvia moved, Trent seconded,
To approve budget amendments as presented and the fiscal year end as presented by Finance Director Moggio.

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

9E. Consideration to retire the municipal vehicle loans with general fund surplus.

Finance Director Moggio presents the opportunity to close out the municipal vehicle loans of three vehicles and execute the payoff of $419,897.89.

Council asks what vehicles this would be covering and how much money the City would be saving in taking this action.

Finance Director Moggio answers roughly $8,000 a year for the lifetime of the payments.

MOTION: King moved, Trent seconded,

To authorize Finance Director Moggio to pay off the three vehicle agreements in the amount of $419,897.89, and not to exceed $421,000 in case of the per diem comes into action, using General Fund surpluses.

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

9F. Consideration of the performance evaluation of the Finance Director.

City Manager Banda gives his evaluation of Finance Director Moggio and talks about what an asset Director Moggio is to the City, not only in finance, but also in the City's utilization of technology in our services and specifically the use of AI by our departments led by Moggio. Another positive is his bringing on the Project Manager position to be more proactive on City projects.

Council thanks Director Moggio for his educating the Council on the City's finances and how we operate. They thank him for his long time service to the City.

MOTION: Bikson moved, Salvia seconded,
To accept the performance review and give Finance Director Moggio a 3% increase.

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

10. BOARDS AND COMMISSIONS REPORTS.

10A. Report from the Sustainable Rochester Committee
Trent discusses the July 13th meeting and their addition of two community members on what other communities do regarding sustainability. There was also discussion on communication plans and what the rollout would look like and how to educate the public on sustainable practices.

10B. Report from the Rochester Area Recreational Authority
King discusses the funding highlights and additions for RARA and what may be done regarding parking lot repairs. Fund balance is at 20%. Registrations for programs have been great so far this year. Upcoming events include movies in the park, bikes and beats, and parent's night out.

10C. Report from the Finance and Budget Committee
Trent reports that the next department of focus was the Fire Department. They were highlighting the different programs regarding EMS as well as an update regarding the new ladder truck purchase and how it is on track for arriving in October. There was also discussion on fees the City charges. Budget workshop dates for next year have been established and it is asked all Council members keep these dates in mind.

10D. Report from the Parking Advisory Committee
Bikson discusses Lot 5 and those plans for collecting payment. There are new ideas that will be brought forward to possibly replace meters. Gate lighting for the parking decks were also discussed. There may be changes to how the East deck operates as well.

10F. Report from the Asset Committee
Salvia mentions that water rates were the main point of discussion for the last meeting. There was also discussion on upcoming road projects.

10G. Report from the Paint Creek Trailways Commission
Trent highlights public engagement sessions for what can be improved on the trailway. There is also an easement hearing along the trailway in Orion Township which was given conditional approval for a new development. Bridge construction is also upcoming along the trailway in the fall.

10H. Report from the Historical Commission
Jones says focus was on the end of year budget, on Founders Day, and focus of that celebration will be on the underground railroad.

10I. Report from the Wellness Committee
Clauser talks about how the committee has kicked off and how they talked about goals and what success will look like to them.

11. PUBLIC COMMENT
NONE.

12. GENERAL MISCELLANEOUS.

City Clerk D'Annunzio reminds the City about early voting and the upcoming election.

City Manager Banda thanks the Clerk's Office for keeping the election running smoothly. He also thanks staff for handling of the smoke and talks about a meeting with the new Priority CEO.

Bikson commends the DDA for keeping the public health in mind when cancelling the dancing in the streets for the smoke, and says the Rochester tennis open was a great success.

Trent informs the City that Rochester was one of four communities to be a finalist for the community excellence award for our work on the microforest.

Salvia commends the Community House project for getting across the finish line and is excited to see construction begin.

Clauser thanks everyone for their work on the sidewalk sales, dancing in the streets and everything else DDA has accomplished.

Jones thanks the DDA for their events as well. The microforest is also thriving. Mayor Jones also reminds about meeting with the Mayor at the OPC. Jones also thanks the Rochester tennis open and the Rochester Tennis Coach. She also would like to encourage everyone to get out and vote.

13. ADJOURN

Mayor Jones adjourned the meeting at 9:44 p.m.

_____ _____

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

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 07/22/2026 - 07/27/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
07/23/2026	1501(E)	00439	MERS	97,016.29
07/23/2026	143732	MISC	423 MAIN BAR & GRILL	1,600.00
07/23/2026	143733	10749	ALLIED INCORPORATED	658.15
07/23/2026	143734	07580	ALPHA PSYCHOLOGICAL SERVICES	810.00
07/23/2026	143735	00613	AMERICAN SPEEDY PRINTING	126.00
07/23/2026	143736	MISC	ANN MARIE KUNTZMAN	500.00
07/23/2026	143737	10472	APPLIED CAPITAL	2,451.60
07/23/2026	143738	09267	APPLIED INNOVATION	140.15
07/23/2026	143739	10659	ARAMARK REFRESHMENT SERVICES,	724.30
07/23/2026	143740	10393	AUGER KLEIN ALLER ARCHITECTS	2,500.00
07/23/2026	143741	08666	BETTER PAINTING	11,652.00
07/23/2026	143742	09953	BIO-CARE INCORPORATED	14,598.78
07/23/2026	143743	10519	BLOOMINGDALE CONTRACTING CO.	2,025.00
07/23/2026	143744	09559	BOLOGNA VIA CUCINA	350.00
07/23/2026	143745	10800	CAMELIA KRENEK	163.10
07/23/2026	143746	10845	CEC CONTROLS CO, INC	5,961.25
07/23/2026	143747	02324	CERTASITE, LLC	2,246.89
07/23/2026	143748	01317	CHARTER TOWNSHIP OF SHELBY	93,662.65
07/23/2026	143749	00544	CITY OF ROCHESTER-661	16,548.38
07/23/2026	143750	10728	CIVICSMART PARKING TECH, INC	7,667.00
07/23/2026	143751	09347	CTS COMPANIES INC	2,549.60
07/23/2026	143752	00010	DALE AHERN	1,155.20
07/23/2026	143753	09899	DAVID CUSTER	495.18
07/23/2026	143754	10473	DAVIS KIRKSEY ASSOCIATES INC	3,000.00
07/23/2026	143755	08026	DESSERT OASIS LLC	175.00
07/23/2026	143756	00100	DORNBOS SIGN AND SAFETY INC.	1,627.33
07/23/2026	143757	10752	DOWNTOWN TAROT COMPANY	50.00
07/23/2026	143758	10645	ELEMENT 22 COMMERCIAL GROUP	4,159.11
07/23/2026	143759	10722	EVERON	84.63
07/23/2026	143760	09055	G2 CONSULTING GROUP LLC	6,393.00
07/23/2026	143761	10729	GLOBAL SOLUTIONS GROUP, INC	12,088.63
07/23/2026	143762	10273	GREAT LAKES WATER AUTHORITY	4,076.09
07/23/2026	143763	05090	GUNNERS METERS & PARTS, INC.	114.00
07/23/2026	143764	03122	HEPPLEWHITES INTERIORS	25.00
07/23/2026	143765	MISC	ILUMISYS	270.18
07/23/2026	143766	10825	IMPERIAL DADE	337.01
07/23/2026	143767	10675	JEREMY PECKENS	329.15
07/23/2026	143768	08912	JULIE CZERWINSKI	140.00
07/23/2026	143769	MISC	K&D PHILLIPS CONTRACTING LLC	1,500.00
07/23/2026	143770	04739	LAWNWORKS, INC.	9,780.00
07/23/2026	143771	10377	MAPLE PRESS PRINTING & DESIGN	360.00
07/23/2026	143772	MISC	MCQUADE HEATING AND COOLING	105.00
07/23/2026	143773	10469	MERIT	16,386.00
07/23/2026	143774	10882	MES SERVICE COMPANY	5,930.19
07/23/2026	143775	MISC	MONTAGE CONSTRUCTION	5,824.00
07/23/2026	143776	06949	O'CONNOR'S PUBLIC HOUSE	130.00
07/23/2026	143777	05298	OAKLAND COUNTY CABLE COMM. CO	5,175.00
07/23/2026	143778	00457	OAKLAND COUNTY TREASURERS	245,501.52
07/23/2026	143779	MISC	PAUL EHMS	249.00
07/23/2026	143780	00480	PENN STATION EAST	250.00
07/23/2026	143781	10690	PSX	1,018.67
07/23/2026	143782	05926	RESALE CONNECTION	50.00
07/23/2026	143783	10422	REZ-COMM, INC	4,215.00
07/23/2026	143784	00460	ROAD COMMISSION OF OAKLAND CO	530.92
07/23/2026	143785	06072	ROCHESTER BIKE SHOP	180.00
07/23/2026	143786	10566	ROCHESTER PLUMBING & HEATING	492.00
07/23/2026	143787	09519	ROCHESTER SPORTS CARD & MEM	465.00
07/23/2026	143788	06569	ROYAL PARK HOTEL, LLC	70.00
07/23/2026	143789	10650	RUSS MILNE FORD, INC	1,247.90
07/23/2026	143790	07867	SPENCER OIL COMPANY	7,513.39
07/23/2026	143791	MISC - TAX	STEPHANIE JACKSON	1,222.06
07/23/2026	143792	MISC	STEVE'S CONCRETE CO	1,500.00
07/23/2026	143793	07797	THE FUNKY FROG	50.00
07/23/2026	143794	MISC	THE TRAILS AT PAINT CREEK LLC	242.58
07/23/2026	143795	00663	VAN HORN TRUCK PARTS INC.	909.39
07/24/2026	1496(A)	08962	FIFTH THIRD BANK	54,916.99
07/27/2026	1497(A)	08015	CIVIC PLUS	49,335.73
07/27/2026	1498(A)	10496	ERC-LED, LLC	3,915.21
07/27/2026	1499(A)	10186	LAW OFFICES OF JEFFREY S KRAG	11,664.33
07/27/2026	1500(A)	08587	NYE UNIFORM	80.00
A1 TOTALS:				

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
Total of 70 Checks:				729,280.53
Less 0 Void Checks:				0.00
Total of 70 Disbursements:				729,280.53

CHECK REGISTER FOR CITY OF ROCHESTER

CHECK DATE 07/30/2026 - 08/03/2026

Check Date	Check	Vendor	Vendor Name	Amount
Bank A1 ACCOUNTS PAYABLE				
07/30/2026	143797	07170	ABSOPURE WATER COMPANY	79.20
07/30/2026	143798	08675	ACCUSHRED LLC	105.00
07/30/2026	143799	06364	ANDERSON, ECKSTEIN AND	93,356.31
07/30/2026	143800	10902	ANGLIN CIVIL, LLC	327,681.51
07/30/2026	143801	00037	APARTMENT SERVICES CO.	7,379.80
07/30/2026	143802	09267	APPLIED INNOVATION	147.78
07/30/2026	143803	10886	BIO-ONE OF DETROIT WEST	300.00
07/30/2026	143804	10914	CARBYNE, INC	34,664.40
07/30/2026	143805	10577	CARTER'S CEMETERY PRESERVATIO	4,995.00
07/30/2026	143806	00138	CONSUMERS ENERGY	1,420.78
07/30/2026	143807	10546	CULLIGAN OF ROMEO	254.00
07/30/2026	143808	10546	CULLIGAN OF ROMEO	85.00
07/30/2026	143809	10546	CULLIGAN OF ROMEO	26.50
07/30/2026	143810	00159	DAVEY TREE EXPERT COMPANY	3,825.00
07/30/2026	143811	00175	DILLMAN & UPTON	6.99
07/30/2026	143812	00880	DTE ENERGY	5,595.60
07/30/2026	143813	07509	ENVIRONMENTAL WOOD SOLUTIONS	44.30
07/30/2026	143814	10919	FBI-LEEDA	795.00
07/30/2026	143815	09055	G2 CONSULTING GROUP LLC	10,382.50
07/30/2026	143816	10792	GRAPHIC SCIENCES, INC	5,228.77
07/30/2026	143817	09117	GREAT AMERICA FINANCIAL SVCS	1,082.61
07/30/2026	143818	10150	HENRY FORD EMPLOYER SOLUTIONS	3,126.00
07/30/2026	143819	10325	IDENTISYS INC	620.00
07/30/2026	143820	10810	JOHN GARNER	75.00
07/30/2026	143821	07860	MATTHEW GORMAN	176.47
07/30/2026	143822	MISC	MEGAN WINEGARDNER	40.84
07/30/2026	143823	10612	MICHIGAN STATE POLICE	40.00
07/30/2026	143824	00457	OAKLAND COUNTY TREASURERS	6,619.50
07/30/2026	143825	10631	PACE SYSTEMS, INC	2,350.00
07/30/2026	143826	08442	PLATINUM OFFICE CLEANING LLC	275.00
07/30/2026	143827	10717	PRIORITY WASTE	80,964.41
07/30/2026	143828	10690	PSX	795.00
07/30/2026	143829	10506	RAFTELIS	3,605.00
07/30/2026	143830	10334	RETRO FITNESS-ROCHESTER-SCS F	119.92
07/30/2026	143831	10422	REZ-COMM, INC	3,000.00
07/30/2026	143832	06072	ROCHESTER BIKE SHOP	2,335.11
07/30/2026	143833	00562	ROCHESTER HILLS TIRE & SERVIC	717.28
07/30/2026	143834	07867	SPENCER OIL COMPANY	15,163.13
07/30/2026	143835	09995	SUPERIOR EXCAVATING	11,729.33
07/30/2026	143836	06874	SUPERIOR LOCK & KEY, LLC	81.00
07/30/2026	143837	MISC	THE DTE ENERGY COMPANY	3,162.98
07/30/2026	143838	MISC	THE RAWLINGS COMPANY LLC	678.50
07/30/2026	143839	10667	TOMMASO CAPORUSCIO	1,210.00
07/30/2026	143840	10922	U-HAUL	62.46
07/30/2026	143841	03668	USZTAN L.L.C.	57,011.40
08/03/2026	1502(A)	08538	DTN LLC	148.76
08/03/2026	1503(A)	10414	LINEAR CONSULTING FIRM LLC	3,120.00
08/03/2026	1504(A)	08587	NYE UNIFORM	109.00
08/03/2026	1505(A)	10479	STATE OF MICHIGAN	81.50
08/03/2026	1506(A)	08210	SUN LIFE FINANCIAL	11,521.87
A1 TOTALS:				
Total of 50 Checks:				706,395.51
Less 0 Void Checks:				0.00
Total of 50 Disbursements:				706,395.51

City of Rochester

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

MEMORANDUM

Date: August 10, 2026
To: Mayor Jones and Council Members
From: Jason Warner, Director of Project Management
Subject: Elizabeth Neighborhood Park – Michigan Natural Resources Trust Fund Resolution

Budget Impact: $125,000 GL# 631-751.000-930.010

Issue: The City of Rochester is being awarded a grant through the Michigan Natural Resources Trust Fund (MNRTF) in the amount of $375,000. A resolution must be approved by the Rochester City Council approving the grant agreement and matching funds in the amount of $125,000.

