



Love local
ROCHESTER 

**Rochester Downtown
Development Authority**

Downtown Collaboration Studio
431 S. Main Street
Rochester, MI 48307
248.656.0060
DowntownRochesterMI.com

**Regular Meeting Agenda
Wednesday, October 18, 2023, 7:00 pm
Rochester Municipal Building, 400 Sixth Street**

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes – September 20, 2023
4. Audience Comments
 - A. Presentation of Donation – Italian Happening Car Show
5. Liaison Reports
 - A. City Council – Marilyn Trent
 - B. Chamber of Commerce – Lisa Swiftney
 - C. Historical Commission – Don Sienkiewicz
 - D. Principal Shopping District – Paul Haig
6. General Business Agenda Items
 - A. Cannabis Ballot Issue – Mayor Bikson
 - B. Front Porch Project Update – Ben Giovanelli
 - C. SMART Transit Update – Nik Banda/Kristi Trevarrow
 - D. Lease Renewal for Downtown Collaboration Studio – Ben Giovanelli
 - E. Downtown Gift Certificate Match Program – Kristi Trevarrow
 - F. Holiday Events Update – Kristi Trevarrow
7. Receipt of Regular Reports
 - A. Executive Director Update
 - B. Events & Marketing Update
 - C. Financial Report for DDA
 - D. Business Development Committee
 - E. Site Development Committee
8. Miscellaneous

The next regular meeting of the Rochester DDA will be held on Wednesday, November 8, 2023.

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Downtown Development Authority
Regular Meeting Minutes

Wednesday, September 20, 2023
Rochester Municipal Building, 400 Sixth Street
7:00 p.m.

1) Call to Order

The regular meeting of the Downtown Development Authority Board of Directors was called to order by Chairman Ben Giovanelli at 7:00 p.m.

2) Roll Call

Board Members Present:	Chairman Ben Giovanelli, Paul Haig, Roger Knapp, Tonia Carsten, Tony Lipuma, Bob Bloomingdale, Lisa Germani Williams
Board Members Absent:	Mayor Stuart Bikson, Erik Diana, Chris Johnson
Council Liaison Present:	Marilyn Trent
Chamber Liaison Present:	Lisa Swiftney
Historical Commission Liaison Present:	Don Sienkiewicz
PSD Liaison Present:	Paul Haig
DDA Executive Director Present:	Kristi Trevarrow

3) Approval of Meeting Minutes

Regular Meeting Minutes – July 19, 2023

Motion By:	Paul Haig to approve the July 19, 2023 Regular Meeting Minutes as presented.
Second By:	Bob Bloomingdale
In Favor:	All
Opposed:	None
Motion Passed	

4) Audience Comments

There were no audience comments.

5) Liaison Reports

A. City Council

Marilyn Trent highlighted the following from the August 14th, August 28th, and September 11, 2023 City Council meetings:

- Council approved the application for a Department of Labor and Economic Opportunity (LEO) Grant for the Community House.
- Mayoral appointments were made to the Parking Advisory Committee and the City Beautiful Commission.

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- Council sent back a proposal to prepare a revised Parks and Recreation Master Plan.
- The Police/School Liaison Officer Budget for 2023-2024 school year was approved.
- The bid was approved for Hutch Paving, Inc. for the 2023 Road Mill and Fill program.
- A public hearing was held for the Granary, 303 East University – special project and site plan review, as well as boundary modification.
- Council approved the Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Contract for FYE 2024.
- A Parks Master Plan Visioning Session for Elizabeth Park will be held on 09/23/2023 from noon to 3:00 p.m. (drop-in) on Elizabeth Street, across from the Royal Park Hotel.

B. Chamber of Commerce

- The Chamber of Commerce will hold its annual Sunrise Pinnacle Awards on October 6, 2023 from 7:30 p.m. to 10:00 p.m. at the Rochester Hills Banquet Center.
- The Chamber is beginning to plan and line up sponsors and volunteers for the annual Hometown Christmas Parade.

C. Historical Commission

Don Sienkiewicz stated that the Commission will be meeting next week. He reported that the Heritage Festival was very successful. The Astronomical Society was a huge hit with both children and adults. The car show was also successful. There was a lot of family involvement. The Commission continues to explore ways to reduce costs in the future.

D. Principal Shopping District

Paul Haig reported that the downtown currently has a 97% occupancy rate. A lot of businesses are moving in and the businesses are pleased with the support of the DDA. PSD will be forwarding applications for Kris Kringle Market and Lagniappe to Chief Rouhib and City Council soon.

6) General Business Agenda Items

A. Presentation of Bill Lipuma Community Spirit Award Recipients

Over thirty-five nominations were received for the 2nd Annual Bill Lipuma Community Spirit Award. The purpose of the award is to recognize a member of our downtown community that embodies the pride, spirit, and love of Downtown Rochester that Bill demonstrated every single day.

Following are the winners of the 2023 Bill Lipuma Community Spirit Award:

- 1) Paul Haig, owner, Haig's of Rochester, 311 S. Main Street; and
- 2) Linda Rea, owner, The Linda Rea Team of Real Estate One, 1002 N. Main Street

B. City & Economic Development Update

Chairman Giovanelli shared that a group has obtained the required number of signatures to place two ballot initiatives on the ballot for the November 7, 2023 election. Both proposals are related to the establishment of three locations for retail marijuana in the DDA district. City Manager Nik Banda explained the process and criteria involved.

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Mark Sera, 55 Perrydale Street, Rochester Hills requested further additional information about the process involved and what the community can do.

Kay Johnson, 137 N. Alice Street, Rochester, asked about the impact of cannabis establishments in Oxford. She stated that it is important that the residents participate in the election on November 7th.

City Manager Nik Banda also provided an update on developments happening in and around downtown as follows:

- Bitter Tom’s
- Eastman
- Saint 1881 (coffee area)
- Catching Fireflies
- Custom jewelry shop at the former Beauty Vault location
- Real estate office in the Arterra space
- Real estate office in the former Zoot space
- Moon River
- Fed Ex
- Mocer/Rewold project approved by City Council
- Rewold building in front of the headquarters
- Collision shop and cleaners property
- LoChirco project on Diversion Street
- Milltown site
- Ratatouille (children’s cooking class) at the former Shamrock site
- Andy Sakmar site
- Mill and fill projects will be completed shortly

C. Consideration of Sick/Leave Time Additions for Staff

As discussed during budget workshops, the DDA/PSD employees do not receive the same sick/leave time allotments as City of Rochester employees. Both the DDA and PSD Board requested information about the benefits not currently extended to DDA/PSD employees so that they could be added to match those received by City employees.

City employees currently receive sick leave accrual of eight (8) hours per month, two (2) floating holidays per year (for a total of 16 hours), and forty (40) hours of personal leave.

Motion By:	Paul Haig to authorize for DDA employees the addition of sick leave accrual of eight (8) hours per month, two (2) floating holidays per year (for a total of 16 hours), and forty (40) hours of personal leave, retroactive to July 1, 2023.
Second By:	Lisa Germani Williams
In Favor:	All
Opposed:	None
Motion Passed	

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D. Main Street Oakland County Flagstar Grant

As part of the Love Local Rochester Art Committee established by the DDA Board earlier this year, Taylor Knuth applied to Main Street Oakland County through their Main Street Placemaking and Façade Grant Program, sponsored by Flagstar Bank. The project submitted was the Downtown Rochester Crosswalk Mural Project. This project will see local artists create art on the crosswalks at Fourth & Walnut in the spring of 2024. The project was selected by the Committee to receive grant funds in the amount of \$2,500.00.

E. Front Porch Project Update

Chairman Giovanelli provided an update on the Front Porch Project. The project was not chosen to receive any of the federal funding for which staff applied; however, the office is still waiting for an update on the \$1.5 million placemaking grant through Oakland County. Updates on this funding should be available at the October meeting.

7) Receipt of Regular Reports

A. Executive Director Update

Shop Main Street Oakland County Website

Rochester was selected to host the Kick-Off Event for the launch of the Shop Main Street Oakland County Shopping Platform on Saturday, September 23, 2023 at 10:00 a.m. at the Downtown Collaboration Studio.

Downtown Rochester Holiday Expo – November 13, 2023

This event is sold out already!

Festival of Trees – November 17 – 19, 2023

Tree sponsorships are sold out for this year’s event. Designers and local non-profits are still be sought for the event. Cocktail Preview tickets will go on sale next week. For the first time, staff has applied for a raffle license to raffle four trees during the festival.

Snowman Stroll – December 1 – 31, 2023

Sponsorships are still available for this year’s event. The catalog will be available online next week.

B. Events & Marketing Update

EVENTS

Taste of Fall

This is a promotion for our restaurants, bars, and bakeries. The purpose of the promotion is to showcase Michigan’s fall flavors through new, innovative food and beverage offerings downtown. Taste of Fall began on September 4, 2023 and will run through October 16, 2023. In support of the promotion, there is a brochure (printed and online) and a social media campaign. New to the promotion are Foodie Fridays. Each Friday of the promotion diners will have the chance to win a \$50 Downtown Rochester gift certificate.

Rochester Posed – October 5, 2023

The theme this year for Rochester Posed is “Heroes vs. Villains.” Plans are moving forward, with fifteen businesses participating to date. More businesses will be recruited in the next couple of weeks. The public will be able to participate in text-to-vote for their favorite

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windows. Posters and QR codes of the official map will be distributed to the businesses in the next couple of weeks.

Trick-or-Treat Downtown – October 21, 2023

Trick-or-Treating will be from 3:30 p.m. to 5:00 p.m. The costume parade will begin at 5:15 p.m. The parade will be Water St., beginning at University and ending at the Fire Station. There will be a Halloween Fest in the Farmers' Market lot. This will include a variety of Halloween goodies for the kids, and The Little Donut Factory will be onsite selling hot fresh donuts. The Detroit Ghostbusters will be in attendance again this year with ecto-1 for photos, the Linda Rea Team will be onsite passing out pumpkins to the first 100 trick-or-treaters that visit their pumpkin patch, and there will be a few more outside vendors. Halloween Fest will be open from 5:00 p.m. to 6:30 p.m.

PROMOTIONS

Farmers' Market

The market season is coming to a close. There were a lot of new vendors and a strong customer following. A few of the new vendors were Good Lookin' Hot Sauce, Moon Mushrooms, and a Taste of Petra (which includes Middle Eastern olive oil and spices). The market is currently robust in produce, dahlias, and specialty foods. The Rochester Pollinators will be present a few weeks in September, for the purchase of native plants. Trick-or-Treat at the Market will be hosted on Saturday, October 28, 2023 from 10:00 a.m. to noon.