Analysis: Elizabeth Neighborhood Park is a 1.7-acre parcel of land. Improvement plan have been included in the City's Parks and Recreation Master Plan. Community surveys and public engagement meetings have been held to document the desired amenities at the park. Park improvements will include ADA compliant pathways, playscape equipment, butterfly gardens, benches, and pet and trash receptacles.

Council approved a resolution on March 24, 2025, showing support for the project. The grant application was submitted on March 31, 2025. On December 9, 2025, the Michigan Natural Resources Trust Fund Board recommended the Elizabeth Neighborhood Park project for funding. The grant agreement was received on July 24, 2026. The city has 60 days to submit the resolution, grant agreement, boundary map, and legal description. After the grant agreement is finalized, the city has 180 days to complete and submit plans, specifications, and bid documents. Project bidding is anticipated in Winter 2026/2027 with anticipated construction for Spring/Summer of 2027.

Requested Action: City Staff are requesting for City Council to approve the resolution as written and attached, approve the grant agreement, and appropriate matching funds in the amount of $125,000.

Attachment(s): (1) Draft Resolution
(2) Grant Agreement
(3) Preliminary Design and Concept Budget

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Where you live.

City of Rochester

400 Sixth Street
Rochester, MI 48307
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RESOLUTION OF AUTHORIZATION

MICHIGAN DEPARTMENT OF NATURAL RESOURCES
GRANT TITLED: Trust Fund TF25-0167
Elizabeth Neighborhood Park

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the City of Rochester, Michigan, does hereby accept the terms of the Agreement for (project name and number) **Elizabeth Neighborhood Park, TF25-0167** as received from the Michigan Department of Natural Resources (DEPARTMENT), and
that the **City of Rochester** does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide **One Hundred Twenty-Five ($125,000)** dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

ROCHESTER
Where you live.

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

_____
Signature

_____
Title

_____
Dated

Michigan Natural Resources Trust Fund

Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Rochester** in the county of **Oakland County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2026**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Elizabeth Neighborhood Park Development Project #: TF25-0167

Grant Amount: $375,000.00 75% PROJECT TOTAL: $500,000.00

Match Amount: $125,000.00 25%

Start Date: Date of Execution by DEPARTMENT End Date: 07/24/2028

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/22/2026 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

CWBDPDWSP9Y7
Unique Entity Identifier

CV0048470 (SIGMA Vendor Number) 0048470 (SIGMA Address Code)

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Christie Bayus, Grants Section Manager

_____

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	**DEPARTMENT CONTACT**
	MNRTF Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF25-0167** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. The time period allowed for project completion is from **07/24/2026** through **07/24/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.

4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.

5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 5'-6'
Bench(es)
Bike Rack(s)
Bike Repair Station
Grill(s)
Landscaping
Pet Waste Station
Play Equipment
Playground Safety Surfacing
Trash Bin(s)

6. The DEPARTMENT will:

a. grant to the GRANTEE a sum of money equal to **Seventy-Five percent (75%)** of **Five Hundred Thousand dollars**

($500,000.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Seventy-Five Thousand dollars ($375,000.00).**

b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

i. Payments will be made on a reimbursement basis at **Seventy-Five percent (75%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.

iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Twenty-Five Thousand dollars ($125,000.00)** in local match. This sum represents **Twenty-Five percent (25%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.

c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.

vii. Bury all new utilities within the project area.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this

Agreement.

d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a progress report every 180 days during the project period.
b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or
b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
d. Require repayment of grant funds already paid to GRANTEE; and/or
e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.

34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____($_____) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

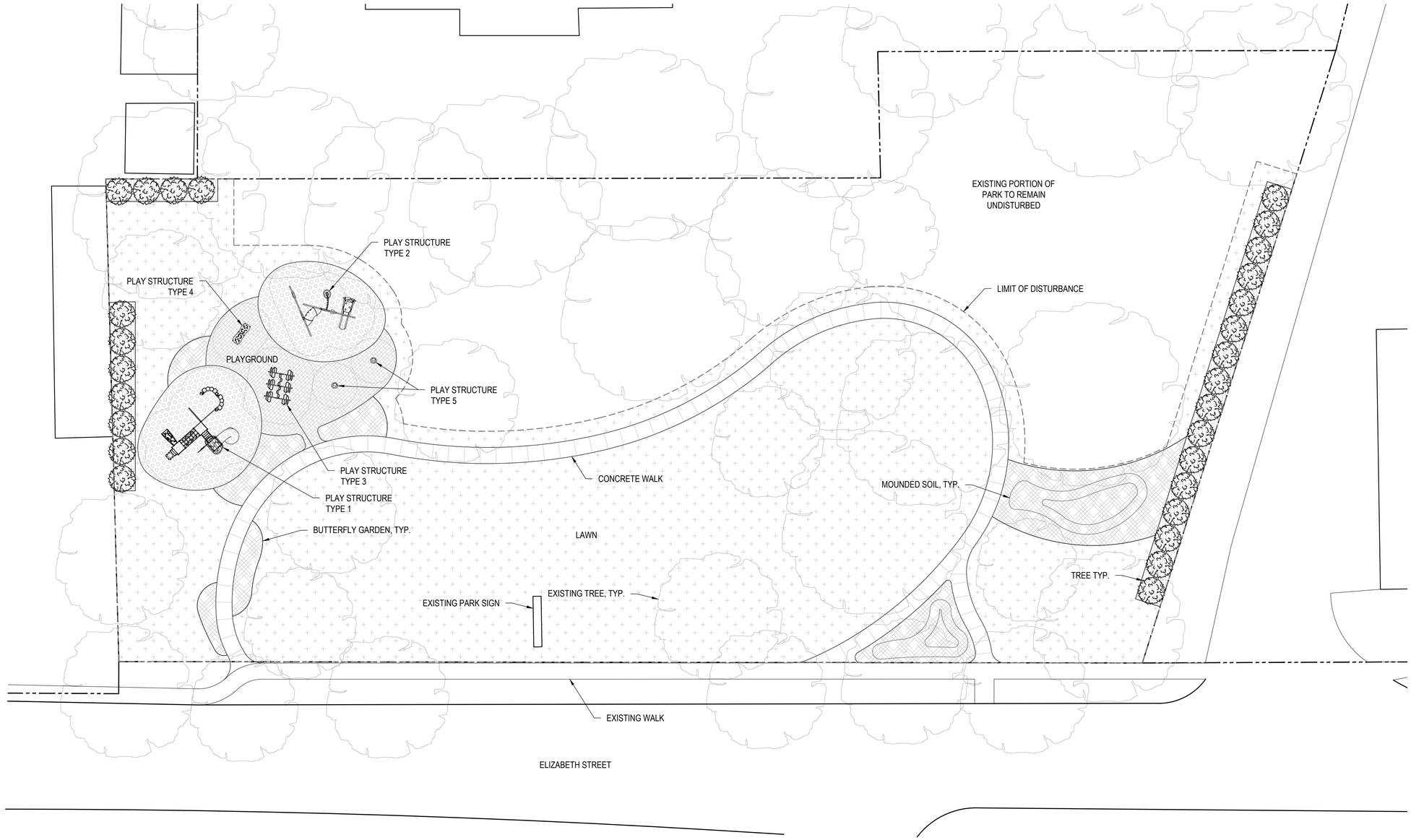
STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

_____
Signature

_____
Title

_____
Date



1 SITE LAYOUT PLAN

SCALE: 1/16" = 1'-0"

LEGEND

- CONCRETE PAVING
- LAWN
- BUTTERFLY GARDEN
- SHREDDED MULCH
- ENGINEERED MULCH
- RUBBERIZED SAFETY SURFACE
- PROPERTY LINE
- LIMIT OF DISTURBANCE
- PROPOSED 1'-0" CONTOUR
- PLAY STRUCTURE FALL ZONE
- PROPOSED TREE
- EXISTING TREE

NOTES:

1. EACH PROPOSED TREE SHALL RECEIVE A 36" TREE DIAPER. TREE DIAPERS IN TREE BEDS SHALL BE COVERED WITH MULCH.
2. ALL BUTTERFLY GARDEN BEDS SHALL RECEIVE 36"x12" LINEAR TREE DIAPERS SPACED EVENLY THROUGHOUT BEDS. TREE DIAPERS IN BUTTERFLY GARDEN BEDS SHALL BE COVERED WITH STRAW OR OTHER APPROVED COVERING.

ELIZABETH PARK

ROCHESTER, MI

LETTER 27 DESIGN, LLC
456 S. Livingston Ave
Livingston, NJ 07039
P: 914.924.6363

In Partnership With:

MCKENNA
235 E. Main Street, Suite 105
Northville, MI 48167
P: 248.596.0920

Rev.	Date	Description

Sheet Title:
SITE LAYOUT PLAN

Scale:	AS SHOWN
Date:	03/19/2025
Project No:	20241103
Sheet No:	

L-01

LETTER 27 DESIGN, LLC
456 S. Livingston Ave
Livingston, NJ 07039
P: 914.924.6363

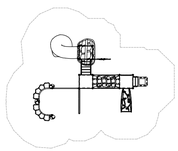
In Partnership With:

MCKENNA
235 E. Main Street, Suite 105
Northville, MI 48167
P: 248.596.0920



MFR: BURKE
MODEL: SYNERGY SY-3074
AGE RANGE: 5-12 YEARS
CAPACITY: 53
FALL HEIGHT: 86"

QTY: 1
LOCAL REP: SYNDER RECREATION
CONTACT: 800.888.2889



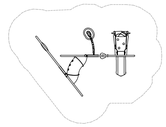
1 PLAY STRUCTURE TYPE 1

SCALE: 1/16" = 1'-0"



MFR: BURKE
MODEL: LEVEL X LAUNCH XL
AGE RANGE: 2-5 YEARS
CAPACITY: 16
FALL HEIGHT: 54"

QTY: 1
LOCAL REP: SYNDER RECREATION
CONTACT: 800.888.2889



2 PLAY STRUCTURE TYPE 2

SCALE: 1/16" = 1'-0"



MFR: BURKE
MODEL: VERVE XS VI ARCH CLIMBER
AGE RANGE: 2-12 YEARS
CAPACITY: 12
FALL HEIGHT: 60"

QTY: 1
LOCAL REP: SYNDER RECREATION
CONTACT: 800.888.2889



3 PLAY STRUCTURE TYPE 3

SCALE: 1/16" = 1'-0"



MFR: BURKE
MODEL: ANT HILL
AGE RANGE: 2-5 YEARS
CAPACITY:
FALL HEIGHT: 26"

QTY: 1
LOCAL REP: SYNDER RECREATION
CONTACT: 800.888.2889

4 PLAY STRUCTURE TYPE 4

SCALE: 1/16" = 1'-0"



MFR: BURKE
MODEL: KIDFORCE SPINNER
AGE RANGE: 2-12 YEARS
CAPACITY: 1
FALL HEIGHT: 26"

QTY: 2
LOCAL REP: SYNDER RECREATION
CONTACT: 800.888.2889

5 PLAY STRUCTURE TYPE 5

SCALE: 1/16" = 1'-0"



MFR: NATIONAL OUTDOOR FURNITURE
MODEL: PARK GRILL 300 INCH

QTY: 5
CONTACT: 888.663.4621

6 PARK GRILL

SCALE: NTS



MFR: FURNITURE LEISURE
MODEL: HEAVY DUTY 7 SPACE LOOP
BIKE RACK

QTY: 2
CONTACT: 800.213.2401

7 BIKE RACK

SCALE: NTS



MFR: DUO-GARD
MODEL: BICYCLE REPAIR STATION
TYPE 1A-BBRS01A

QTY: 1
CONTACT: 734.207.9700

8 BIKE REPAIR STATION

SCALE: NTS



MFR: PET WASTE ELIMINATOR
MODEL: SUPERIOR METAL PET WASTE
ELIMINATOR STATION

QTY: 2
CONTACT: 800.790.8896

9 PET WASTE STATION

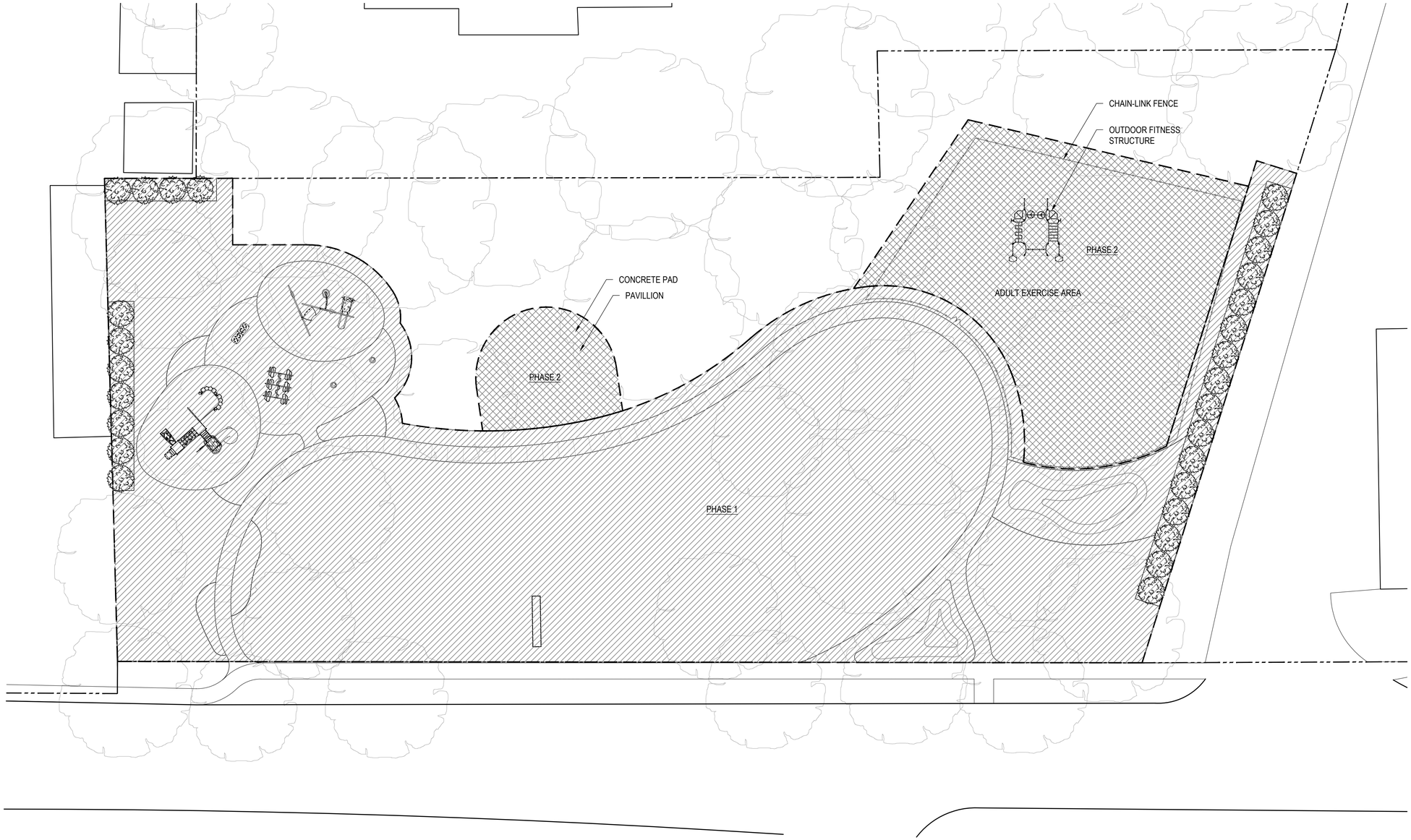
SCALE: NTS

Rev.	Date	Description

Sheet Title:
SITE AMENITIES

Scale:	AS SHOWN
Date:	03/19/2025
Project No:	20241103
Sheet No:	

L-02



1 PHASING PLAN

SCALE: 1/16" = 1'-0"

LEGEND

- PHASE 1
- PHASE 2
- PHASE LIMITS

ELIZABETH PARK

ROCHESTER, MI

LETTER 27 DESIGN, LLC
456 S. Livingston Ave
Livingston, NJ 07039
P: 914.924.6363

In Partnership With:

MCKENNA
235 E. Main Street, Suite 105
Northville, MI 48167
P: 248.596.0920

Rev. Date Description

Sheet Title:
PHASING PLAN

Scale: AS SHOWN
Date: 03/19/2025
Project No: 20241103
Sheet No:

L-03

Letter 27 Design, LLC

Elizabeth Park - Conceptual Budgetary Estimate Summary

33,981 Total SF Area **Issued 03-19-25**

NO.	ITEM DESCRIPTION	AREA	TOTAL AMOUNT	SF COST
A.	**SUMMARY**			
1	MAIN PARK	30,675	$ 245,714.40	$ 8.01
2	PLAYGROUND	3,306	$ 254,286.00	$ 76.92
	Total All Areas (Main Park + Playground)	33,981	**$ 500,000.40**	**$ 14.71**

Elizabeth Park - Conceptual Budgetary Estimate - Main Park

30,675 Total SF Area **Issued 03-19-25**

NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL QUANTITY	TOTAL AMOUNT	SUBTOTAL
A.	**PAVING**					
1	Vehicular concrete 6" thickness on 6" crushed stone over compacted subgrade	SF	$ 13.00	2,279	$ 29,627.00	
	Subtotal					**$ 29,627.00**
B.	**PLANTING**					
1	Trees - 2.5" Caliper	EA	$ 1,800.00	27	$ 48,600.00	
2	Seed mix at butterfly garden	SF	$ 0.50	2,460	$ 1,230.00	
3	Lawn - sod	SF	$ 2.00	24,184	$ 48,368.00	
4	Topsoil blended into existing soil at planting - assume 6" depth of new soil	CY	$ 100.00	56	$ 5,600.00	
5	Topsoil blended into existing soil at trees - assume 6" depth of new soil	CY	$ 100.00	30	$ 3,000.00	
6	Topsoil blended into existing soil at lawn - assume 3" depth of new soil	CY	$ 100.00	243	$ 24,300.00	
7	Mulch 3" depth at trees	CY	$ 72.00	17	$ 1,224.00	
8	Tree Diaper - 36" round at trees	EA	$ 100.00	27	$ 2,700.00	
9	Tree Diaper - linear at butterfly gardens 36"x12" at varied spacing	LF	$ 25.00	630	$ 15,750.00	
10	Site Cleanup	LS	$ 8,263.00	1	$ 8,263.00	
	Subtotal					**$ 159,035.00**
C.	**SITE AMENITIES**					
1	Grill - Standard Park Grill 300 sq. in. by National Outdoor Furniture	EA	$ 600.00	5	$ 3,000.00	
2	Bike rack - Heavey Duty 7 Space Loop Bike Rack by Furniture Leisure	EA	$ 1,300.00	2	$ 2,600.00	
3	Bike tune-up station (with pump) by Duo-Gard	EA	$ 2,500.00	1	$ 2,500.00	
4	Dog bag dispenser w/ small trash can by Pet Waste Eliminator	EA	$ 600.00	2	$ 1,200.00	
5	Trash receptacle - 32 Gallon by ULINE, freestanding	EA	$ 1,200.00	4	$ 4,800.00	
6	Footings for grills & bike equipment, allowance	CY	$ 400.00	5	$ 2,000.00	
	Subtotal					**$ 16,100.00**
	Subtotal					**$ 204,762.00**
20% Design & Construction Contingency						**$ 40,952.40**
	Total - Main Park					**$ 245,714.40**
SF Cost - Main Park						**$ 8.01**

Notes:
The following items are not included
1. Lighting
2. Utilities
3. Pavillion and related footings
4. Mobilization and administrative costs
5. Tree protection
6. Soil, sediment, and erosion control measures.
7. Removals
8. Earthwork

City of Rochester

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

MEMORANDUM

Date: July 30, 2026

To: Nik Banda, City Manager

From: Jeffrey S. Kragt

Subject: Social Districts

Copies: Chief Rouhib, Kristi Trevarrow, Brian D'Annunzio, Holly Meyers, Megan Frazho, Jeremy Peckens

---

Issue: Consideration of establishing a Social District.

Analysis: Council has considered establishing a social district in the downtown area at multiple meetings. Most recently, Council was presented with additional materials and had significant discussion at its July 27, 2026 meeting. At the conclusion of the meeting, Council moved the proposed ordinance for first reading and introduction.

The attached version of the ordinance has a new Sec 4-51F (limit of 2 drinks at a time and prohibition against furnishing alcohol to a minor or intoxicated person) and a revised Sec. 4-51(J), which is an expansion on what circumstances could lead to a Permittee having its Permit revoked due to the conduct of its patrons or the Permittee's failure to adequately manage or control the area. While a list couldn't capture all possible scenarios, it now provides examples, such as excessive noise, disorderly conduct, public intoxication, littering, etc. The ordinance provides due process protections that require Council hold a public hearing before the revocation of any permit, which would allow a permittee to present reasons why its Permit should not be revoked.

Also attached is the Resolution to designate a social district, which would be sent to MLCC. It would attach the management plan and map of the social district and commons areas.

Requested Action: The requested action is for City Council to approve the establishment of the Rochester Social District, which involves approval of the Resolution (with map and plan) and submission to MLCC, and moving the Ordinance for Second Reading and Adoption.

Attachment: Ordinance Amendment adding Chapter 4, Article IV Social District;
Resolution To Designate a Social District

ROCHESTER
Where you live.

RESOLUTION TO DESIGNATE A SOCIAL DISTRICT WITH COMMONS AREAS IN DOWNTOWN ROCHESTER FOR CONSIDERATION BY THE MICHIGAN LIQUOR CONTROL COMMISSION

WHEREAS, Michigan Public Act 124 of 2020 amended Michigan Public Act 58 of 1998, the Michigan Liquor Control Act of 1998 ("Act"), to allow the governing body of a local governmental unit to designate a social district with commons area(s) within its jurisdiction;

WHEREAS, qualified licensees through the Michigan Liquor Control Commission whose licensed premises are contiguous to a commons area within the social district, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within a Commons area within the social district;

WHEREAS, any Commons area must be clearly designated and marked by the City, and must be shared by and contiguous to the premises of at least two qualified licensees;

WHEREAS, the City intends to establish local management and maintenance plans, including hours of operation for the commons area;

WHEREAS, a map of the Rochester Social District and its Commons areas is attached as Addendum A, which shall remain subject to revocation or alteration as needed to maintain the health, safety, or welfare of the public;

WHEREAS, the Rochester Social District shall be managed by the City though a collaboration with the Rochester Downtown Development Authority ("DDA");

WHEREAS, the City will comply with all requirements of the Act and follow established best practices in relation to the creation and maintenance of social districts;

WHEREAS, the creation of the Rochester Social District will be a tool to augment economic activity in Downtown Rochester, particularly its restaurants, also allowing for increased social interaction among residents and guests; and

WHEREAS, the best interests of the City will be served by the creation of the Rochester Social District and Commons area as shown on Addendum A for the City of Rochester.

NOW, THEREFORE, BE IT RESOLVED:

1. The Social District and Common areas as shown on Addendum A are hereby designated as the Rochester Social District pursuant to the Act.

2. The Social District Management Plan attached hereto as Addendum B, including without limitation, the hours of operation from 11 a.m. to 11 p.m., Monday through Sunday, and

the maintenance and management plans, are hereby adopted for the Rochester Social District.

3. The Rochester City Manager and DDA Executive Director are authorized to take all such other actions necessary to implement this Resolution and comply with the Act.

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to forward this Resolution and the attached maps and management and maintenance plans to the MLCC as required by the Act together with this Resolution.

Made and passed this 10th day of August, 2026.

CERTIFICATION

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Rochester City Council on August 10, 2026.

_____

Brian D'Annunzio, City Clerk

AN ORDINANCE TO AMEND CHAPTER 4, ALCOHOLIC LIQUORS, OF THE ROCHESTER CITY CODE, TO ADD A NEW ARTICLE IV, SOCIAL DISTICT, WHICH WILL ESTABLISH AND PROVIDE FOR THE REGULATION OF A SOCIAL DISTRICT.

THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 4, Alcohol Liquors, of the Rochester Code shall be amended to a new Article IV as follows:

ARTICLE IV. SOCIAL DISTRICT

Sec. 4-50. Title.

This Ordinance shall be known and cited as the "Rochester Social District Ordinance."

Sec 4-51. Establishment of a Social District and Commons Area

A. Pursuant to the authority granted by Public Act 124 of 2020, the City Council established a Social District and Commons Area. Such establishment and designation of the Social District was done by resolution on August ___, 2026. The boundaries of the Social District and Commons Area shall be clearly marked with appropriate signage.

B. The creation of a Commons Area shall include the adoption of a management and maintenance plan, which may be amended as necessary, for the protection of the health and safety of the community and includes, but is not limited to, limitations on the hours of operation for a Commons Area.

C. Except as provided by state law, the holder of a Social District Permit issued by the Michigan Liquor Control Commission may sell alcoholic liquor for consumption within the confines of a Commons Area if both of the following requirements are met:

1. The holder of the Social District Permit only sells and serves alcoholic liquor on the holder's licensed premises;

2. The holder of the Social District Permit only serves alcoholic liquor to be consumed in the Commons Area in a container to which all of the following apply:

a. the container prominently displays the approved Social District Permittee's trade name or logo that is unique to the Social District Permittee's on-premises license;

b. the container prominently displays a logo or some other mark that is unique to the Commons Area;

c. the container is not glass; and

d. the container has a liquid capacity that does not exceed 16 ounces.

D. A purchaser may remove a container of alcoholic liquor sold by a holder of a Social District Permit from the Social District Permittee's licensed premises to the Commons Area if all of the following conditions are met:

1. The purchaser does not remove the container from the Commons Area;

2. The purchaser does not possess the container in a motor vehicle; and

3. While possessing the container, the purchaser does not enter the licensed premises of a Social District Permittee other than the Social District Permittee from which the purchaser purchased the container.

E. The consumption of alcoholic liquor from a container in a Commons Area as allowed under this section may only occur during the hours established by the Management and Maintenance Plan for the Commons Area.

F. Patrons are only permitted to purchase two (2) from a Social District Permittee at a time. Social District Permittees are prohibited from selling or furnishing more than two (2) drinks to a patron at a time, and are prohibited from selling for furnishing any alcohol to a minor or an intoxicated person.

G. This section is to be strictly construed as a limited exception to, and not in conflict with, Section 4-2 of the Rochester Code of Ordinances, which generally prohibits the public consumption and possession of open containers of liquor and alcoholic beverages in public.

H. A purchaser of alcoholic liquor violating the restrictions set forth in this Article is guilty of misdemeanor punishable by a fine of up to $500 and associated court costs.

I. As used in this section:

1. *Commons Area* means an area within the Social District clearly designated and clearly marked in accordance with a resolution adopted by the City Council and which is shared by and contiguous to the premises of at least 2 Qualified Licensees.

2. *Qualified Licensee* means a retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises; and a manufacturer with either: a) an on-premises tasting room permit, b) an off-premises tasting room license, or c) a joint off-premises tasting room license.

J. The City Council reserves the ability to revoke the Social District designation if it determines that the activities within or existence of the Commons Area threaten the health, safety, or welfare of the public or have become a public nuisance. In addition to any other remedies authorized by law, the City Council reserves the right to revoke a Social District Permit if the Permittee fails to comply with this Social District Ordinance, the approved Management and Maintenance Plan, the City Code, or any other applicable law. The City Council may also revoke a Social District Permit if the conduct of the Permittee's patrons, whether occurring within or in the immediate vicinity of the permitted premises or Social District, demonstrates that the Permittee has failed to adequately manage or control patron behavior, or if such conduct results in or contributes to repeated disturbances, disorderly conduct, public intoxication, unlawful activity, excessive noise, littering, vandalism, interference with the public's use and enjoyment of public spaces, threats to public health, safety, or welfare, or other conduct that adversely affects the operation of the Social District or surrounding area. Before revoking the designation or Permit, the City Council will hold at least one (1) public hearing, the time and place thereof which shall be noticed as required by the Open Meetings Act, MCL 15.261 *et seq.* on the proposed revocation.

K. The City Clerk is authorized and directed to file this Ordinance and any resolutions setting forth the designation of the Social District and Commons Areas along with the Management and Maintenance Plan adopted pursuant to the Ordinance with the Michigan Liquor Control Commission.