Kris Kringle Market

Vendor applications were published and available in early August. Last week the staff met to review all applications. There were a total of 75 applications for 42 available vendor spaces. Five new vendors will be joining the line-up this year. Chief Financial Credit Union is the presenting sponsor, along with Rochester Mills Beer Co. as the Santa sponsor.

In Town Magazine

Marketing kits were recently sent out and have been returned with advertising opportunities for the magazine. New week, staff will be working with businesses on collecting items for the photoshoot taking place in the first week of October. *In Town Magazines* will hit homes the second week of November.

Love Local Art

Taylor Knuth applied to Main Street Oakland County through their Main Street Placemaking and Façade Grant Program, sponsored by Flagstar Bank. The project submitted was the Downtown Rochester Crosswalk Mural Project. This project will see local artists create art on the crosswalks at Fourth & Walnut in the spring of 2024. The project was selected by the Committee to receive grant funds in the amount of \$2,500.00.

C. Financial Report for DDA

The Revenue and Expenditure Report for period ending 08/31/2023 for Fund 494, Downtown Development Authority was included in the packet.

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D. Business Development Committee

The City Manager's update meeting with the BDC will be held in January or February of 2024.

E. Site Development Committee

8) Miscellaneous

Bob Bloomingdale shared that the Parking Advisory Committee met and discussed that the parking deck software will be obsolete at the end of October. The software will need to be replaced, as well as the gate system. This new system may be cashless for the decks. The Committee also is considering moving the paid parking hours from 9:00 a.m. to 9:00 p.m. to 11:00 a.m. to 11:00 p.m. to capture more of that evening revenue currently being lost.

Chairman Giovanelli shared that the language for both ballot initiatives is available on the City website, as well as at the City office.

Seeing no further business, Chairman Giovanelli adjourned the meeting at 8:34 p.m.

Date Approved

Susan McCullough

6A. Cannabis Ballot Issue

Mayor Bikson will provide an update on the Cannabis Ballot Issue. Attached is the Ballot FAQs, prepared by the City of Rochester.

CITY OF ROCHESTER BALLOT FAQs

1. Why Is this Proposed Ballot Language on the November 7, 2023 General Election ballot?

The City of Rochester currently prohibits all marihuana establishments within the boundaries of the City of Rochester pursuant to Ordinance Sec. 12-271, which was adopted by the Rochester City Council on November 12, 2018. However, the Michigan Regulation and Taxation of Marihuana Act allows persons to petition to initiate ordinances that would allow marihuana establishments in communities, including the City of Rochester.

A group has filed petitions signed by the required number of electors in the City of Rochester to place on the ballot an Initiated Ordinance and Charter Amendment proposing to allow marihuana retail establishments in the City of Rochester. As a result, the City was required to place the proposed Initiated Ordinance and Charter Amendment on the ballot for the voters' consideration at the November 7, 2023 General Election.

These ballot proposals were not initiated nor sanctioned by the City of Rochester or its City Council. The City of Rochester was required by law to place them on the ballot.



BALLOT LANGUAGE
FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance
Summary of Ballot Question: This proposed ordinance, if adopted, would provide for three retail adult use cannabis retail establishments to be allowed to operate in the city limits. Shall the Proposal be Adopted?

Yes
 No

Cannabis Licensing Charter Amendment
Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

CITY OF ROCHESTER BALLOT FAQs

2. If the voters approve the Initiated Ordinance and Charter Amendment at the November 7, 2023 General Election, how many marihuana retail establishments will be allowed in the City of Rochester?

As drafted and if approved by the voters at the November 7, 2023 General Election, **the Initiated Ordinance would require the City of Rochester to allow three (3) adult use cannabis retail establishments to operate in the City of Rochester.**



BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance

Summary of Ballot Question: This proposed ordinance, if adopted, would provide for three retail adult use cannabis retail establishments to be allowed to operate in the city limits. Shall the Proposal be Adopted?

Yes
 No

Cannabis Licensing Charter Amendment

Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

CITY OF ROCHESTER BALLOT FAQs

3. If the voters approve the Initiated Ordinance and Charter Amendment at the November 7, 2023 General Election, what locations can the three (3) marihuana retail establishments be located in the City of Rochester?

The Initiated Ordinance and Charter Amendment, as drafted, provides very few limitations on where the three (3) marihuana retail establishments can be located in the City of Rochester, except that the retail establishments shall not be allowed within 800 feet from pre-existing schools (K-12), or within areas zoned exclusively for residential use pursuant to state statute restrictions.

Subject to the distance requirements, the Initiated Ordinance and Charter Amendment, as drafted, would allow the three (3) marihuana retail establishments to be located virtually anywhere in the City of Rochester where retail is permitted. The language would require the City of Rochester to deem these uses to be of “equivalent legal character to other retail uses permitted in the City.”



BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance

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Yes
 No

Cannabis Licensing Charter Amendment

Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

CITY OF ROCHESTER BALLOT FAQs

4. If the voters approve the Initiated Ordinance and Charter Amendment at the November 7, 2023 General Election, what operations for the marijuana retail establishments would also be permitted in addition to the retail establishment building itself?

If the voters approve the Initiated Ordinance and Charter Amendment at the November 7, 2023 General Election, **the Initiated Ordinance and Charter Amendment, as drafted, would allow home delivery service, drive-thru facilities, and limited contact parking lot service to be utilized in conjunction with each marijuana retail establishment.** which are exterior activities that occur beyond the building structure itself.



BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance

Summary of Ballot Question: This proposed ordinance, if adopted, would provide for three retail adult use cannabis retail establishments to be allowed to operate in the city limits. Shall the Proposal be Adopted?

Yes
 No

Cannabis Licensing Charter Amendment

Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

CITY OF ROCHESTER BALLOT FAQs

5. Why is there an Initiated Ordinance and an initiated Charter Amendment?

The initiated “Open Stores Ordinance” would repeal the prohibition against marijuana businesses from being in the City of Rochester that is found in Ordinance Sec. 12-271 and would allow for three (3) adult use retail establishments. The initiated “Cannabis Licensing Charter Amendment” would incorporate an application process, selection criteria, licenses, fees into the City of Rochester’s Charter.

The City of Rochester did not develop, recommend or approve this language in any manner. It was required to place them on the November 7, 2023 General Election Ballot as submitted in the petitions.



BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance

Summary of Ballot Question: This proposed ordinance, if adopted, would provide for three retail adult use cannabis retail establishments to be allowed to operate in the city limits. Shall the Proposal be Adopted?

Yes
 No

Cannabis Licensing Charter Amendment

Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

CITY OF ROCHESTER BALLOT FAQs

6. Residents have reported receiving a “Rochester Community Survey.” Did the City of Rochester send this survey?

No. The City of Rochester did not send out this “Rochester Community Survey.” **The City of Rochester did not develop this document and did not know it was going out.**



BALLOT LANGUAGE FOR THE NOVEMBER 7, 2023 GENERAL ELECTION BALLOT

Open Stores Ordinance

Summary of Ballot Question: This proposed ordinance, if adopted, would provide for three retail adult use cannabis retail establishments to be allowed to operate in the city limits. Shall the Proposal be Adopted?

Yes
 No

Cannabis Licensing Charter Amendment

Summary Ballot Question: This proposed charter amendment, if adopted, would establish an application process, selection criteria, licenses, fees, and regulations for three adult use retail cannabis establishments in the City. Shall the Proposal be adopted?

Yes
 No

6B. Front Porch Project Update

Chairman Giovanelli will provide an update on grant funding and next steps for the project.

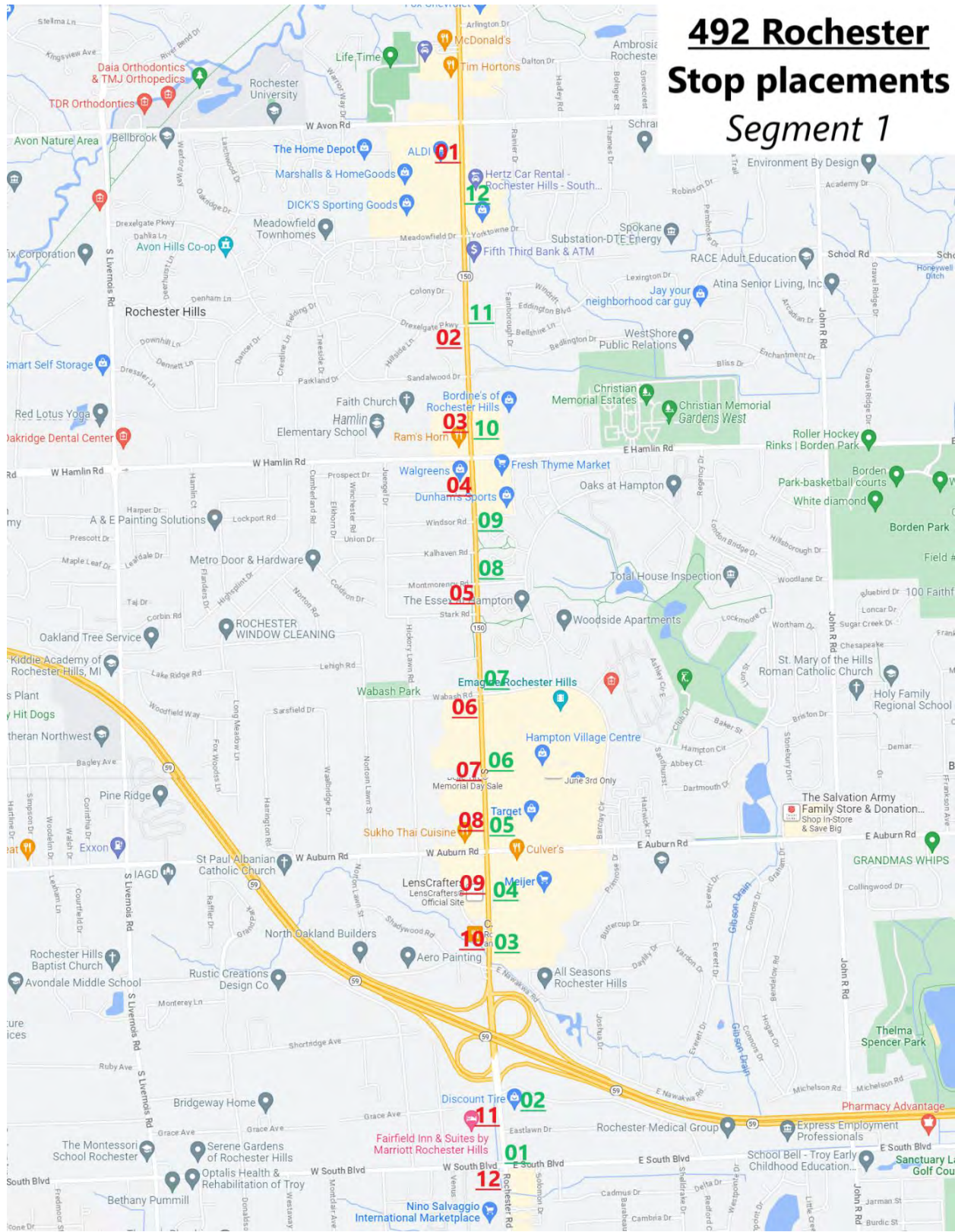
6C. SMART Transit Update

City Manager Nik Banda and Kristi Trevarrow will provide an update on the SMART Transit System that will begin service in Rochester in Spring 2024. Attached is a map of the overall route, along with proposed stops in Rochester and Rochester Hills.