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 10th day of August, 2026.

CITY OF ROCHESTER

A Michigan Municipal Corporation

By: _____
Debbie Jones, Mayor

By: _____
Brian D'Annunzio, Clerk

CITY OF ROCHESTER, MICHIGAN

DOWNTOWN SOCIAL DISTRICT

Management and Maintenance Plan

Simple rules. Clear responsibilities.
Safe and welcoming downtown.



Operating year-round

Sunday through Saturday
11:00 a.m. to 11:00 p.m.

Prepared for Rochester City Council

Adopted by Resolution No. _____ Date: _____

1. Purpose and Overview

The City of Rochester Downtown Social District is intended to support downtown businesses, enhance the visitor experience, and provide an orderly way for adults to enjoy approved alcoholic beverages within a clearly defined public commons area.

The district is designed to complement Rochester's restaurants, shops, events, and family-friendly downtown character. It is not an unrestricted open-container area. Only beverages purchased from approved participating businesses, served in approved containers, and consumed within the designated commons area are permitted.

Program Objectives

- Support downtown restaurants, retailers, and community events.
- Encourage visitors to remain downtown longer and visit multiple establishments.
- Maintain a clean, attractive, and welcoming public environment.
- Establish clear operating rules for businesses, customers, and City departments.
- Protect public safety through business cooperation, visible signage, and police enforcement.
- Preserve City Council authority to review, modify, suspend, or discontinue the program.

The Social District changes where an approved beverage may be carried. It does not change Michigan liquor laws, the legal drinking age, or laws governing intoxication, disorderly conduct, and impaired driving.

Guiding Principles

Principle	City Standard
Safety	Public safety and emergency access remain the highest priorities.
Responsibility	Participating businesses remain responsible for lawful and responsible service.
Cleanliness	The DDA, DPW, participating businesses, and visitors share responsibility for a clean district.
Simplicity	Rules and boundaries should be easy for visitors to understand and staff to administer.
Accountability	The program will be reviewed using incidents, complaints, maintenance needs, and participation data.

2. Social District and Commons Area Boundaries

The final approved map controls if there is any conflict with this written description.

The Rochester Social District consists of designated public sidewalks and approved public spaces within the following downtown boundaries:

Area	Boundary
Main Street	From Second Street north to the Paint Creek Bridge.
West Second Street	From Main Street west to Walnut Street.
West Third Street	From Main Street west to Walnut Street.
West Fourth Street	From Main Street west to Walnut Street.
East Second Street	From Main Street east to Water Street.
East Third Street	From Main Street east to Water Street.
East Fourth Street	From Main Street east to Water Street.
Walnut Street	From West Second Street north to West Fourth Street.

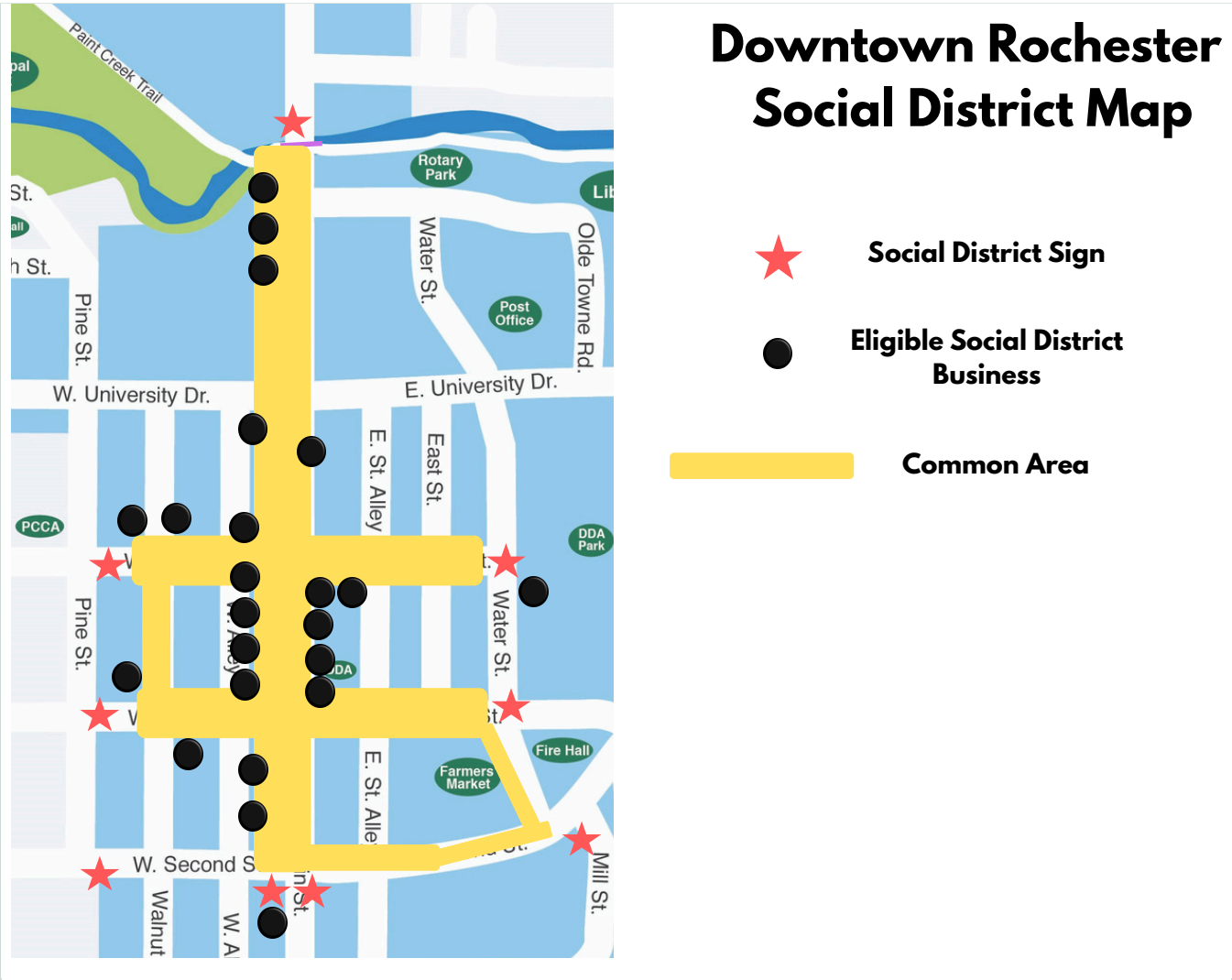
Commons Area Limitations

- Only public sidewalks and public spaces shown on the approved commons-area map are included.
- City parks are excluded unless specifically approved and shown on the final map.
- Private property and licensed premises are not part of the commons area unless lawfully included or separately approved.
- A Social District beverage may not be carried beyond the marked commons-area boundary.
- Public streets remain open to normal traffic unless separately closed for an approved special event.

2. Social District and Commons Area Boundaries (continued)

The approved Commons Area Map is shown below. The map identifies the Social District boundary, the commons area, the locations of boundary signs, and the businesses eligible to participate in the program. This approved map controls if there is any conflict with the written boundary description.

Approved Commons Area Map



> *Yellow shading identifies the commons area. Stars identify boundary sign locations, and black markers identify the qualified licensees eligible to participate in the Social District. City parks, private property, and licensed premises are not part of the commons area unless lawfully included and shown on this approved map.*

3. Administration and Department Responsibilities

The Downtown Development Authority will oversee the day-to-day administration of the Social District. City departments will support the DDA within their normal areas of responsibility.

Responsible Party	Primary Responsibilities
Downtown Development Authority (DDA)	Oversee district administration; coordinate participating businesses; maintain program information and maps; coordinate signage and branding; communicate operational concerns; and recommend changes to City Council.
Rochester Police Department	Provide security and law enforcement; address underage drinking, intoxication, disorderly conduct, unlawful containers, boundary violations, impaired driving, and other public-safety concerns.
Department of Public Works (DPW)	Oversee waste management; service public waste receptacles; monitor litter conditions; coordinate additional cleanup; and repair or report damaged public signs and fixtures.
City Clerk / Administration	Coordinate resolutions, MLCC filings, records, and local business-approval documentation as assigned.
Participating Businesses	Follow all state and local requirements; verify age; issue wristbands; use approved containers; follow transaction limits; educate customers; and maintain the immediate area around the business.
City Council	Approve the district, commons area, plan, map, and participating qualified licensees; review performance; and amend or revoke the designation when appropriate.

Coordination

The DDA may convene participating businesses and City representatives as needed to address signage, waste collection, special events, recurring complaints, or other operating concerns. Significant policy changes will be forwarded to City Council for consideration.

4. Operating Standards and Rules at a Glance

Operational Element	Rochester Standard
Operating period	Year-round.
Operating days	Sunday through Saturday.
Operating hours	11:00 a.m. to 11:00 p.m.
Minimum age	21 years of age to possess or consume alcohol.
Wristband	Required for customers age 21 or older after age verification by a participating business.
Transaction limit	No more than two Social District alcoholic beverages may be sold to one customer in a single transaction.
Container	Non-glass, no larger than 16 ounces, and marked with the participating business identification and Rochester commons-area identification.
Outside alcohol	Prohibited. Only beverages purchased from participating Social District permittees are allowed.
Boundary	Beverages must remain within the approved commons area.
Closing time	Consumption must end and remaining beverages must be discarded by 11:00 p.m.

A wristband confirms that age was checked when it was issued. It does not replace a business's duty to refuse unlawful service, verify identification when appropriate, or refuse service to an intoxicated person.

General Customer Conduct

- Remain within the clearly marked commons area.
- Use only an approved Social District container.
- Do not share or transfer wristbands.
- Dispose of cups in designated receptacles.

- Follow the lawful entry policies of private businesses.
- Comply with directions from participating businesses, City staff, and police officers.

5. Participating Business Requirements

Participation is voluntary. A qualified licensee must receive local approval and an annual Social District Permit from the Michigan Liquor Control Commission before selling beverages for consumption in the commons area.

Participation Process

Step	Required Action
1. Local designation	City Council approves the Social District, commons area, plan, and map.
2. Business approval	The qualified licensee obtains approval from City Council.
3. MLCC application	The business submits the required application and local approval to the MLCC.
4. Permit issuance	The business receives its annual Social District Permit and completes City onboarding.
5. Operation	The business follows all state laws, City rules, and program standards.

Ongoing Business Responsibilities

- Verify that each customer receiving a wristband is at least 21 years old.
- Issue only the City-approved or DDA-approved wristband and take reasonable measures to prevent transfer or reuse.
- Limit each customer to no more than two Social District alcoholic beverages per transaction.
- Refuse service to minors and visibly intoxicated persons.
- Sell and serve beverages only from the licensed premises or an approved outdoor service area.
- Use only approved non-glass containers of 16 ounces or less.
- Prominently display the business identification and Rochester commons-area identification on every container.
- Explain the district boundaries and closing time when necessary.

- Keep the immediate area around the business reasonably clean and collect discarded Social District cups.
- Cooperate with the DDA, Police Department, DPW, City staff, and MLCC representatives.

5. Participating Business Requirements (continued)

The following qualified licensees are located within the Rochester Downtown Social District and are eligible to participate in the Social District program. Participation is voluntary. Each licensee must obtain City Council approval and an annual Social District Permit from the Michigan Liquor Control Commission before selling beverages for consumption in the commons area.

Qualified Licensees

Business Name	Address	Business ID	License Type
Baus Barber	114 E. Fourth Street	0266496	Class C/SDM
Bitter Tom's Tasting Room	319 Main Street	0282291	Manufacturer
Bologna's (Ambrose Eats, LLC)	334 S. Main Street	236520	Class C/SDM
Corner Bar	124 W. Fourth Street	0275411	Class C/SDM
D'Marcos	401 S. Main Street	0259318	Class C/SDM
Earnie's on the Creek	543 N. Main Street, Ste. 301	0277046	Class C/SDM
F&D Bistro (Rochester Bistro)	227 S. Main Street	239311	Class C/SDM
Hibachi House	335 S. Main Street	226742	Class C/SDM
Irish Beer Works Rochester, Inc. (Gus O'Connors)	324 S. Main Street	157469	Class C/SDM
JVY Holdings (City Tavern)	423 S. Main Street	0280159	Class C/SDM
Kruse & Muer on Main	327 S. Main Street	0278176	Class C/SDM
Kruse's Paint Creek Yacht Club	613 N. Main Street	267571	Class C
Main Street Billiards	215 S. Main Street	72578	Class C
NCNG, LLC (Eastman Bar)	336 S. Main Street	0281361	Class C/SDM
Rochester Brunch House	301 Walnut	243398	Class C
Rochester Chop House	306 S. Main Street	0278168	Class C/SDM
Rochester Mills Beer Company	400 Water Street	7525	Class C/Brew Pub/SDM

Business Name	Address	Business ID	License Type
Roxy	401 Walnut	0277966	Class C/SDM
Saint 1881	226 Walnut	0267804	Class C
Silver Spoon	543 N. Main Street, Ste. 311	0261324	Class C/SDM
Sumo Sushi	418 S. Main Street	170432	Class C
The Meeting House	301 S. Main Street	229300	Class C/SDM
Too Ra Loo	139 S. Main Street	239929	Class C/SDM

Total qualified licensees: 23

> *This list identifies the qualified licensees located within the Social District as of the date of adoption. Inclusion on this list does not by itself authorize a business to serve Social District beverages. The Downtown Development Authority will maintain the current list of approved participating businesses, and the list may be updated by City Council action as licensees are added, removed, or change ownership.*

6. Insurance Requirements

Participating businesses are responsible for maintaining adequate insurance coverage throughout the term of their participation in the City of Rochester Downtown Social District.

Each business applying for or maintaining a Social District Permit within the City of Rochester shall maintain commercial general liability insurance and any other insurance required by the Michigan Liquor Control Commission (MLCC) or applicable law.

Each participating business shall provide evidence of insurance naming the City of Rochester, Michigan, its elected officials, officers, employees, agents, boards, commissions, and volunteers as Additional Insureds for activities arising out of the operation of the Social District.

Minimum Insurance Requirements

- Commercial General Liability: $1,000,000 per occurrence.
- General Aggregate: $2,000,000.
- Liquor Liability Insurance, when applicable: coverage required by the business's liquor license and applicable Michigan law.

Before participating in the Social District, and upon request thereafter, each participating business shall provide the City with a current Certificate of Insurance and any required endorsements demonstrating compliance with these insurance requirements.

A business shall not participate in the Rochester Downtown Social District until the required proof of insurance has been received and accepted by the City.

Failure to maintain the required insurance coverage throughout the permit period may result in suspension or revocation of the City's local approval to participate in the Social District, in addition to any enforcement action authorized by the MLCC.

The City reserves the right to require additional insurance coverage or higher policy limits when warranted by special events, operational needs, changes in applicable law, or recommendations of the City's insurance carrier or legal counsel.

Nothing in this section shall be construed as limiting the City's rights, defenses, governmental immunities, or protections provided under Michigan law.

7. Public Safety, Security, and Enforcement

The Rochester Police Department is responsible for security and law enforcement within the Social District. The district does not reduce police authority or replace existing state and local laws.

Enforcement Priority	Operational Focus
Underage drinking	Enforce age restrictions and investigate unlawful service, furnishing, possession, or consumption.
Intoxication and disorder	Address public intoxication, disorderly conduct, fighting, harassment, and related behavior.
Boundary compliance	Prevent approved beverages from being carried outside the commons area.
Container compliance	Address glass containers, oversized containers, unmarked cups, and personal alcohol.
Business compliance	Document violations, notify appropriate City officials, and refer license matters to the MLCC when appropriate.
Traffic safety	Maintain safe pedestrian and vehicle movement and enforce impaired-driving laws.
Emergency access	Keep access clear for police, fire, EMS, and other emergency operations.

The preferred approach is clear communication and voluntary compliance, supported by enforcement when conduct is unsafe, unlawful, repeated, or intentional.

Staffing and Incident Response

Routine operations may be handled through normal patrol and downtown visibility. Special events, unusually large crowds, or documented problems may require temporary staffing or operational adjustments. Emergency conditions may result in temporary closure of all or part of the commons area under applicable City authority.

8. Maintenance, Waste Management, Signage, and Events

Waste Management

Responsible Party	Expected Standard
DPW	Oversee public waste management, service City receptacles, monitor litter conditions, and coordinate additional collection when necessary.
DDA	Coordinate with businesses and DPW regarding recurring waste, signage, or operational concerns.
Participating businesses	Maintain the immediate area around the establishment, collect discarded Social District cups, and promptly report overflowing receptacles or recurring problems.
Visitors	Use available receptacles and dispose of beverages before leaving the commons area.

Signage

- Boundary signs at practical entry and exit points.
- Rules signs at high-traffic locations and participating businesses.
- A clear map on the City website and in participating establishments.
- Consistent Rochester branding on signs, approved cups, and wristbands.
- Signs identifying businesses that do not permit Social District beverages inside, when applicable.

Special Events

A special event does not automatically change Social District boundaries, hours, or rules. Event-specific road closures, security plans, temporary commons areas, or special liquor licenses require separate review and approval. The DDA will coordinate with the Police Department, DPW, event organizers, participating businesses, and the MLCC as needed.

9. Funding and Financial Responsibility

The City of Rochester Downtown Social District is intended to operate using existing municipal resources whenever practical. Funding for the administration, promotion, maintenance, and operation of the Social District may be provided through a combination of Downtown Development Authority resources, participating businesses, and other lawfully available funding sources.

The Downtown Development Authority will serve as the primary coordinating agency and may fund or assist with the following activities:

- District branding, marketing, and public education materials.
- Boundary signage, informational signs, maps, and program administration.
- Replacement of approved wristbands, signs, or promotional materials, as appropriate.

Participating businesses are responsible for costs associated with:

- Annual MLCC Social District Permit fees.
- Approved cups, wristbands, employee training, and customer education.
- Maintaining the immediate area surrounding the establishment.

The City of Rochester will continue to provide normal municipal services, including police protection, public works services, and routine maintenance, through existing departmental budgets. Establishment of the Social District does not obligate the City to create additional staffing or dedicate new funding beyond amounts approved through the annual budget process.

The DDA or City may pursue grants, sponsorships, or partnerships that are consistent with applicable law and City policy to improve the operation of the Social District and the downtown visitor experience.

Nothing in this Plan creates a financial obligation beyond funds lawfully appropriated by the City Council or the Downtown Development Authority.

10. Revocation and Permit Enforcement

The City Council of the City of Rochester may revoke the designation of the Rochester Downtown Social District if it determines that operation of the Social District threatens the public health, safety, or welfare, or has become a public nuisance.

Before revoking the Social District designation, the City Council shall conduct at least one public hearing on the proposed revocation. Notice of the public hearing shall be provided in accordance with the Michigan Open Meetings Act, Public Act 267 of 1976, as amended, and any other applicable provisions of Michigan law.

The City reserves the right to temporarily suspend or modify Social District operations when necessary to address emergencies, severe weather, public safety concerns, construction activities, utility failures, or other operational conditions affecting the public health, safety, or welfare.

If a participating business is determined to be in violation of this Plan, applicable City ordinances, or the Michigan Liquor Control Code or rules, the City may take one or more of the following actions:

- Issue a written warning or require corrective action.
- Suspend or revoke the City's local approval for the business to participate in the Social District.
- Refer the matter to the MLCC for investigation and any enforcement action authorized by state law, including possible suspension or revocation of the licensee's Social District Permit.
- Take any other action authorized by law to protect the public health, safety, and welfare.

Nothing in this section limits the enforcement authority of the MLCC, the Rochester Police Department, or any other governmental agency having jurisdiction.

Severability

If any section, subsection, sentence, clause, phrase, or provision of this Plan is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

11. Oversight, Evaluation, Amendments, and Revocation

The City will monitor the Social District to determine whether it continues to support downtown activity while protecting public health, safety, and welfare.

Recommended Evaluation Measures

- Police calls for service and alcohol-related incidents within the district.
- Complaints from residents, businesses, and visitors.
- Litter volume, waste-collection needs, and maintenance costs.
- Number of participating businesses and current permit status.
- Business and visitor feedback.
- Wristband and container compliance.
- Need for changes to boundaries, hours, signs, staffing, or operating rules.

Reporting

The DDA will coordinate an evaluation after the first operating season and at least annually thereafter. Significant public-safety or operational concerns may be reported to City Council sooner.

Amendments and Temporary Adjustments

City Council may amend this plan, the operating hours, or the approved boundaries through lawful action. Temporary changes related to emergencies, construction, public safety, or special events may be implemented under applicable City authority and documented for later review.

Suspension or Revocation

The City may address individual business violations through its local approval framework and referral to the MLCC. City Council may revoke the Social District designation if the commons area threatens public health, safety, or welfare or becomes a public nuisance, subject to the notice and public-hearing requirements of Michigan law.

The final resolution, map, fees, insurance requirements, enforcement procedures, and plan should be reviewed by the City Attorney before adoption.

12. Legal Review

This Social District Management and Maintenance Plan, together with all insurance requirements, operating procedures, signage standards, and related documents, shall be reviewed and approved by the City Attorney prior to implementation. The City may amend this Plan from time to time as necessary to comply with changes in Michigan law, Michigan Liquor Control Commission requirements, or operational needs approved by the City Council.

Attorney Review Note

Insurance limits, additional-insured wording, endorsements, indemnification, suspension procedures, and all legal references should be confirmed by the City Attorney and the City's insurance carrier before final adoption.

13. Frequently Asked Questions

1. **What is a Social District?**
   A locally designated area containing a clearly marked commons area where customers may carry and consume approved alcoholic beverages purchased from participating businesses.

2. **What are Rochester's operating hours?**
   The district operates year-round, Sunday through Saturday, from 11:00 a.m. to 11:00 p.m.

3. **Where is the district located?**
   The district generally includes Main Street from Second Street to the Paint Creek Bridge; West Second, West Third, and West Fourth Streets from Main Street to Walnut Street; East Second, East Third, and East Fourth Streets from Main Street to Water Street; and Walnut Street from West Second Street north to West Fourth Street. The final approved map controls.

4. **Who oversees the district?**
   The Downtown Development Authority oversees administration. The Police Department is responsible for security, and DPW oversees waste management.

5. **Why is a wristband required?**
   A participating business issues a wristband after verifying that the customer is at least 21 years old. The wristband helps identify customers who have completed an age check.

6. **Does a wristband guarantee service?**
   No. A business may request identification again and must refuse service when required by law, including service to a minor or visibly intoxicated person.

7. **How many drinks may I buy?**
   A customer may purchase no more than two Social District alcoholic beverages in one transaction.

8. **Can I bring my own alcohol?**
   No. Only beverages purchased from an approved participating business are permitted under the Social District rules.

9. **What type of cup is required?**
   A non-glass container no larger than 16 ounces displaying both the participating business identification and Rochester commons-area identification.

10. Can I leave the commons area with my drink?

No. The beverage must be discarded before leaving the approved commons area.

11. Can I take my drink into another bar or restaurant?

Generally no. State law restricts carrying a beverage into another liquor-licensed establishment. Other businesses may also prohibit beverages on their premises.

12. Are children allowed in the district?

Yes. The commons area remains a public, family-friendly place. Minors may not possess or consume alcohol.

City of Rochester

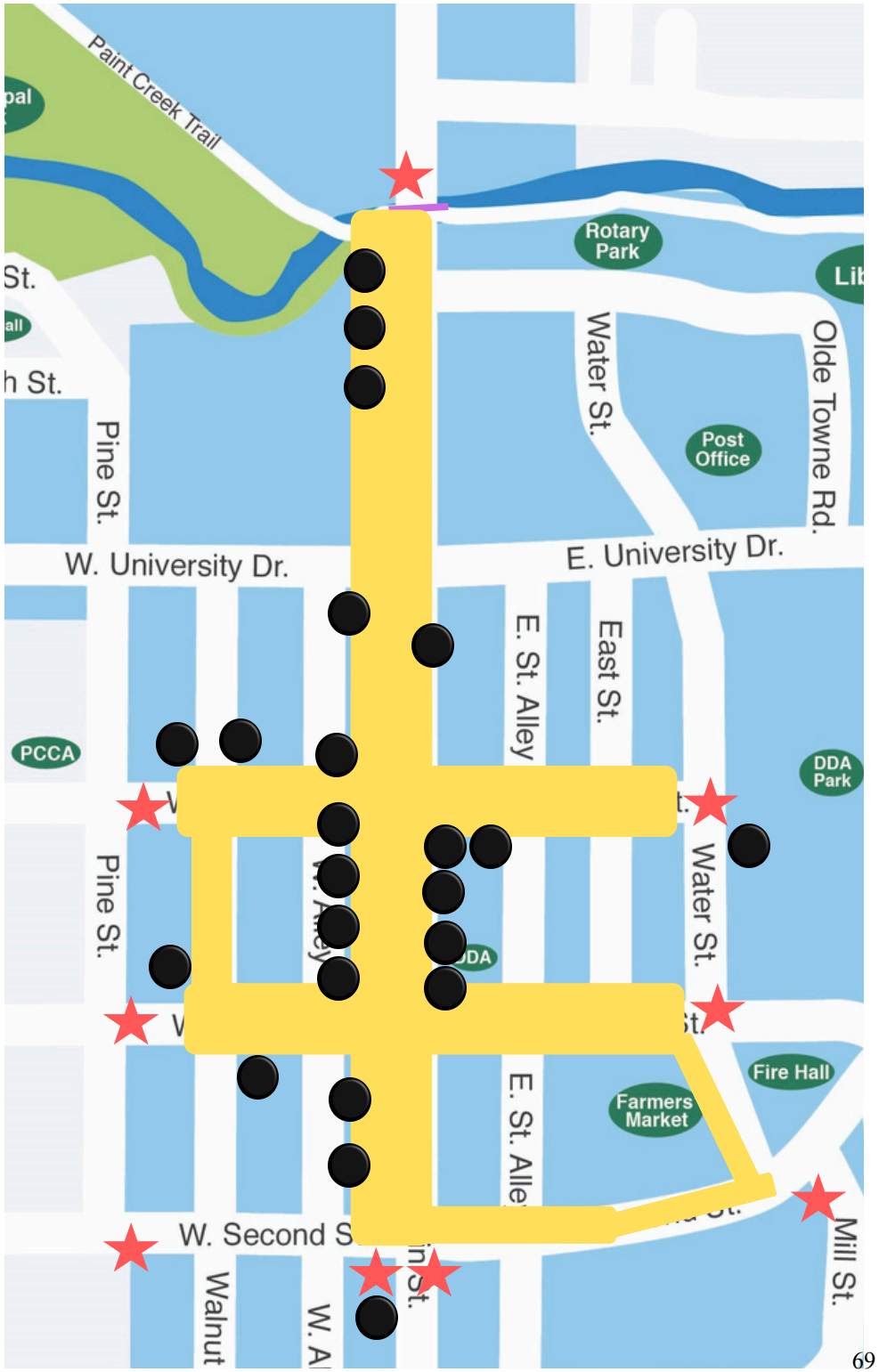
Social District

Qualified Licensee(s)

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Too Ra Loo	139 S. Main Street	239929	Class C/SDM

Total qualified licensees: 23

Downtown Rochester Social District Map



Social District Sign

Eligible Social District Business

Common Area

PROCHESTER 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 4, 2026
To: Nik Banda, City Manager
From: George T. Rouhib Jr., Chief of Police
Subject: Traffic Control Order 26-02

Issue: Request for approval of Traffic Control Order 26-02

Analysis: Based on field observations, as well as feedback received from our officers and community members, the installation of stop signs is recommended at the following locations.

- Northeast corner of Griggs and Pine (westbound approach)
- Southwest corner of Griggs and Pine (eastbound approach)

Approval of this request would establish a four-way stop at the intersection of Griggs Street and Pine Street, creating consistency with the existing traffic control pattern at the intersections of Drace Street and Pine Street and Ferndale Street and Pine Street.

In addition to improving traffic consistency, this location presents unique pedestrian safety concerns. Griggs Street is a residential neighborhood with numerous young children, and a daycare facility is located one block north of Pine Street on Griggs. Memorial Grove Park is located at the end of Griggs Street, where buses regularly drop off visitors and program participants throughout the day. The proposed four-way stop is intended to enhance safety for both motorists and pedestrians in this area.

Requested Action: Review and approve request as presented.

Attachment(s): Traffic Control Order 26-2, City Code Chapter 52-1, Motor Vehicle Code, Area map.