492 Rochester Road

New proposed Rochester & Rochester Hills stops

492 Rochester Stop placements Segment 1



Segment 1: South Blvd to Avon

Northbound

- 1) **Rochester &...** South Blvd
- 2) Michelson (nearside)
- 3) Hickory Lawn
- 4) Auburn (nearside)
- 5) Auburn (farside)
- 6) IFO Chili's
- 7) Barclay
- 8) Hampton
- 9) Windsor
- 10) Hamlin
- 11) Eddington
- 12) Avon (nearside)

Southbound

- 1) **Rochester &...** Avon (farside)
- 2) Drexelgate
- 3) Hamlin (nearside)
- 4) Boyken (nearside)
- 5) Mortmorency
- 6) Wabash
- 7) Jax's Car Wash
- 8) Auburn (nearside)
- 9) Auburn (farside)
- 10) Hickory Lawn
- 11) Michelson
- 12) South Blvd

**Rochester seg. 1 -
Rochester & South (NB)**



**Rochester seg. 1
#2 - Rochester &
Michelson (NB)**



**Rochester seg. 1 #3 -
x Hickory Lawn (NB)**



**Rochester seg. 1 #4 -
Auburn nearside (NB)**



Rochester seg. 1
#5 - Auburn
farside (NB)



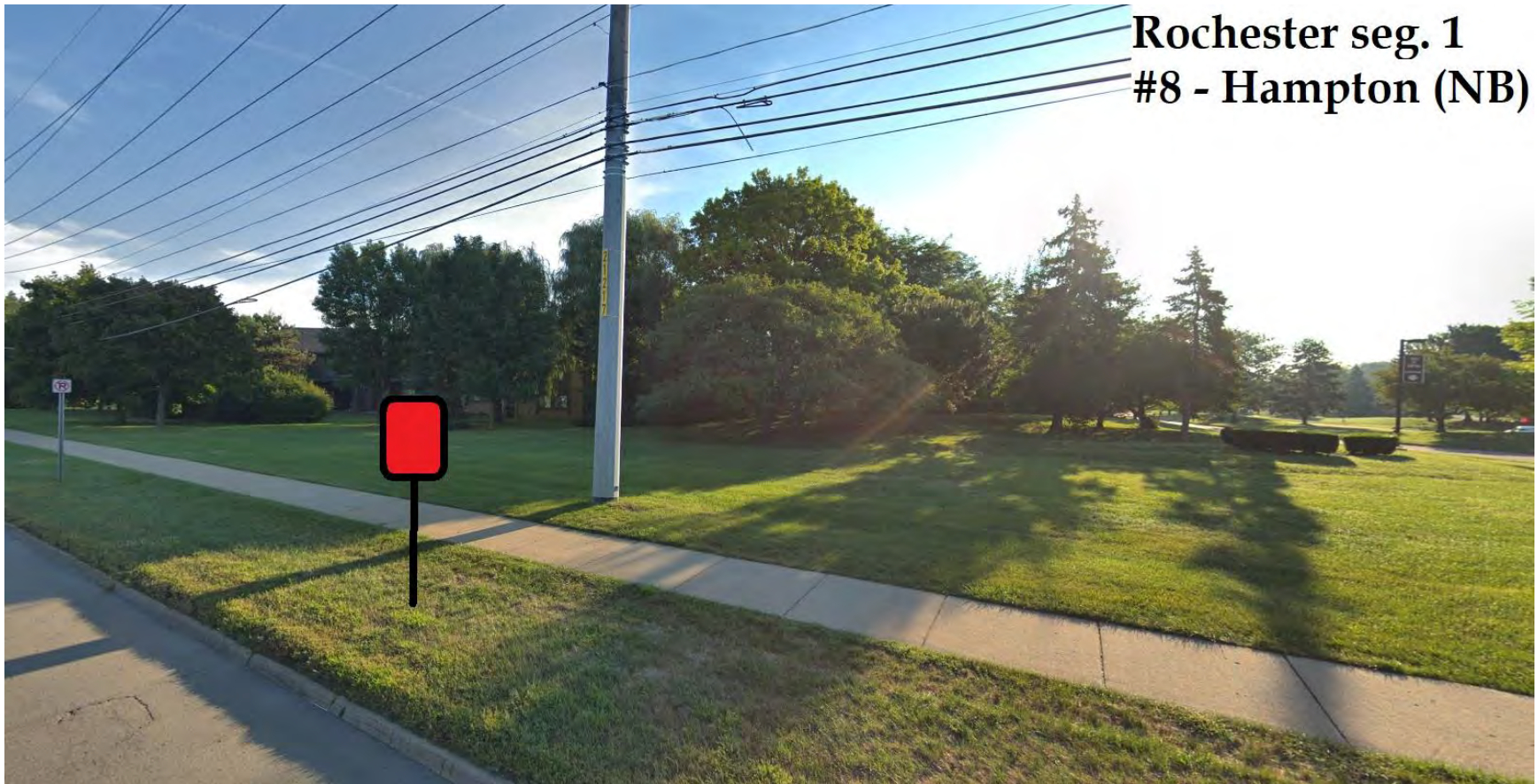
Rochester seg. 1 #6
- IFO Chili's (NB)



**Rochester seg. 1
#7 - Barclay (NB)**



**Rochester seg. 1
#8 - Hampton (NB)**





**Rochester seg. 1
#9 - x from
Windsor (NB)**

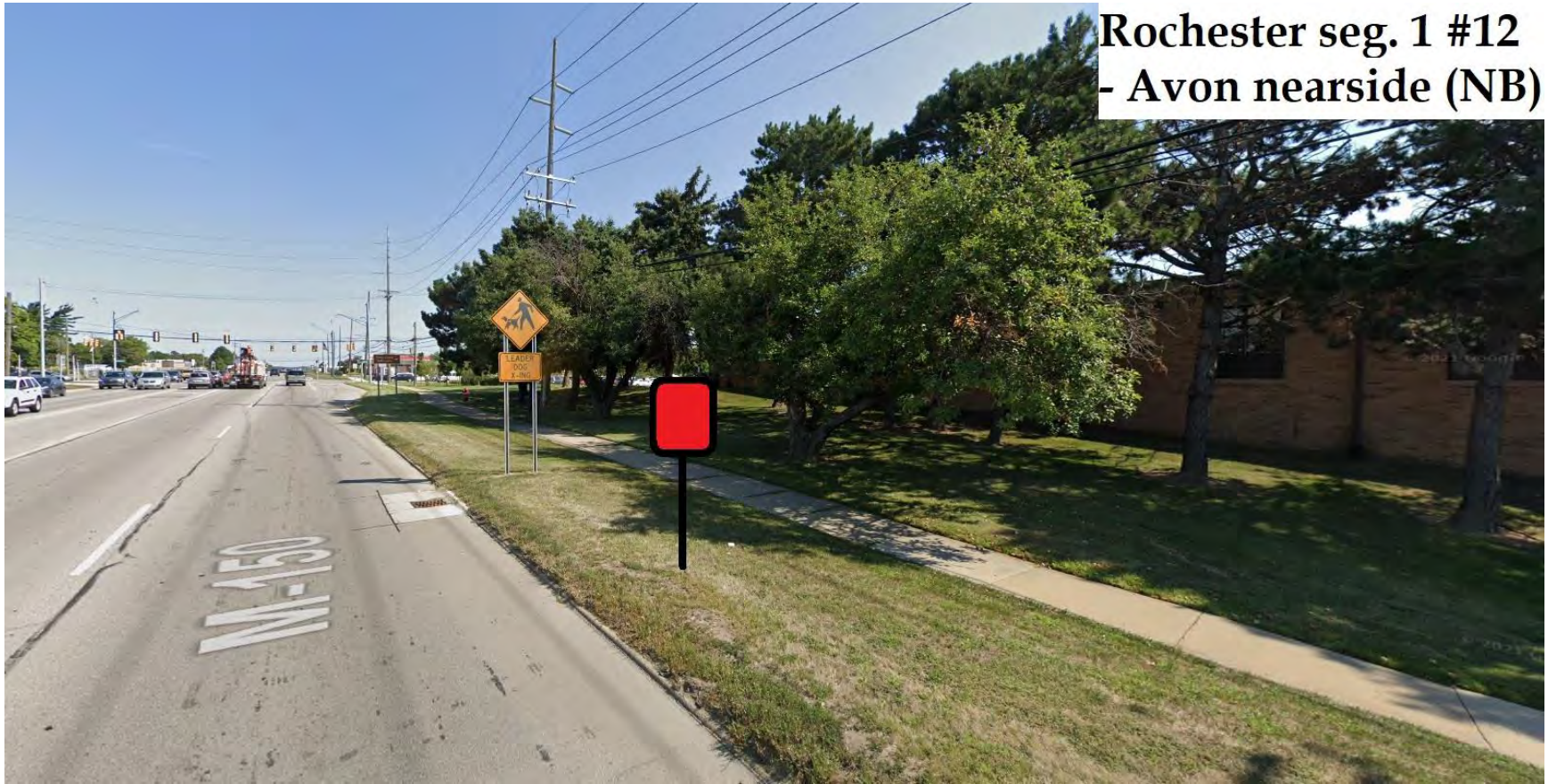
**Rochester seg. 1
#10 - Hamlin (NB)**



**Rochester seg. 1 #11
- Eddington (NB)**



**Rochester seg. 1 #12
- Avon nearside (NB)**



**Rochester seg. 1 #1
- Avon farside (SB)**



**Rochester seg. 1 #2
- Drexelgate (SB)**



Rochester seg. 1 #3 -
Hamlin nearside (SB)



Rochester seg. 1 #4 -
Boyken nearside (SB)



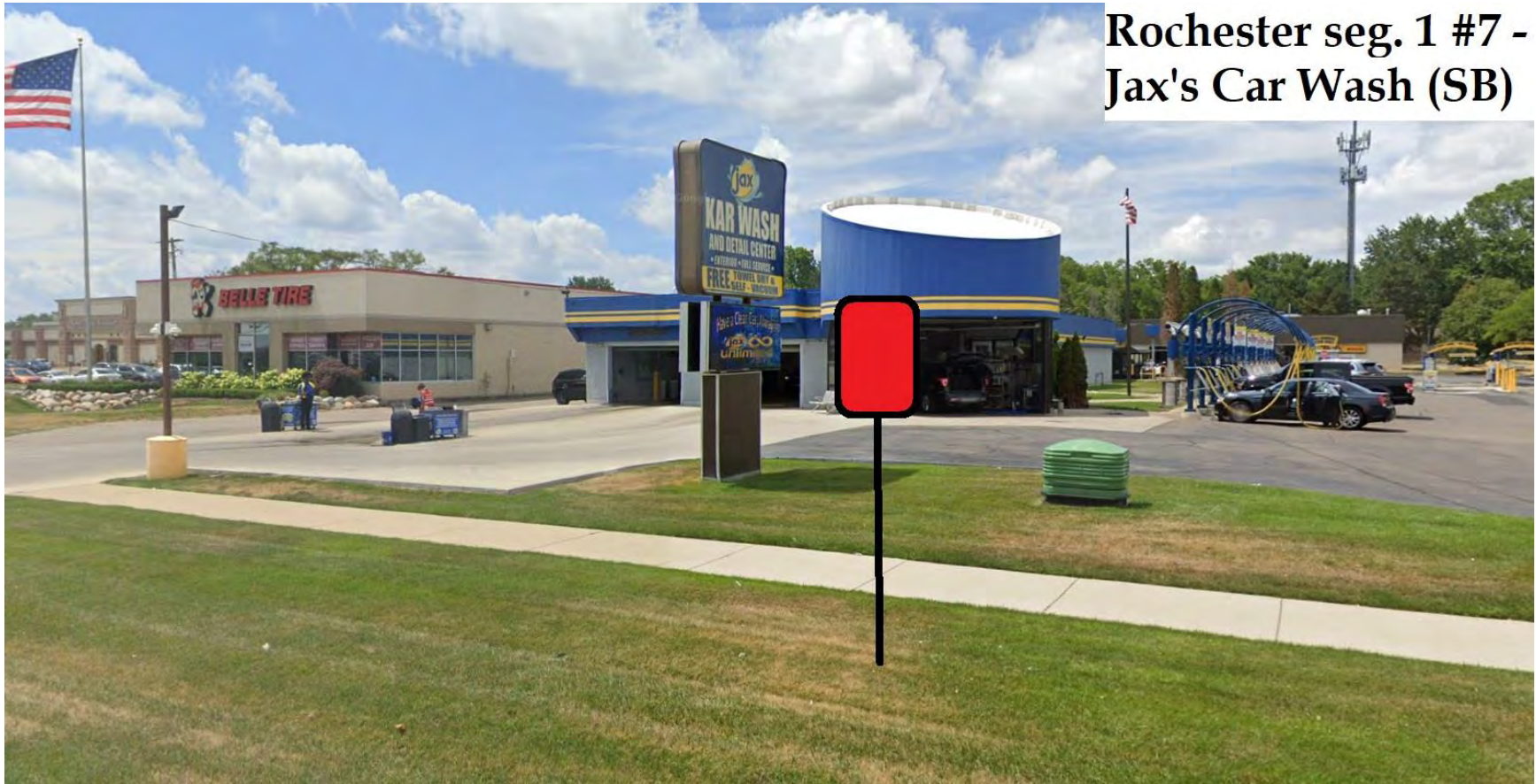
**Rochester seg. 1 #5 -
Mortmorency nearside (SB)**



**Rochester seg. 1
#6 - Wabash (SB)**



Rochester seg. 1 #7 -
Jax's Car Wash (SB)



**Rochester seg. 1 #8 -
Auburn nearside (SB)**



Rochester seg. 1 #9 -
Auburn farside (SB)



**Rochester seg. 1 #10
- Hickory Lawn (SB)**

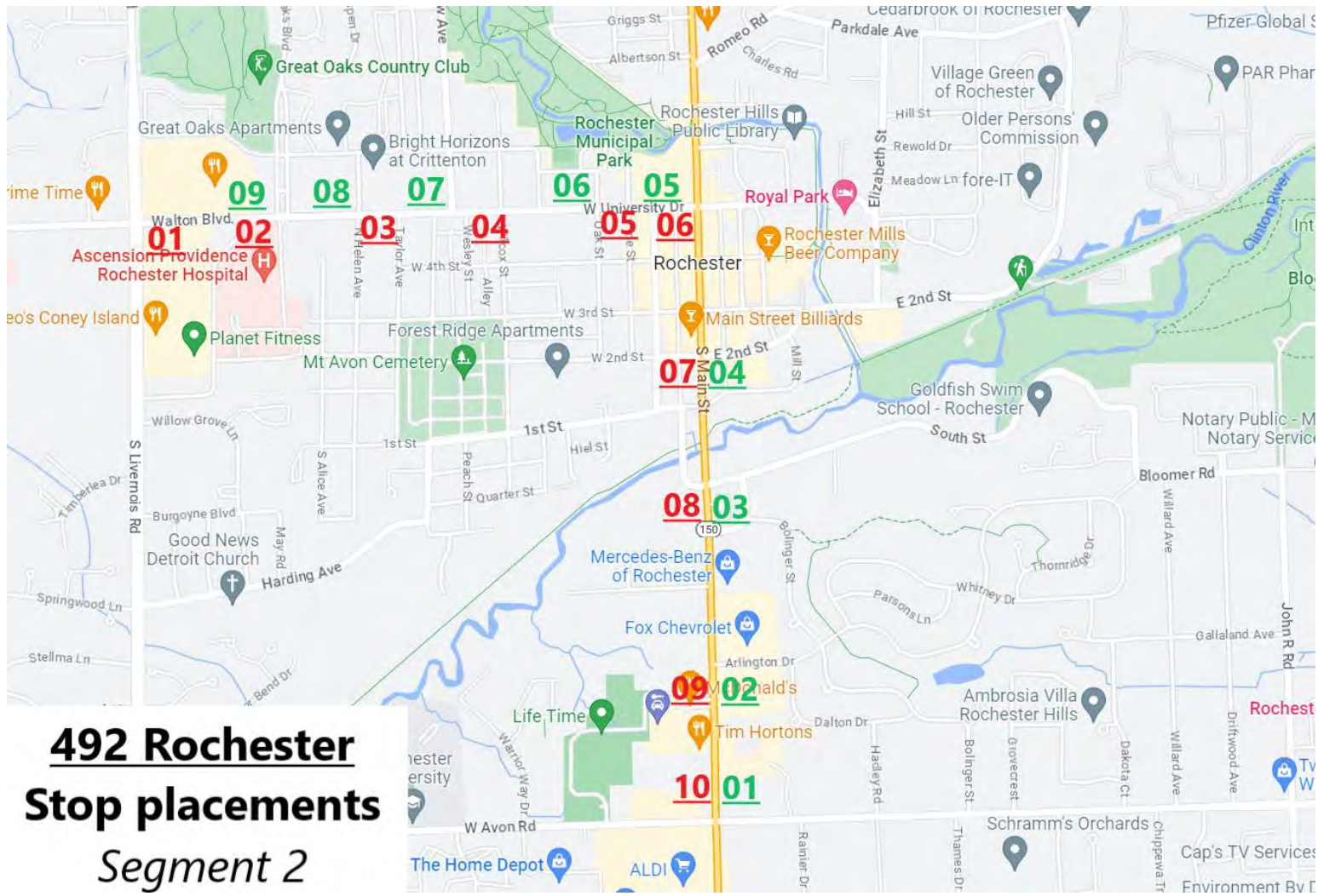


**Rochester seg. 1 #11 -
x from Michelson (SB)**



Rochester seg. 1
#12 - South (SB)





Segment 2: Avon to University, Rochester to Livernois

Segment 2: Avon to University, Rochester to Livernois

Northbound/Westbound

- 1) **Rochester &...** Avon (farside)
- 2) Arlington (nearside)
- 3) Diversion
- 4) Second (nearside)
- 5) **University &...** Rochester
- 6) Oak
- 7) Ludlow
- 8) Helen
- 9) Ascension Hospital

Eastbound/Southbound

- 1) **University &...** Livernois
- 2) Ascension Hospital
- 3) Helen
- 4) Wesley
- 5) Oak
- 6) Rochester (nearside)
- 7) **Rochester &...** Second
- 8) Diversion (nearside)
- 9) Arlington
- 10) Avon (nearside)

**Rochester seg. 2 #1
- Avon farside (NB)**



Rochester seg. 2 #2 -
Arlington nearside (NB)