Sec. 52-1. - Adoption of Michigan Vehicle Code

a) The Michigan Vehicle Code, MCL 257.1 through 257.923, as amended and as may be amended in the future, is hereby adopted by reference.

b) Reference in the Michigan Vehicle Code to "local authorities" shall mean the city.

c) The city clerk shall publish this section in the manner required by law and shall publish, at the same time, a notice stating the purpose of the Michigan Vehicle Code and the fact that a complete copy of the code is available to the public at the office of the clerk for inspection.

d) The penalties provided by the Michigan Vehicle Code are adopted by reference; provided, however, that the city may not enforce any provision of the Michigan Vehicle Code for which the maximum period of imprisonment is greater than 93 days, except as provided for in subsection (f) below.

e) In the case of an inconsistency between the provisions of the Uniform Traffic Code as adopted in section 52-2 and the provisions of the Michigan Vehicle Code, as adopted in this section, and the other sections under this chapter, to the extent of the inconsistency, the Michigan Vehicle Code will control over any provisions of the Uniform Traffic Code, and other sections under this chapter, to the extent of the inconsistency, will control over both the Uniform Traffic Code and the Michigan Vehicle Code.

f) Pursuant to MCL 117.3(k) and MCL 117.4i(k), MCL 257.625(1)(c) of the Michigan Vehicle Code by reference is hereby specifically adopted by reference. In addition to probation, costs of prosecution, and any other consequence ordered by the court, a violation of this ordinance is punishable by one or more of the following:(1)

1. Community service for not more than 360 hours.(2)
2. Imprisonment for not more than 180 days.(3)
3. A fine of not less than $200.00 or more than $700.00.

ROCHESTER POLICE DEPARTMENT

400 SIXTH STREET
ROCHESTER, MICHIGAN 48307
PHONE (248) 651-9621
FAX (248) 963-0799
http://www.rochestermi.org

August 4, 2026

To: Nik Banda, City Manager

Fr: George T. Rouhib Jr., Police Chief

Re: Traffic Control Order-26-02 (New Order)

In accordance with the Rochester City Code, Chapter 52, Article 1, the following Traffic Control is hereby ordered:

All traffic traveling west on Griggs Street shall stop at Pine Street.

All traffic traveling east on Griggs Street shall stop at Pine Street.

This TCO is a new order

Approved by_____, on_____,2026
Nik Banda, City Manager

Passed and approved by the Rochester City Council on _____, 2026 and hereby becomes a Permanent Traffic Control Order.

Griggs St
STOP
Griggs St
N Pine St
N Pine S
STOP
N

City of Rochester

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

MEMORANDUM

Date: August 10th, 2026
To: Mayor Jones and Council Members
From: Nicholas Schaefer, Director of Public Works
Jason Dickinson, Superintendent DPW

Subject: Food Waste Recycling Program

Budget Impact: FYE 2026/2027 101-101.000-963.000

Issue: Minimize food waste from entering landfills.

Analysis: The goal of this program is to give residents a way to divert food waste from landfills and turn it into compost, as well as minimize methane emissions.

This program would be in partnership with My Green Michigan (MGM). Please see the attached documents for further explanation of the program and its benefits.

Requested Action: Approval of contract with My Green Michigan (MGM).

Attachment(s):
(1) Program Explanation and Features
(2) Flyer Example
(3) General Services Agreement

ROCHESTER
Where you live.

CITY OF ROCHESTER

Purpose

This memo introduces a new Food Scraps Recycling Program for the City of Rochester, launching in partnership with My Green Michigan (MGM). The program gives residents a convenient way to divert food waste from the landfill and turn it into compost, reducing methane emissions and divert food from landfills. This memo summarizes the service agreement with MGM, program eligibility, in-home collection options for residents, and the planned public rollout.

What the Program Is

The Food Scraps Recycling Program allows residents to collect food scraps at home and drop them off at a City-designated collection point, where My Green Michigan empties the bins and processes the material into nutrient-rich compost. The program is modeled on a similar pilot successfully run by the City of Portage (reference flyer attached), and is provided to participating residents at no additional fee.

Who Can Participate

Participation is limited to Rochester residents. Materials placed in the collection bins should be limited to acceptable food scraps — fruits and vegetables, dairy, bread and grains, meat and bones, eggshells, coffee grounds and tea bags, cooking oil/grease, and BPI-certified compostable products. Glass, metal, plastic, pet waste, and chemically treated napkins/paper towels are not accepted.

There will be clear signage on-site as to what can be composted.

Service Agreement Summary (My Green Michigan)

Service Location	Rochester Department of Public Works (DPW)
Carts	Three (3) 64-gallon carts
Pickup Frequency	Weekly collection
Monthly Service Fee	$342.00
One-Time Setup Fee	$60.00, plus $20.00 per bin
Add-On Services Included	Cart washing and liner service
Contract Terms	Pricing locked for the first year; invoices due within 30 days; carts must be free of glass and contain no more than one gallon of non-compostable material per cart

Full terms and conditions are incorporated by reference at www.mygreenmi.com/terms.

This scaled approach allows the City to launch quickly, monitor participation, and evaluate whether additional drop-off sites are warranted going forward.

In-Home Container Options for Residents

Residents will need a small container to collect scraps at home before transporting them to the DPW drop-off carts. Staff recommends offering residents the following options, consistent with what neighboring communities have successfully used:

Lidded kitchen bowl	A simple covered bowl or container residents likely already own; lowest-cost option, no purchase required.
Countertop compost bin	Purpose-built vented bin (typically 1–2 gallons) designed to reduce odor; available for purchase locally or online.
5-gallon bucket	Larger option well-suited for households generating more scraps or collecting over several days; can be lined for easy cleanup.
Compostable bag liner	BPI-certified compostable bag used inside any container above; scraps and liner can both go into the drop-off cart.
Paper bag or newspaper liner	Low-cost liner alternative that absorbs liquid and keeps the container clean; does not require BPI certification.

Staff recommends the City not purchase or distribute containers directly, but instead provide this guidance to residents so they can use items already on hand or select an option that fits their household.

Public Rollout Plan

- Launch Date: Monday, September 19, 2026
- Kickoff Event: An informational booth at the Downtown Rochester Farmers Market to introduce the program, answer resident questions, and distribute program materials (flyer/FAQ modeled on the attached Portage example).
- Ongoing Communication: Program details, accepted materials list, and drop-off information will be posted to the City website and promoted through the City's regular communication channels.

Requested Action

Staff requests Council's support to move forward with the My Green Michigan service agreement and the September 19 program launch.

In order to comply with the 3 bid RFP, we found no other comparable service and looked into the two below:

Spurt.com - This company recycles compost only.

https://midtowncomposting.com/ They offer weekly **residential** curbside pickup as part of their strategy, so each week you'd put your liner/bucket out, and they pick it up curbside. The site has rates and services; they also do 30-gallon bins.

Information about this program and what can be composted will be shared through social media and will be on the rochestermi.org website.

MyGREEN MICHIGAN | FOOD WASTE RECYCLING

www.mygreenmi.com
office@mygreenmi.com
877-304-5810

GENERAL SERVICES AGREEMENT

This agreement outlines the key details of your food waste collection service with My Green Michigan (MGM). Full Terms & Conditions are available at www.mygreenmi.com/terms and incorporated by reference. By signing below, you agree to both this summary and the full Terms & Conditions.

Service Details

Service Start Date	TBD
Service Location(s)	Rochester DPW
Number of Carts / Pickup Frequency	3 64-gallon Carts
Monthly Service Fee	$ 342.00 Weekly Collection
One-Time Delivery/Setup Fee	$60.00 / $ 20.00 per Bin
Add-On Services (e.g., liners, bin washing)	Cart Washing, Liner Service Included

Key Terms

• Invoices are due within **30 days** of issue. Overdue payments may result in paused service until payment is received.

• Carts **must be free of glass** and contain **no more than** one gallon of non-compostable material per 64-gallon cart. If a cart is contaminated or too heavy to move or tip, it will not be serviced. Fees still apply.

• Service can be rescheduled for reasons such as weather, mechanical issues, holidays, or route changes. We will provide advance notice whenever possible.

• Pricing is locked for the first year. After that, changes may occur with at least 30 days' notice.

• Replacement carts or parts due to excessive damage may incur a fee. Normal wear and tear is covered.

• Full Terms & Conditions are available at www.mygreenmi.com/terms and include additional details on warranties, liability, and other legal provisions.

By signing below, you confirm that you have read and agree to this Service Agreement and the full Terms & Conditions.

Organization Name: City of Rochester

Customer Name:

Date:

Signature:

Title:

MGM Representative: Robb Harper

Date: 5/28/2026

Signature: *Robb Harper*

Title: Business Development

Food Scraps Recycling Program

Turning Your Food Scraps Into Soil

The City of Portage is partnering with My Green Michigan to debut a Food Scraps Recycling Pilot* Program. The program, provided to Portage citizens at no additional fee, is tailored to turn food scraps into rich, nutrient-dense soil for the environment. Diverting food waste to composting has additional benefits, including reducing pollution and landfill waste, and lowering methane emissions. This pilot program is a part of the city's continuous efforts toward sustainability.

Portage citizens can easily recycle food scraps using a container at home, such as a lidded bowl, compostable bag, plastic container, countertop bin, or 5-gallon bucket. Simply visit one of the 10 convenient drop-off locations on your schedule and deposit your scraps into the 64-gallon lime green bins provided. My Green Michigan will empty the collection bins every other Tuesday.

Food scrap recycling has never been easier and more accessible!

If it GROWS it GOES

ACCEPTABLE MATERIALS

- FRUITS & VEGETABLES
- DAIRY PRODUCTS
- TEA BAGS, COFFEE GROUNDS & FILTERS
- BREAD & GRAINS
- NAPKINS & PAPER TOWELS (CHEMICAL FREE)
- MEAT & BONES
- COOKING OIL, GREASE
- EGGSHELLS
- BPI CERTIFIED PRODUCTS

When in DOUBT, leave it OUT!

NON-ACCEPTABLE MATERIALS

- GLASS
- METAL
- PLASTIC
- CONDIMENT PACKAGING
- NAPKINS & PAPER TOWELS WITH CHEMICALS
- PET WASTE

How to Participate



1. Place your kitchen pail in a convenient location in your kitchen and choose an optional liner (newspaper, paper bag, compostable bag).
2. Toss all acceptable food scraps in the kitchen pail.
3. Empty your kitchen pail (and your compostable liner) into the specially marked lime green bins located at one of the ten drop off locations.

Drop Off Locations



WESTFIELD PARK: 4500 West Milham Avenue
HARBOR WEST PARK: 3458 Summersong Path
MARLOW STREET CUL-DE-SAC: Adjacent to Haverhill Elementary
PORTAGE CREEK BICENTENNIAL PARK: 910 East Milham Avenue
LAKEVIEW PARK: 9345 Portage Road
OAKLAND DRIVE PARK: 7600 Oakland Drive
RAMONA PARK: 8600 South Sprinkle Road
WEST LAKE NATURE PRESERVE: 9001 South Westnedge Avenue
SCHRIER PARK: 850 West Osterhout Avenue
LEXINGTON GREEN PARK: 4750 Pittsford Street

BPI Certified Products

BPI Certified food service items (e.g., bags, cups, cutlery, wrappers, pouches, containers) are fully compostable. Look for the BPI Certification Mark to determine whether an item meets compostability standards. When choosing a liner for your kitchen pail, be sure to use newspaper or a paper bag, or a compostable bag with the BPI Certification Mark. Visit ***bpiworld.org*** for more information about compostability standards and certification.

Questions? Please call visit ***portagemi.gov/933*** or call the Department of Public Works at 329-4444.
See reverse for Frequently Asked Questions.

*This pilot program will run through December 2025, after which the city will evaluate results and determine the future of the program.

Food Scraps Recycling Program

Frequently Asked Questions

Q. How do I collect food scraps in my home?

A. Use a kitchen pail (e.g., a large bowl with a lid, a compostable bag, a countertop compost bin, a 5-gallon bucket, etc.) big enough to hold a day or two of food scraps.

Pro Tip Keep extra smelly scraps, like meat, in the refrigerator or freezer until you're able to drop off your scraps.

Pro Tip Line your kitchen pail with newspaper or a paper bag, which will absorb liquid and help keep your kitchen pail clean.

Q. Where can I drop-off my food scraps?

A. Flip this flyer to find 10 convenient drop-off locations featuring 64-gallon lime green bins.

Pro Tip Most drop-off bins are located in city parks, open daily from 7 AM to dusk. Plan your visit accordingly!

Q. Will the 64-gallon bins in the parks attract animals?

A. As long as the lid to the bin is closed after use, animals will not be able to access the bins. City staff will monitor the bins at the 10 drop-off locations.

Q. How do food scraps become compost?

A. Check out the "How It's Made: Compost" video on the My Green Michigan website by scanning this QR code.

Q. Why should I participate?

A. By recycling your food scraps, you're contributing to a cleaner, greener future for everyone!

Reduce Waste Divert food scraps from landfills and reduce overall waste, helping to extend the life of landfills.

Support Sustainability Recycled food scraps are turned into nutrient-rich compost, which can enrich soil and support local agriculture.

Cut Emissions Decomposing food in landfills produces methane, a potent greenhouse gas. Recycling food scraps helps lower these harmful emissions.

Protect the Environment Composting helps improve soil health and reduces the need for chemical fertilizers, benefiting ecosystems.

Q. Is this program the same as yard waste composting?

A. Not exactly. Both processes aim to recycle organic material into nutrient-rich compost, but differ in the types of materials they accept and how they are processed. Our Food Scraps Recycling Program is specifically designed for items like fruit and vegetable scraps, coffee grounds, eggshells, meat, and dairy (see reverse for a list of acceptable materials). Yard waste composting focuses on plant-based materials such as leaves, grass clippings, branches, and garden trimmings. These materials break down differently, and combining them improperly can disrupt the composting process.

City of Rochester

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

MEMORANDUM

Date: July 28, 2026
To: Nik Banda, City Manager
From: Marcy Moriwaki, Deputy Finance Director / Deputy Treasurer
Subject: Water & Sewer Rate Proposal

BACKGROUND:

In coordination with Raftelis (the City's rate consultant), the Asset Committee, and City staff, an annual review of the City's water and sewer rate structure was completed.

The analysis identified the need for moderate adjustments to the commodity and infrastructure rates for both the City Well system and GLWA (Great Lakes Water Authority) customers, along with corresponding city-wide sewer rate changes.