**Rochester seg. 2
#3 - Diversion (NB)**



**Rochester seg. 2
#4 - Second St
nearside (NB)**



**Rochester seg. 2 #5
- University &
Rochester (WB)**



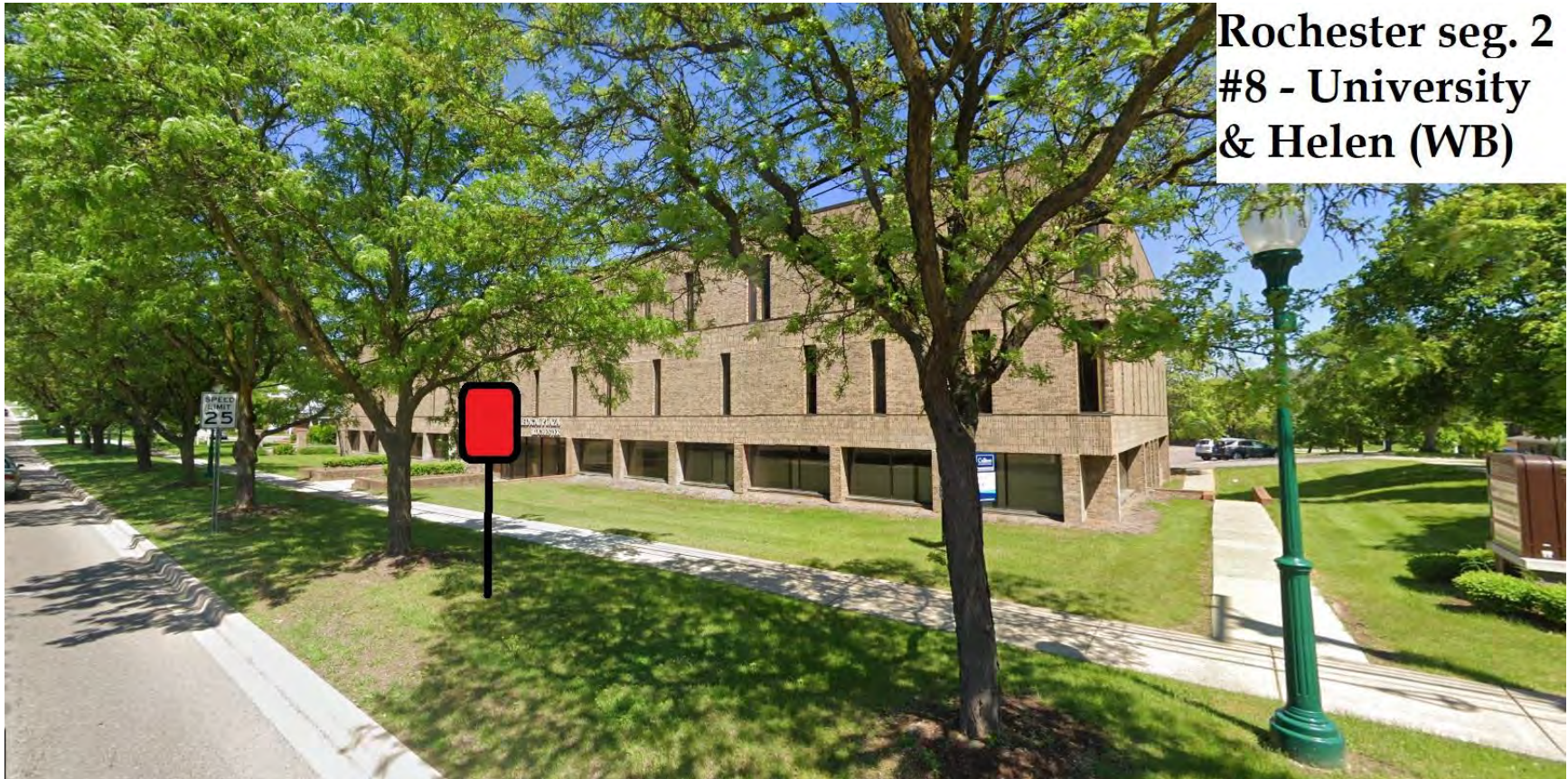
**Rochester seg. 2 #6 -
University & Oak (WB)**



**Rochester seg. 2
#7 - University
& Ludlow (WB)**



**Rochester seg. 2
#8 - University
& Helen (WB)**



**Rochester seg. 2 #9 - University
x Ascension Hospital (WB)**



**Rochester seg. 2
#1 - University &
Livernois (EB)**



**Rochester seg. 2
#2 - University
at Ascension
Hospital (EB)**



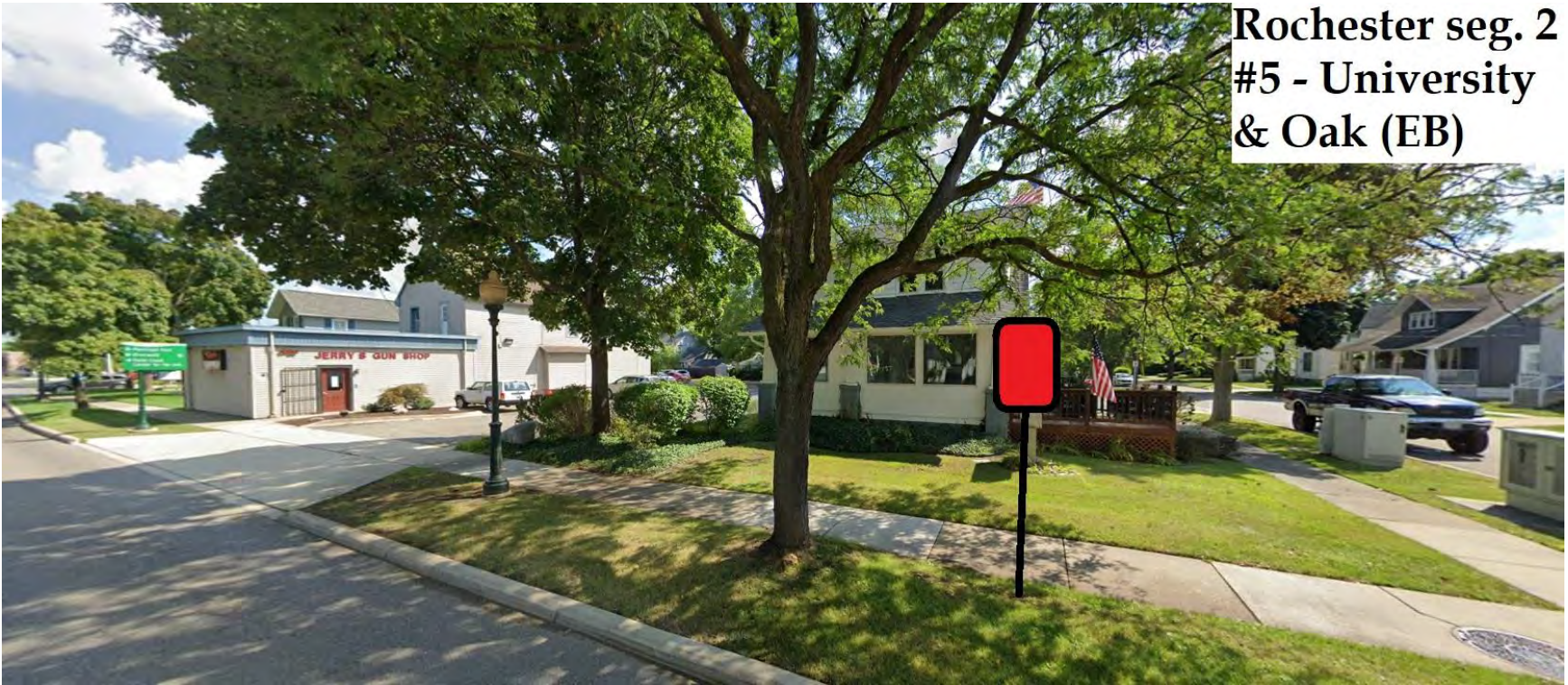
**Rochester seg. 2
#3 - University
& Helen (EB)**



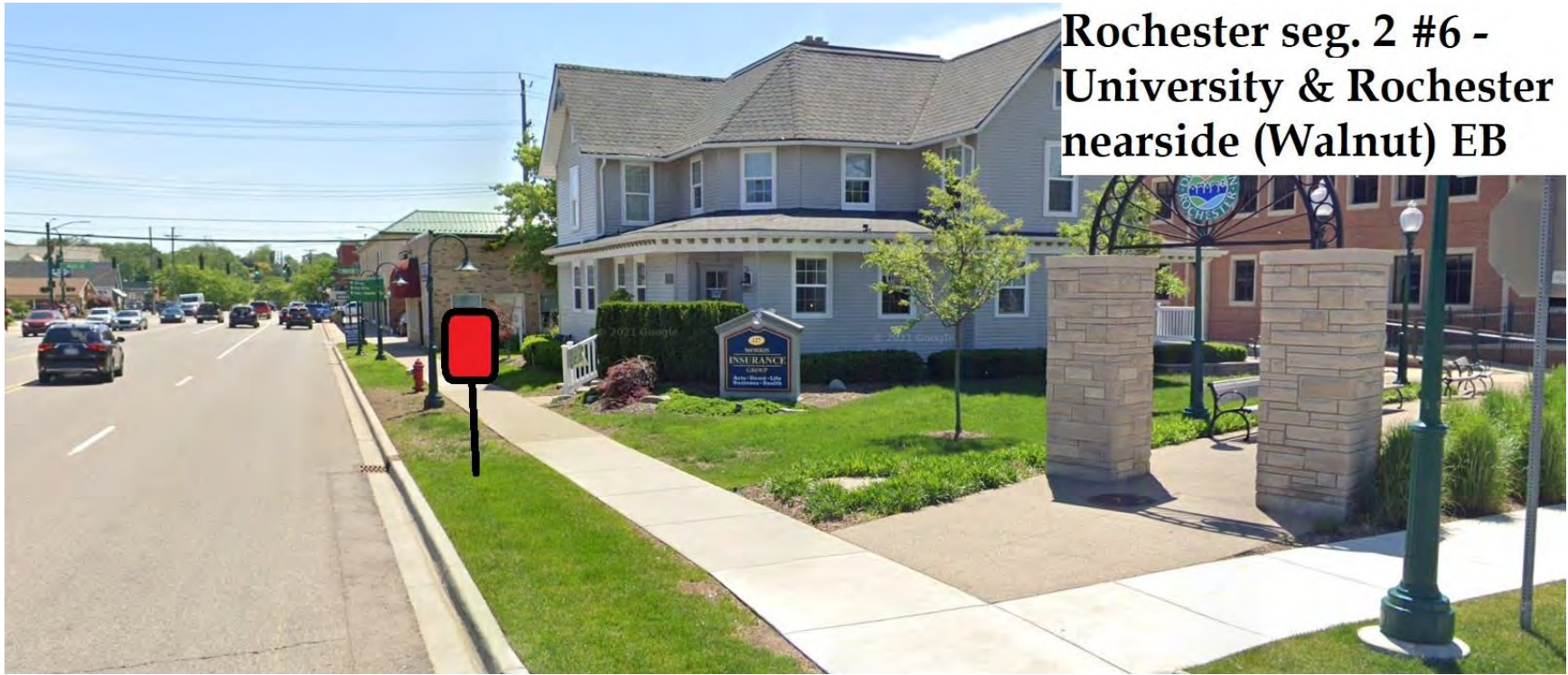
**Rochester seg. 2
#4 - University
& Wesley (EB)**



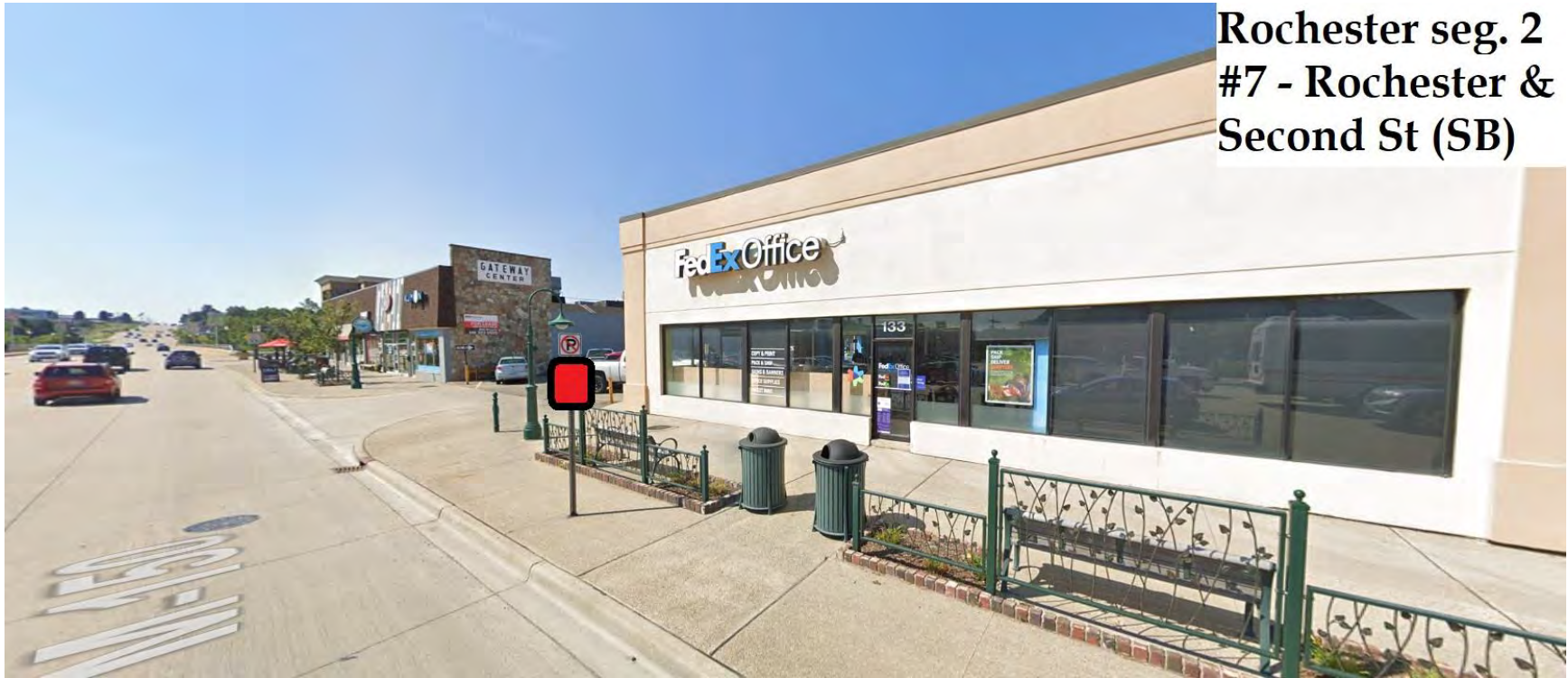
**Rochester seg. 2
#5 - University
& Oak (EB)**



**Rochester seg. 2 #6 -
University & Rochester
nearside (Walnut) EB**



**Rochester seg. 2
#7 - Rochester &
Second St (SB)**



**Rochester seg. 2
#8 - Diversion
nearside (SB)**

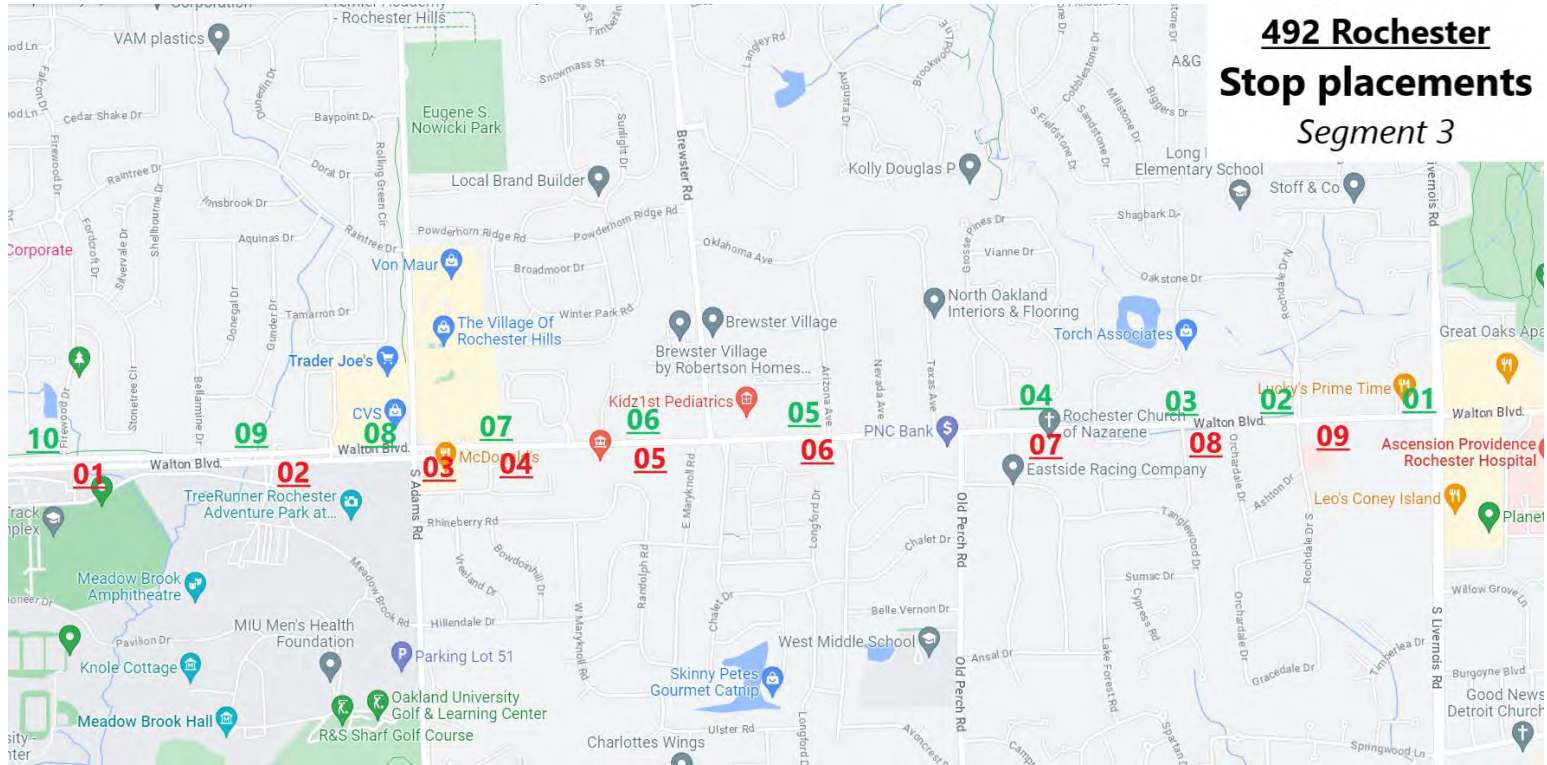


Rochester seg. 2 #9
- x Arlington (SB)



**Rochester seg. 2 #10
- Avon nearside (SB)**





492 Rochester
Stop placements
Segment 3

Segment 3: Livernois to Firewood

Segment 3: Livernois to Firewood

Westbound

- 1) **Walton &...** Livernois
- 2) Rochdale
- 3) Sugar Pine
- 4) Chalmers
- 5) Arizona
- 6) Brewster
- 7) Meadowbrook
- 8) Adams
- 9) Festival Drive
- 10) Firewood

Eastbound

- 1) **Walton &...** E. Oakland Drive
- 2) Festival Drive
- 3) Adams
- 4) Meadowbrook
- 5) Brewster
- 6) Arizona
- 7) Chalmers
- 8) Sugar Pine
- 9) Rochdale

**Rochester seg. 3
#1 - Walton &
Livernois (WB)**



**Rochester seg. 3
#2 - Walton &
Rochdale (WB)**



**Rochester seg. 3 #3
- Walton x from
Sugar Pine (WB)**



**Rochester seg. 3
#4 - Walton &
Chalmers (WB)**



**Rochester seg. 3 #5 -
Walton & Arizona (WB)**



**Rochester seg. 3
#6 - Walton &
Brewster (WB)**



**Rochester seg. 3 #7 -
Walton x from
Meadowbrook (WB)**



**Rochester seg. 3 #8 -
Walton & Adams (WB)**



**Rochester seg. 3 #9
- Walton x from
Festival Dr (WB)**



Rochester seg. 3
#10 - Walton &
Firewood (WB)



**Rochester seg. 3 #1 - Walton
& E Oakland Drive (EB)**



**Rochester seg. 3
#2 - Walton &
Festival Dr (EB)**



**Rochester seg. 3
#3 - Walton &
Adams (EB)**



**Rochester seg. 3 #4
- Walton &
Meadowbrook (EB)**



**Rochester seg. 3
#5 - Walton x
Brewster (EB)**



**Rochester seg. 3 #6 -
Walton x Arizona (EB)**



**Rochester seg. 3
#7 - Walton x
Chalmers (EB)**



**Rochester seg. 3
#8 - Walton &
Sugar Pine (EB)**



**Rochester seg. 3
#9 - Walton &
Rochdale (EB)**



6D. Lease Renewal for Downtown Collaboration Studio

The current lease for the Downtown Collaboration Studio, 431 Main Street, is attached. It expires December 31, 2023. The landlord, Marty Sibert, is preparing a lease renewal for the Board's consideration. The new lease will be sent to the Board early next week, upon receipt from the landlord.

CHARLES M. SIBERT

ATTORNEY AT LAW
444 W. University Drive
Rochester, Michigan 48307
marty@csibertlaw.com
(248) 651-9111
FAX (248) 652-0840

July 29, 2020

Krisi Trevarrow
Rochester DDA
431 Main Street
Rochester, Michigan 48307

RE: 431 Main Street

Dear Ms. Trevarrow:

Pursuant to our last conversation regarding the DDA's continued occupancy of the above referenced premises after December 31, 2020, I have prepared and you will find enclosed a draft of a three-year lease. Please review the enclosed draft with your Board at your earliest convenience. In the event there are any questions or concerns regarding the enclosed lease, please contact me to discuss and resolve the same.

I look forward to hearing from you and preparing the lease in final form for signing at a mutually convenient time.

Very truly yours,



Charles M. Sibert

CMS/egj
Enclosure

BUSINESS PROPERTY LEASE

(1) THIS LEASE made this _____ day of _____, 2020, by and between Charles M. Sibert, Trustee of the Charles F. Sibert Revocable Living Trust u/a/d 10/26/90, whose address is 444 W. University Dr., Rochester, Michigan 48307, the Lessor (hereinafter "Landlord"), and the Rochester Downtown Development Authority, whose address is 308 ½ S. Main, Rochester, Michigan 48307, the Lessee (hereinafter "Tenant").