PRESENTATION:

Collin Drat, Vice President Raftelis – Water and Sewer Rate Update

SUMMARY OF PROPOSED RATE CHANGES:

The estimated impact of the proposed changes is as follows:

Proposed Rates for Effective Date: 9/1/2026					
Rochester Well Usage / Quarter		$ Change / Quarter	% Change/ Quarter	Annualized Change	Monthly Change
15	Low	$10.67	5.5%	$42.68	$ 3.56
30	Med	$15.17	5.5%	$60.68	$ 5.06
60	High	$24.17	5.4%	$96.68	$ 8.06
100	Very High	$36.17	5.4%	$144.68	$ 12.06

GLWA Usage / Quarter		$ Change / Quarter	% Change/ Quarter	Annualized Change	Monthly Change
15	Low	$14.01	5.4%	$56.04	$ 4.67
30	Med	$21.96	5.3%	$87.84	$ 7.32
60	High	$37.86	5.3%	$151.44	$ 12.62
100	Very High	$59.06	5.3%	$236.24	$ 19.69

ROCHESTER
Where you live.

COMPARATIVE ANALYSIS:

The case studies below are for two sample residential accounts (Well Water and GLWA) which illustrate the impact of rate changes on actual bills.

For example:
City Well account (30 cf/quarter): Increase of $15.17 per quarter (5.5%)
GLWA account (30 cf/quarter): Increase of $21.96 per quarter (5.3%)

3XX LINWOOD
Well Water Example

4/16/26 - 7/16/26

	9/1/2025 RATES				9/1/2026 PROPOSED RATES				
	RATE	USAGE	FLAT FEE		RATE	USAGE	FLAT FEE		
SEWER FLAT INFRASTRUCTURE			$ 27.21	$ 27.21			$ 27.21	$ 27.21	0%
SEWER READY TO SERVE			$ 41.18	$ 41.18			$ 43.44	$ 43.44	5%
SEWER USAGE	4.06	30		$ 121.80	4.28	30		$ 128.40	5%
SEWER USAGE INFRASTRUCTURE	0.24	30		$ 7.20	0.24	30		$ 7.20	0%
WATER FLAT INFRASTRUCTURE			$ 31.40	$ 31.40			$ 34.85	$ 34.85	11%
WATER READY TO SERVE			$ 9.26	$ 9.26			$ 9.72	$ 9.72	5%
WATER USAGE	1.06	30		$ 31.80	1.11	30		$ 33.30	5%
WATER USAGE INFRASTRUCTURE	0.25	30		$ 7.50	0.28	30		$ 8.40	12%
				$ 277.35				$ 292.52	
					QUARTERLY IMPACT OF CHANGE			$	15.17
					ANNUALIZED IMPACT OF PROPOSED CHANGE			$	60.68
								$ 1,170.08	$ 60.68

5.5%

1XXX Miners Run
GLWA Example
4/16/26 - 7/16/26

	9/1/2025 RATES				9/1/2026 PROPOSED RATES				
	RATE	USAGE	FLAT FEE		RATE	USAGE	FLAT FEE		
SEWER FLAT INFRASTRUCTURE			$ 27.21	$ 27.21			$ 27.21	$ 27.21	0%
SEWER READY TO SERVE			$ 41.18	$ 41.18			$ 43.44	$ 43.44	5%
SEWER USAGE	4.06	30		$ 121.80	4.28	30		$ 128.40	5%
SEWER USAGE INFRASTRUCTURE	0.24	30		$ 7.20	0.24	30		$ 7.20	0%
WATER FLAT INFRASTRUCTURE			$ 31.40	$ 31.40			$ 34.85	$ 34.85	11%
WATER READY TO SERVE			$ 6.90	$ 6.90			$ 7.25	$ 7.25	5%
WATER USAGE	5.62	30		$ 168.60	5.9	30		$ 177.00	5%
WATER USAGE INFRASTRUCTURE	0.25	30		$ 7.50	0.28	30		$ 8.40	12%
				$ 411.79				$ 433.75	
					QUARTERLY IMPACT OF CHANGE			$	21.96
					ANNUALIZED IMPACT OF PROPOSED CHANGE			$	87.84
								$ 1,735.00	$ 87.84

5.3%

Additionally, the attached rate snapshot (TABLE 1) illustrates the last five years of water and sewer rates and the latest proposal.

REQUESTED ACTION:

Approve the attached Resolution adopting revised water and sewer rates effective September 1, 2026, as recommended by the Asset Management Committee at its July 22, 2026 meeting.

ATTACHMENT(S):

Water and Sewer Rate Update
TABLE 1 - Sewer & Water Rate Snapshot
RESOLUTION

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City of Rochester

Water and Sewer Rate Update

August 10, 2026

RAFTELIS





Agenda

1. **Background**
2. **Rate Setting Process**
3. **Rate Recommendations**
4. **Q&A**

City delivers safe and reliable utility service to support health, safety and economic vitality

24/7/365

For about 2 pennies per gallon

Background

1. City Utilities
   a. Two Water Systems: Great Lakes Water Authority, Well
   b. One sewer system
2. City's Rates Recover:
   a. Operating Costs
   b. Infrastructure Costs
3. City's rates include
   a. Usage Charges – per hundred cubic feet (~750 gallons) used
   b. Fixed charges – per quarter based on meter size
4. City reviews rates annually with the goal of smooth, predictable rate adjustments





Rate Update Process

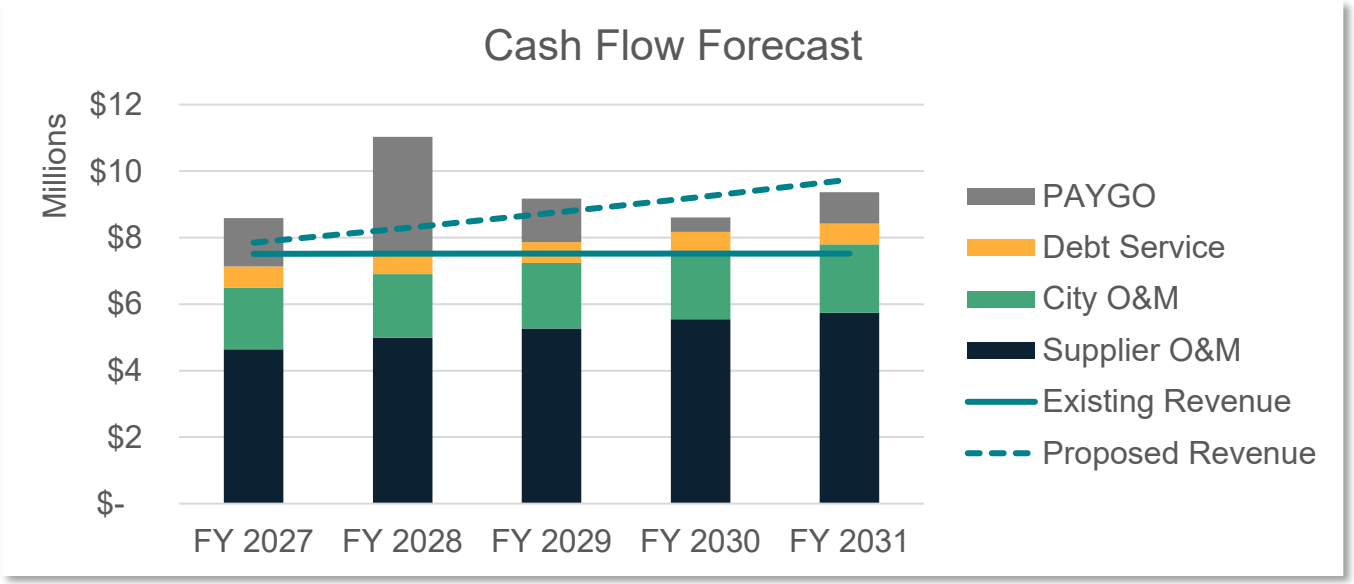
- Purpose: provide a long-term view of funding for safe and reliable service (“hands on the wheel”)

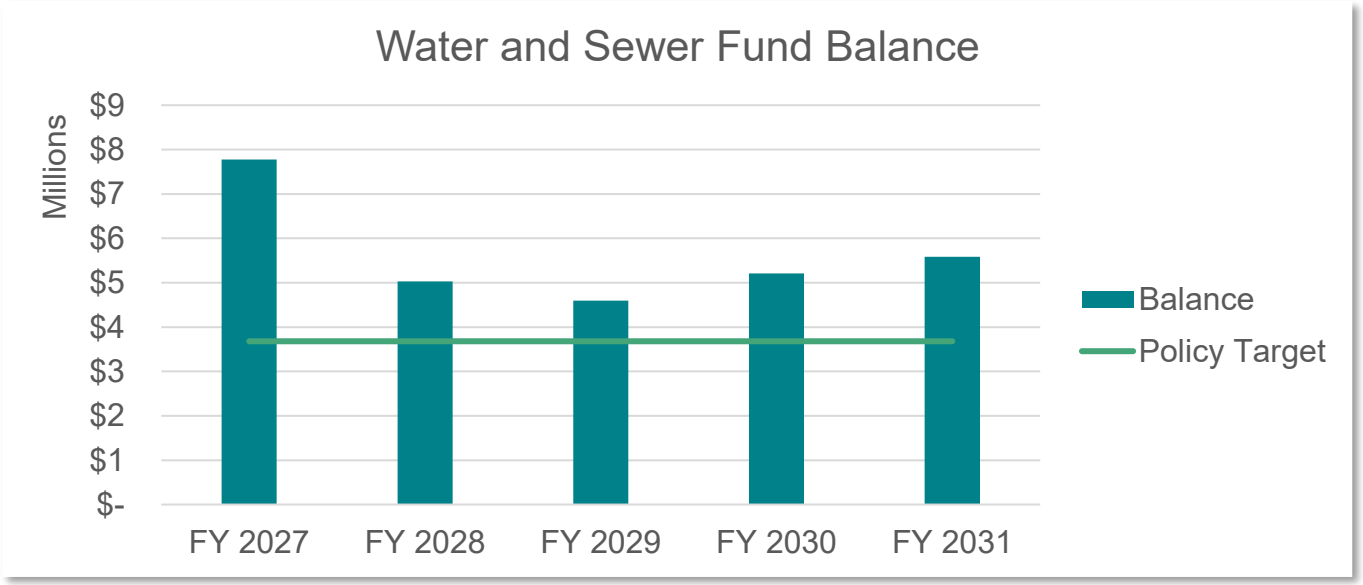
- 3 Step Process:
  1. Forecast Baseline Revenues
  2. Forecast Expenses
  3. Assess Revenue Sufficiency

- Considerations:
  - Regional service from GLWA, Oakland County
  - Utility Service is Capital Intensive
  - Forecasts not “set in stone”, but revied annually

Recommendations

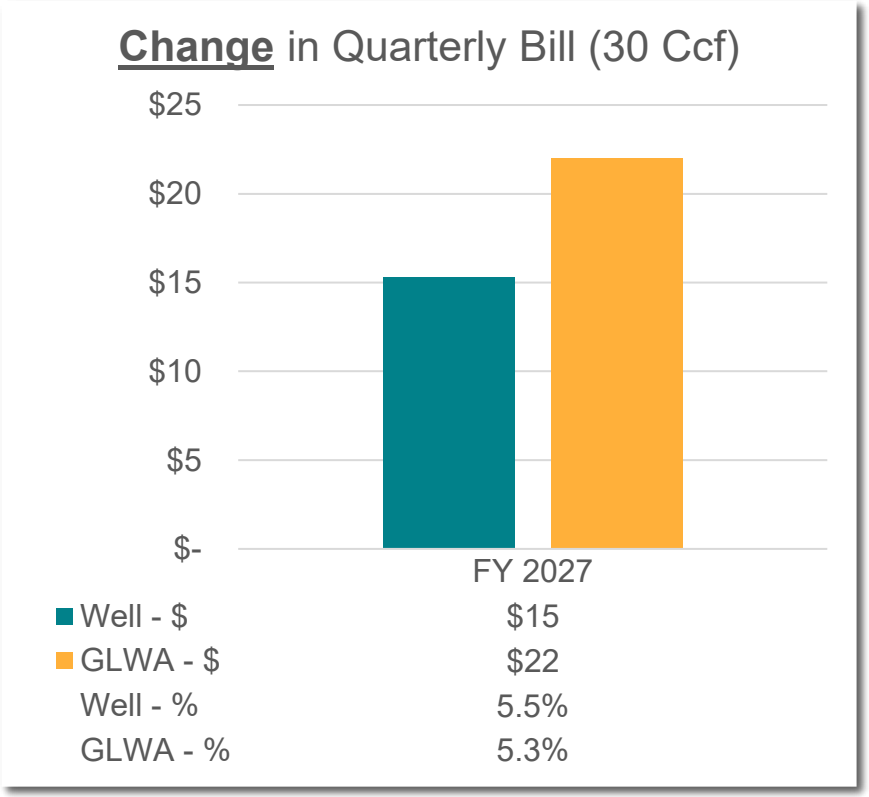
1. Assumptions
   a. Growth – Flat
   b. Operating
      i. GLWA: 7% per Year
      ii. Oakland County: 6% per year
      iii. All Other: 3% per year
   c. Capital:
      i. $7.6MM over 5 years
      ii. Includes 3% construction cost inflation
2. Recommendations:
   a. Increase operating rates to keep pace with supplier increases
   b. Increase water infrastructure charges
   c. No change to sewer infrastructure charges
   d. Impacts for 30 Ccf User
      i. Well: ~$15 per quarter (+5.5%)
      ii. GLWA: ~$22 per quarter (+5.3%)





Recommendations

1. Effective September 1, 2026
2. Impact:
   a. Impacts of ~5% for FY 2027 for 30 Ccf customer
   b. Similar impacts anticipated for FY 28-31
   c. Similar to national trends, less than suppliers
3. Considers, but does not fully fund, Ironwood Project (anticipated FY 2032)
4. Customer Resources:
   a. Leak Alarm
   b. Irrigation Meter Program
   c. WRAP Program




Q&A

TABLE 1

SEWER & WATER RATE SNAPSHOT

WATER (City Well & GLWA)	EFFECTIVE DATE				PROPOSED
City Well Water	**9/1/2022**	**9/1/2023**	**9/1/2024**	**9/1/2025**	**9/1/2026**
Water Usage Rate	$1.00	$1.00	$1.00	$1.06	$1.11
Water Ready to Serve (Quarterly)	$8.78/per MEU	$8.78/per MEU	$8.78/per MEU	$9.26 /per MEU	$9.72 /per MEU
Infrastructure Fixed Rate (Quarterly)	$25.62/per MEU	26.91/per MEU	29.07/per MEU	$31.40 /per MEU	$34.85 /per MEU
Infrastructure Variable Rate (Quarterly)	$0.20/per unit	$0.21/per unit	$0.23/per unit	$0.25 /per unit	$0.28 /per unit
GLWA Water	**9/1/2022**	**9/1/2023**	**9/1/2024**	**9/1/2025**	**9/1/2026**
Water Usage Rate	$5.33	$5.33	$5.33	$5.62	$5.90
Water Ready to Serve (Quarterly)	$6.54/per MEU	$6.54/per MEU	$6.54/per MEU	$6.90 /per MEU	$7.25 /per MEU
Infrastructure Fixed Rate (Quarterly)	$25.62/per MEU	$26.91/per MEU	$29.07/per MEU	$31.40 /per MEU	$34.85 /per MEU
Infrastructure Variable Rate (Quarterly)	$0.20/per unit	$0.21/per unit	$0.23/per unit	$0.25 /per unit	$0.28 /per unit

	EFFECTIVE DATE				PROPOSED
SEWER (City-Wide)	**9/1/2022**	**9/1/2023**	**9/1/2024**	**9/1/2025**	**9/1/2026**
Sewer Usage Rate	$3.40	$3.61	$3.83	$4.06	$4.28
Sewer Ready to Serve (Quarterly)	$34.57/per MEU	$36.65/per MEU	$38.85/per MEU	$41.18 /per MEU	$43.44 /per MEU
Infrastructure Fixed Rate (Quarterly)	$24.90/per MEU	$25.65/per MEU	$26.42/per MEU	$27.21 /per MEU	$27.21 /per MEU
Infrastructure Variable Rate (Quarterly)	$0.21/per unit	$0.22/per unit	$0.23/per unit	$0.24/per unit	$0.24/per unit
	*** Effective: 9/1/2022**	*** Effective: 9/1/2023**	*** Effective: 9/1/2024**	*** Effective: 9/1/2025**	*** Effective: 9/1/2026**

RESOLUTION REGARDING WATER AND SEWER RATES AND CHARGES

WHEREAS, the Sec 54-205 provides that water and sewer rates and charges shall be established by City Council resolution; and

WHEREAS, the City Council has reviewed the costs and fees proposed by the Administration and has determined that such fees are appropriate.