DESCRIPTION

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Rochester, County of Oakland, State of Michigan, to-wit: the premises commonly known as 431 Main Street, consisting of the first floor and basement area (Leased Premises).

Tenant shall also have the right to the nonexclusive use of the parking area at the rear of the building with the other tenants of the building commonly known as 431 ½ Main St., 433 Main St., and 433 ½ Main St. Tenant agrees that the members, officers, employees, servants and agents of the DDA will not use the parking at the rear of the building to park their own vehicles or any vehicle under their use or control, provided, however, that Tenant and its invitees may temporarily park a vehicle being used for delivery purposes at the rear of the building for loading and unloading in connection with its normal business activities during normal business hours.

TERM

(3) This lease shall be for the term of three (3) years (January 1, 2021 – December 31, 2023) from and after the 1st day of January, 2021 fully to be completed and ended (Lease Term). This lease will terminate on December 31, 2023.

RENT

(4) TENANT'S OBLIGATIONS AND MANNER OF PAYMENT. For purposes of this Lease, the term "Obligations" shall mean any and all monetary obligations of Tenant to Landlord provided for in the Lease. All Obligations constitute rent for purposes of summary proceedings conducted pursuant to MCL 600.5714(1)(a). Tenant agrees to pay to Landlord a total of Ninety Six Thousand Nine Hundred Forty Two and no/Dollars (\$96,942.00) in Base Rent in lawful money of the United States of America payable in monthly installments in advance as follows.

Rent shall be paid in advance in monthly installments due on the first (1st) day of each month during the lease term beginning January 1, 2021 as follows:

January 1, 2021 – December 31, 2021	\$2,675.00/month
January 1, 2022 – December 31, 2022	\$2,701.75/month
January 1, 2023 – December 31, 2023	\$2,701.75/month

Tenant also agrees to pay Landlord the following items (Obligations) as Additional Rent as set forth in Paragraphs (A) – (C) below.

- A. Upon presentation of a water and sewer bill for 431 Main Street, the Tenant agrees to reimburse the Landlord for one-third (1/3rd) of the amount of the water and sewer bill.
- B. The Tenant agrees to pay Landlord Fifty percent (50%) of the DDA/PSD assessment or special assessment for the property commonly known as 431-433 Main Street. Landlord shall provide Tenant with a copy of the statement showing the amount owed for the DDA/PSD assessment and the amount the Tenant owes as its share of the DDA/PSD assessment. The amount the Tenant owes for its share of such charge shall be paid by Tenant upon receipt of Landlord's statement for such charge.
- C. The Tenant also agrees to pay Landlord Twenty Five percent (25%) of any assessment, special assessment, tax, fee, cost, or expense of any kind levied against the property commonly known as 431-433 Main Street for or in connection with the parking deck(s) the City of Rochester has constructed in the 400 block of Main Street. Landlord shall provide Tenant with a copy of the statement showing the amount owed for the Parking Deck Charge and the amount the Tenant owes as its share of the Parking Deck Charge. The amount the Tenant owes to Landlord for its share of the Parking Deck Charge shall be paid by Tenant upon receipt of Landlord's statement for such charge.

(5) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 7% per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

ASSIGNMENT

(8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises. However, in only the case of the sublet, Landlord's written consent shall not be unreasonably withheld.

- A. If Tenant assigns or sublets the Leased Premises and such assignment or sublease increases the parking requirements for the building of which the Leased Premises are a part resulting in an increase in the parking fees charged or assessed to the property commonly known as 431-433 Main Street, any such increase in fees shall be paid by the Tenant and such assignment or sublease shall not release Tenant from such obligation.
- B. If Tenant shall so sublet a portion of the Leased Premises or assign this lease, all of the sums or other economic consideration received by Tenant as a result of such sublease or assignment, whether denominated as rent or otherwise, which exceed in the aggregate the total of Tenant's Obligations under Paragraphs 4(A)-(C) of this lease accruing during the term of such sublease or assignment (prorated to reflect Obligations allocable to that portion of the Leased Premises, subject to such sublease) shall be paid over to Landlord as and when received by Tenant as Obligations in addition to all others provided for in this lease.

BANKRUPTCY AND INSOLVENCY

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Landlord.

RIGHT TO MORTGAGE

(10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

USE AND OCCUPANCY

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a business assistance center (known as the Downtown Collaborative Studio) helping businesses recover from the economic impact of COVID-19 and promoting businesses and their development through training, seminars and workshops and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

FIRE

(12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may, at his option, terminate this lease forthwith by a written notice to the Tenant.

REPAIRS

(13) The Landlord after receiving written notice from the Tenant, and having reasonable opportunity thereafter to obtain the necessary workmen therefor agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

TENANT TO INDEMNIFY

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of Five Hundred Thousand Dollars (\$500,000.00) for damages resulting to one person and One Million Dollars (\$1,000,000.00) for damages resulting from one casualty, and Five Hundred Thousand Dollars (\$500,000.00) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Such insurance shall be issued by an insurer acceptable to Landlord, shall name Landlord as an additional insured, shall provide that it is primary insurance and not excess over or contributory with any other insurance coverage and shall provide that Landlord shall receive thirty (30) days- notice from the insurer prior to any cancellation or change of coverage. Tenant shall also procure and keep in effect throughout the term of this lease fire insurance on a full replacement cost basis in respect of Tenant's

personal property within the Leased Premises and all alterations, additions and improvements made to the Premises by or for Tenant.

REPAIRS AND ALTERATIONS

(15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

EMINENT DOMAIN

(16) Should any portion of Tenant's space hereunder be taken by any public authority under the power of eminent domain, then the term of this lease, at the option of Tenant, shall cease as of the day possession shall be taken by such public authority and advance for that period. All damages awarded for such taking shall belong to and be the property of the Landlord except to the extent that the basis upon which such damages are awarded include leasehold improvements made by the Tenant in which case the Tenant shall share in such awarded damages pro rata.

RESERVATION

(17) The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

CARE OF PREMISES

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep the Leased Premises under his control (including sidewalks, adjoining drives, streets, alleys, yards or open areas/spaces) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the sidewalks and open areas/spaces cleaned, in which event the Tenant agrees to pay all

charges that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning such walks and open areas/spaces. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

(19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

CONDITION OF PREMISES AT TIME OF LEASE

(20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

(21) The Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

RE-RENTING

(22) The Tenant hereby agrees that during the Lease Term the Landlord may show the premises to prospective Tenants and may display in and about said premises and in the windows thereof such "FOR RENT" signs as are mutually agreeable and acceptable to Landlord and Tenant, provided that any cost of a For Rent sign incurred as a result of sign elements requested by Tenant shall be paid for by Tenant.

HOLDING OVER

(23) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

GAS, WATER, HEAT, ELECTRICITY

(24) The Tenant will pay all charges made against said leased premises for gas, 1/3rd of the water and sewer bill, heat and electricity during the continuance of this lease, as the same shall become due.

Landlord shall not be liable or responsible for any interruption of utilities or other services due to causes beyond Landlord's control or reasonably necessitated by making repairs or alterations to the leased premises or any other part of the building. Such interruptions shall not be deemed an actual or constructive eviction or partial eviction nor

shall they result in any abatement of Tenant's Obligations under this lease. Any rewiring or plumbing required to accommodate Tenant's needs, if approved by Landlord in its sole discretion, shall be performed by Tenant or his contractors at Tenant's sole expense.

ADVERTISING DISPLAY

(25) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

The DDA may install reasonable business signage for its business operations during the lease term provided all such signage complies with the ordinances of the City of Rochester and any requirements imposed by any of its officers, boards, or commissions. The DDA shall pay the cost of such signage, if any, at the front and rear of the building and on any awning attached to the exterior of the portion of the building where the Leased Premises are located. The DDA shall pay any and all cost and expenses in connection with such signage including but not limited to the cost and expense of installation and removing the sign(s) when Tenant's lease terminates or at the time the Tenant surrenders possession and vacates the Leased Premises.

ACCESS TO PREMISES

(26) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 7% per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

RE-ENTRY

(27) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.

QUIET ENJOYMENT

(28) The Landlord covenants that the said Tenant, on payment of all the Tenant's Obligations, the aforesaid installments and performing all the covenants aforesaid, shall and

may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

EXPENSES – DAMAGES RE-ENTRY

(29) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

REMEDIES NOT EXCLUSIVE

(30) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative and independent of one another and are in addition to such other remedies as may be provided herein, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed and available bylaw, statute, under common law, or equity.

In the event the Tenant is in default of any term, condition, covenant, or Obligation of this Lease, the same shall constitute a material breach of this Lease. In the event a default shall occur, then Landlord shall have the following remedies, which are cumulative and independent of one another and are in addition to such other remedies as may be provided herein or are available by statute, under common law or in equity.

A. If Tenant shall have failed to pay any Obligations under the terms of this lease, Landlord may recover possession of the Premises pursuant to MCL 600.5714(1)(a), as amended. The written demand for possession for nonpayment of rent due contemplated by said section shall also constitute any notice of default that may be required by this lease and the notice periods contemplated by the statute and this lease shall run concurrently.

B. Landlord may and is hereby empowered, at its election and sole discretion, to terminate this lease by means of written notice to that effect, and thereafter may recover possession of the Leased Premises pursuant to MCL 600.5714(1)(b)(i), as amended. The effective date of termination shall be the date set forth in such notice, but in any event shall not be earlier than the date on which an Event of Default shall have occurred. Landlord may give successive notices of default and termination or may include both notices in one document which shall set forth the period of time, if any, during which Tenant must cure all defaults set forth therein.

WAIVER

(31) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

DELAY OF POSSESSION

(32) It is understood and agreed that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above-provided, by reason of the said premises not

being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

NOTICES

(33) Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

(34) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

(35) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(36) Tenant is solely responsible for installation of any and all phone lines, internet or Wi-Fi access, and any repairs or maintenance which may be necessary in connection therewith.

(37) Tenant shall not perform any interior renovations or decorating of the leased premises without the prior approval of Landlord. Landlord agrees that approval for interior renovations or decorating shall not be unreasonably withheld.

(38) At or prior to Tenant's execution of this lease, Tenant shall pay Landlord a Security Deposit of One Thousand Dollars (\$1,000.00). The deposit shall be held by Landlord as security for the faithful and timely performance of all of Tenant's covenants and agreements contained in this lease. Landlord shall have the right (but not the Obligation) to apply any part of the deposit to cure any default of Tenant, and if Landlord does so, Landlord shall notify Tenant of such application and Tenant shall, within ten (10) days after the date of Landlord's notice, deposit with Landlord a sum sufficient to restore the deposit to its original amount.