NOW THEREFORE, BE IT RESOLVED by the Rochester City Council that the following fee schedule is approved:

(1) *Water rate schedule.* The following schedule of water rates is hereby established:

a. City well customers (one unit is equal to 100 cubic feet (cf)):

Water usage rate:	$1.11/per 100 cf
Water ready-to-serve rate (quarterly):	$9.72/per MEU*
Infrastructure fixed rate (quarterly):	$34.85/per MEU*
Infrastructure variable rate (based on usage):	$0.28/per 100 cf

b. Great Lakes Water Authority water customers (one unit is equal to 100 cubic feet (cf)):

Water usage rate:	$5.90/per 100 cf
Water ready-to-serve rate (quarterly):	$7.25 per MEU*
Infrastructure fixed rate (quarterly):	$34.85/per MEU*
Infrastructure variable rate (based on usage):	$0.28/per 100 cf

(2) *Sewer rate schedule.* The following schedule of sewer rates is applicable to all customers (sewer usage is equal to the volume of water billed less any flow from an irrigation meter (if installed)):

Sewer usage rate:	$4.28/per 100 cf
Sewer ready-to-serve rate (quarterly):	$43.44/per MEU*
Infrastructure fixed rate (quarterly):	$27.21/per MEU*
Infrastructure variable rate (based on usage):	$0.24/per 100 cf

*MEU (meter equivalent unit). The standard meter size for a single-family residential home ranges from one-half inch to one inch in size. Meters larger than one inch in size are assessed accordingly for the larger volume of water usage in comparison to a single-family dwelling. Accordingly, each meter size is assigned a multiplier as noted on the table below:

Meter Size**	MEU Multiplier
½"	1
⅝"	1
¾"	1
1"	1
1½"	2.25
2"	4
3"	9
4"	16
5"	36
6"	36
8"	36
(Compound meters will be at the higher diameter used)	

** Any size meter not listed above will be rounded up to the next size listed.

(3) *Sewer pre-treatment surcharges for commercial and industrial customers.* The following charges are added to the sewer bills of commercial and industrial customers, in addition to those set forth above:

a. *Fixed charges.*

Meter Size**	Charge Per Bill
⅝"	$12.18
¾"	$18.27
1"	$30.45
1½"	$66.99
2"	$97.44
3"	$176.61
4"	$243.60
6"	$365.40
8"	$609.00
(Compound meters will be at the higher diameter used)	

** Any size meter not listed above will be rounded up to the next size listed.

b. *Pollutant charges.* Industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described below shall pay additional charges, as set forth and adjusted from time to time by the GLWA, as follows:

Pollutant surcharge rate per excess pound	Charge $/lb.
Biochemical oxygen demand (BOD) in excess of 275 mg/l	$0.427
Total suspended solids (TSS) in excess of 350 mg/l	$0.572
Phosphorus (P) in excess of 12 mg/l	$8.249
Fats, oil and grease (FOG) in excess of 100 mg/l	$0.137

(4) *Temporary fire hydrant.*

Basic service connection $50.00

Deposit for temporary meter $350.00

BE IT FURTHER RESOLVED that the above fee schedule shall be incorporated into a master fee schedule, as may be adopted by the City Council from time to time, and shall have immediate effect [and shall become effective on September 1, 2026.

Made and passed this __10h__ day of August 2026.

CERTIFICATION

I, Brian D'Annunzio, the duly authorized Clerk of the City of Rochester, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Rochester City Council on July 28, 2025.

_____

Brian D'Annunzio, City Clerk

City of Rochester

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

MEMORANDUM

Date: August 10th, 2026
To: Mayor Jones and Council Members
From: Nicholas Schaefer, Director of Public Works
Jason Dickinson, Superintendent DPW

Subject: Improvements to Water Plant

Budget Impact: FYE 2026/2027 592-537.000-932.100

Issue: Well #2 is due to having pump overhaul and cleaning.

Analysis: The City Staff would like to have Peerless Midwest Inc perform this work. They recommend rebuilding the pump and cleaning of the casing every ten years. The pump currently is producing 12% below its rated capacity. There are 5 total pumps at the plant.

The rebuild of pump #2 is in this year's budget.

Peerless Midwest Inc has worked in the past and has proven to provide excellent service and always in a timely manner. Our recommendation is to have Peerless Midwest Inc perform the rebuild of well #2.

Requested Action: Approval of the work and cost of in the amount of $59,987.00 to Peerless Midwest.

Attachment(s): (1) Memo
(2) Proposals * Peerless Midwest Inc $59,879.00
* Northern Pump and Well $62,111.00

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PEERLESS MIDWEST INC

QUOTATION

City of Rochester
400 Sixth St.
Rochester, MI 48308

QUOTE # DLC 2026-0721-3

Attn: Mr. Cory Bendick

DATE July 21, 2026

REFERENCE **Well No. 2 Rehab and Pump Overhaul**

Mobilize to site with 2 man crew, cleaning tank, pump hoist rig, support truck, fittings and chemicals. Set up and conventionally in place clean the well for four (4) days. After the cleaning we will pull the pump and bring to our warehouse facility for teardown and inspection. A report with our findings will be provided.	$23,500.00
Shop and machine labor to teardown pump, repair pump head, assemble pump, and stage pumping equipment	$6,240.00
Pump replacement parts - new pump bowl, stainless steel shafting complete with couplings and sleeves, threaded and coupled column pipe, new stuffing box bearing, new head and motor shaft, airline, gauges, misc. fittings and consumables	$18,582.00
25 hp motor overhaul - load test, dip and bake the windings, change upper and lower bearings, grease, paint and assemble motor.	$4,025.00
Labor to return to site, set pump, test, disinfect the well and coordinate samples with Cory	$6,240.00
Televise well	$1,400.00
Note: This proposal is assumed to be worst case scenario with everything new from the pump discharge head down and a standard overhaul of the motor.	
Total:	**$59,987.00**

ACCEPTED BY _____

TITLE _____

DATE _____

PEERLESS-MIDWEST, INC.

DC Coulier

DC Coulier, Project Manager

NORTHERN PUMP & WELL
Doing it Right

6837 W. Grand River Ave.
Lansing, MI 48906

City of Rochester
Attn: Cory Bendick
400 Sixth Street
P. O. Box 10
Rochester, MI 48307

Proposal

Date	Proposal #
7/20/2026	26-Q3664

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this quote for Pump #2			
The following is based upon a "worst case" scenario.			
Labor, Mobilization, Demobilization, Run efficiency test, Pull Pump	24	255.00	6,120.00
25 HP Motor Repair, Rewind, Clean and Check & New Bearings	1	2,984.00	2,984.00
Sand blast Clean and paint head	1	312.50	312.50
Stuffing box repair 3 1/2 x 1 1/2 Bronze	1	242.00	242.00
8" x 4'11-1/4" Top Column	1	521.04	521.04
8" x 9'11-1/4" Inter Column	7	733.20	5,132.40
8" x 4'11-1/4" Bottom Column	1	521.04	521.04
8" x 10' Suction Pipe	1	732.35	732.35
1" SST Shaft w/coupling Head Shaft	1	304.20	304.20
1"" x 10' SST Shaft w/Sleeves & coupling	7	382.20	2,675.40
1-3/16" x 5' SST Shaft w/coupling Bottom Shaft	1	304.20	304.20
8" x 2" Drop-in SST Spiders	8	218.40	1,747.20
1/4 inch Air Line	83	1.50	124.50
1 inch Stilling Tube, SDR21 PVC, per ft	80	2.00	160.00
Pressure gauge and fittings	1	50.00	50.00
Air line gauge and fittings	1	50.00	50.00
Bolts, Air Line Fittings, Paint and Miscellaneous supples, hole in wall and install drain line for stuffing box	1	212.17	212.17
Pump Bowl new 800 GPM @ 72 TDH, 12FMC, 1 Stage Stainless Steel Impellers & fitted	1	5,086.00	5,086.00
Video Log with a copy given to the customer	1	1,750.00	1,750.00
Labor, Mobilization, Demobilization, Set Pump, Chlorinate well, Run a post efficiency well and pump test	30	255.00	7,650.00
Chemical well cleaning: - Cleaning labor (est. 38 hrs.) - Cleaning equipment - Hydrochloric acid w/inhibitors (165 gal.) - Acid enhancer (1 gal.) - Soda Ash (5 bags) - Post cleaning video - Sodium Hypochlorite (3 gal.)	1	25,432.00	25,432.00
This a "worst case" scenario.			

If you have any questions, feel free to call 877-477-1757 or 517-322-0219 **Total**

NORTHERN PUMP & WELL
Doing it Right

6837 W. Grand River Ave.
Lansing, MI 48906

City of Rochester
Attn: Cory Bendick
400 Sixth Street
P. O. Box 10
Rochester, MI 48307

Proposal

Date	Proposal #
7/20/2026	26-Q3664

Description	Qty	Rate	Total
Note: Should conditions change and additional work be required, beyond the original scope of this project, our standard hourly rates will apply. If this occurs, Northern Pump & Well shall consult with you prior to the additional work being performed. Signature:_____ Date: _____ Purchase Order No. (if required):_____ * If this proposal meets your approval, please sign / date and return to fax number: 1-517-322-0135			
If you have any questions, feel free to call 877-477-1757 or 517-322-0219		**Total**	$62,111.00

City of Rochester

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Cemetery Advisory Board Agenda
August 3, 2026

1. Call to Order
2. Approval of Minutes
3. Public Comment
4. Review of cemetery ordinance
5. Plan for fundraising event
6. Design work thus far and process going forward
7. Cost estimates and quoting thus far and plan going forward
8. Adjournment

City of Rochester

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PRINCIPAL SHOPPING DISTRICT BOARD MEETING AGENDA

Members: Patti Eisenbraun, Paul Haig, Lonna Harlow, Jill Lutz, Karen Malsbury, Phil Munroe & Lynn Oates

Downtown Collaboration Studio, 431 S. Main	**August 5, 2026**	**5:30 pm**

1. Call to Order

2. Roll Call

3. General Business

    a. DDA Staff Update
    b. Request for Recommendation – Rochester Posed
    c. Request for Recommendation – Downtown Trick-or-Treat and Halloween Fest
    d. Holiday Event Updates
        - Cookie Stroll
        - Festival of Trees
        - Lagniappe/The Big, Bright Light Show
        - Kris Kringle Market
    e. Market + The Graham Update

4. Reports

    a. PSD Financial Report
    b. Events & Marketing Update
    c. Executive Director Report

5. Miscellaneous

6. Adjourn

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PLANNING COMMISSON
REGULAR MEETING AGENDA

Chair Richard Kendziuk
Vice Chair & Council Member Christian Hauser
Mayor Debbie Jones
Members: Daniel Bachmann, David Berletich, Jenna Campbell, David Hardin, Laura Murphy & Matthew Stone

See Attached Document for Virtual Meeting Instructions

400 Sixth Street	**August 5, 2026**	**7:00 PM**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
   - A. Consideration of the Minutes of the Regular Meeting of July 6, 2026.
5. Public Hearings
   - A. Notice of Public Hearing: 134 S. Main St: Site Plan Review for Facade Modification.
   - B. Notice of Public Hearing: 139 Romeo: Site Plan Review & Special Exception Related to Parking.
   - C. Notice of Public Hearing: 530 Pine St Site Plan Review
6. Considerations:
   - A. Consideration of 118 W 3rd St: Special Project & Site Plan Review. Request to Set Public Hearing.
   - B. Consideration of 326 Albertson St: Site Plan and Special Project Review.

C. Consideration of 333 S. Main: Request for Payment in Lieu of Parking. Request to Set a Public Hearing.

D. Consideration of 1120 N. Main St: Site Plan Review for Facade Modification. Request to Set a Public Hearing.

7. Miscellaneous

8. Public Comment

9. Adjourn

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

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FINANCE & BUDGET COMMITTEE MEETING AGENDA

Debbie Jones, Stuart Bikson, Marilyn Trent, Nik Banda, Anthony Moggio, Marcy Moriwaki,

400 Sixth Street	**Friday, August 7, 2026**	**8:30 am**

1. Water & Sewer Rate Sneak Peek
2. Policy Submission for Review, discussion next meeting
3. Master Fee Schedule Follow Up, Rental Inspection & ALS/BLS Rate Change
4. Park Permit for Dogs and Dogs in Cemetery Proposal Follow-up
5. Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award (highest form of recognition in governmental budgeting)
6. CHANGE Request to next subcommittee Meeting: **September 18, 2026, 8:30 am**

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