In the event of sale of the building, Landlord shall have the right to transfer the deposit along with this lease to the purchaser and upon such transfer provided Landlord has given written notice to Tenant of the assignment and transfer of security deposit, accountability with regard to the deposit and Tenant shall thereafter look solely to the purchaser, its successors and assigns, for return of the deposit in whole or in part upon expiration of the term of this lease. In the event of any permitted assignment of this lease, the deposit shall be deemed held pursuant to the terms of this Lease by Landlord for the account of Tenant's assignee.

Upon expiration or earlier termination of this lease, Landlord shall apply the deposit first to any Obligations then due and unpaid and the balance, if any, shall be held as further security for Obligations thereafter coming due. If no further Obligations shall become due under the terms of this lease, then the balance of the deposit, without interest thereon, shall be refunded to Tenant.

The parties have agreed that in the event Tenant fails to restore the premises to the condition that existed prior to commencement of this tenancy, all or any portion of the security deposit may be used by Landlord when the Tenant vacates the Premises to restore the property to the condition that existed before the Tenant took possession of the Leased Premises.

(39) The person(s) signing this lease on behalf of the Tenant represents that s/he has authority to execute this lease and to bind the Tenant to the terms and conditions set forth herein.

The parties have hereunto set their hands and seals the day and year first above written.

LANDLORD
Charles F. Sibert Revocable Living Trust
u/a/d October 26, 1990

By: _____
Charles M. Sibert, Trustee

TENANT
ROCHESTER DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____

Its: _____
By: _____

**PRELIMINARY DRAFT
COPY FOR
REVIEW PURPOSES**

Its: _____

6E. Downtown Gift Certificate Match Program

Chief Financial Credit Union has once again generously donated \$5,000 for the Downtown Gift Certificate Match Program. The PSD has also allocated \$5,000 for this program. At the meeting, more details of this program will be provided and the DDA will have the opportunity to discuss renewing their \$5,000 contribution to this program again this year. If approved, funds would come from the Love Local Rochester monies.

6F. Holiday Events Update

Kristi Trevarrow will provide a brief presentation on the events planned for the upcoming holiday season downtown.

7A. Executive Director Update

Snowman Stroll – December 1-31

We are proud to announce that Chief Financial CU will be the Presenting Sponsor of the 2nd Annual Snowman Stroll!

Main Street Oakland County Annual Evaluation

Our Annual Evaluation Visit is scheduled for Wednesday, February 7, 2024. Please mark the date on your calendars. More details to follow.

Fire & Ice Festival

We received notification from Oakland County that they will not be bringing the Fire & Ice Festival to Rochester in 2024.

Vacation

I will be out of the office beginning October 28, returning to the office on Monday, November 6. I will not be accessing my email, so please contact Jenna or Taylor if you need anything.



Rochester DDA Board Meeting

October 9, 2023

Events Coordinator Report

Past/Current Events

- **Rochester Posed** – Despite the rainy weather, Rochester Posed was once again a success! The community ventured out with their umbrellas, and we've received nothing but positive feedback from the public and merchants. 21 businesses participated and each featured a different "Hero vs. Villains" in their storefront windows using live mannequins. We used SMS texting, so the public picked their favorite windows by voting for them through text messages and we also had a panel of judges that scored the windows as well. The People's Choice first place winner was Local Heroes from At Home Furniture, second place was Mario vs. Bowser from The Spice & Tea Exchange, and third place was Mean Girls from Kimi K Salon & Spa. Judges' Choice first place winner was The Witches from Wizard of Oz from South Street Skateshop, second place was Ariel vs. Ursula from the Rochester Bike Shop, and in third place was Alice vs. The Queen of Hearts from Haig's of Rochester.



- **Taste of Fall** – Taste of Fall runs now – October 16. Over 20 downtown restaurants featured either an appetizer, entrée, dessert, or beverage for their Taste of Fall item. The promotion began September 4, and each day of the promotion the DDA featured a different dish on our social media pages. Diners were able to send in a receipt from a participating Taste of Fall restaurant to be entered to win a \$50 downtown Rochester gift certificate. A winner was selected each Friday of the Taste of Fall promotion. As of today, there are 122 entries, totaling \$4,315.36 spent in town for the promotion.



Upcoming Events

- **Trick-or-Treat:** October 21 –This year, Trick-or-Treating will take place from 3:30 – 5:00 pm. Trick-or-Treat will be one way only on each side of Main Street. The east side will run one way north and the west side will run one way south. There will be signage indicating where there are additional trick-or-treat stops that are not located on S. Main Street. The costume parade starts at 5:15 pm and will be on Water St., beginning at University and ending at the Fire Station where RAYA will host their spaghetti dinner. In addition, there will be a Halloween Fest in the Farmers' Market lot from 5 – 6:30 pm. The Halloween fest includes Halloween themed goodies, The Little Donut Factory will be selling hot fresh donuts, Halloween photo opportunities, including a photo opportunity with Ecto 1 and The Metro Detroit Ghostbusters, and The Linda Rea Team will be donating pumpkins to the first 100 trick-or-treaters who stop by their pumpkin patch! Other organizations that will be joining us for the Halloween Fest are Authors in April, First Congregational Church, Fredal Orthodontics, Goldfish Swim School, Gymboree, Paint Creek Center for the Arts, Pickup USA Fitness Rochester, Red Piano Music Studio, Rochester Hills Public Library, Rochester Soccer Club, Rochester/Auburn Hills Community Coalition, VIBE Dance Academy, Vitality Percision Chiropractic, and YogaSix. This year O'Connor's Public House is our Treat Sponsor and Trick-or-Treat downtown is presented by Genisys Credit Union.
- **Mini Goals & Objectives Meeting** – The Promotions Committee Mini Goals & Objectives meeting is scheduled for Tuesday, October 24th. The committee will meet to discuss the 2024 event calendar as well as new ideas for events, promotions, awareness etc... Stay tuned for an update from the meeting.

DOWNTOWN DEVELOPMENT AUTHORITY BOARD MEETING
October 2023
Marketing Coordinator Update

PROMOTION

In Town Magazine: In Town Magazine was shot earlier this month and will go to print next week and will hit homes the week of November 6. This issue has a special feature article with the 50th anniversary of Lagniappe, Holiday Drink Local, a Rochester history story by Pat Mckay, Director of the Rochester Hills Museum, and annual gift guides.

Farmers' Market: Trick-or-Treat at the Market was Saturday, October 28 from 10am - Noon at the market. The DDA will be passing out complimentary goodie bags and Mad Science Detroit will be doing a slime craft. The 2023 season is coming to a close, and we will visit plans for next season after the first of the year!

Kris Kringle Market: The Kris Kringle market vendor roster is now full. Last month we evaluated applications out of 74 submitted applications, 36 businesses were selected. Some new vendors this year include The Spice and Tea Exchange, The Peacock Room, Jandi Creations and Editions BK. Our presenting sponsor is Chief Financial Credit Union and the Rochester Mills Beer Co. has supported our opportunity as Santa Sponsor. Proceeds from the warming tent will once again benefit RARA and RAYA. Currently I am working on scheduling all day-of logistics, including scheduling entertainment, rentals. We will launch all social media promotion in the coming weeks.

WXYZ Live Remote: On Nov. 8 I will be with WXYZ and Board Member, Lisa Germani to shoot our annual Lagniappe Live Remotes. We will feature 11 businesses in 60 sec segments that will air throughout the day on Monday, November 20. I'm currently working on scheduling filming and connecting our Producer and businesses to create talking points.

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 09/30/2023	ACTIVITY FOR MONTH 09/30/2023	AVAILABLE BALANCE	% BGD USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000.000 - GENERAL LEDGER						
248-000.000-402.000	CURRENT PROPERTY TAXES	2,116,505.00	752,884.12	244,713.20	1,363,620.88	35.57
248-000.000-573.000	LOCAL COMMUNITY STABILIZATION	49,000.00	0.00	0.00	49,000.00	0.00
248-000.000-605.032	DDA BUSINESS DEVELOPMENT	25,000.00	20,035.00	14,052.00	4,965.00	80.14
248-000.000-665.072	INTEREST -MICHIGAN CLASS	100,000.00	9,420.40	0.00	90,579.60	9.42
248-000.000-676.000	ADMINISTRATIVE CROSS CHARGE	59,092.00	4,924.33	0.00	54,167.67	8.33
248-000.000-692.000	MISCELLANEOUS INCOME	1,082.00	0.00	0.00	1,082.00	0.00
Total Dept 000.000 - GENERAL LEDGER		2,350,679.00	787,263.85	258,765.20	1,563,415.15	33.49
TOTAL REVENUES		2,350,679.00	787,263.85	258,765.20	1,563,415.15	33.49
Expenditures						
Dept 703.000 - GENERAL & ADMINSTRATIVE - GA						
248-703.000-728.000	POSTAGE	3,282.00	29.97	9.99	3,252.03	0.91
248-703.000-729.000	PRINTING & OFFICE SUPPLIES	23,129.00	8,192.31	4,181.48	14,936.69	35.42
248-703.000-757.000	OPERATING SUPPLIES	2,816.00	542.37	126.74	2,273.63	19.26
248-703.000-803.000	LEGAL SERVICES	2,188.00	0.00	0.00	2,188.00	0.00
248-703.000-804.000	AUDITING	3,231.00	0.00	0.00	3,231.00	0.00
248-703.000-805.000	CONTRACTUAL SERVICES	5,129.00	0.00	0.00	5,129.00	0.00
248-703.000-805.009	CONTRACT SVCS - BUS. DEV COMM	21,202.00	20,032.23	19,357.95	1,169.77	94.48
248-703.000-805.010	CONTRACT SVCS - D.P.W.	10,056.00	0.00	0.00	10,056.00	0.00
248-703.000-805.011	CONTRACT SVCS - MAINTENANCE	24,523.00	550.00	0.00	23,973.00	2.24
248-703.000-805.027	CABLE CASTING	4,376.00	0.00	0.00	4,376.00	0.00
248-703.000-805.030	CONTRACT SVCS - DUMPSTERS	129,477.00	24,137.34	8,045.78	105,339.66	18.64
248-703.000-805.050	CONTRACT SVCS - EMPLOYMENT	1,860.00	300.00	0.00	1,560.00	16.13
248-703.000-811.000	GENERAL INSURANCE	16,133.00	0.00	0.00	16,133.00	0.00
248-703.000-850.000	TELECOMMUNICATIONS	6,637.00	1,583.69	697.93	5,053.31	23.86
248-703.000-861.002	EQUIPMENT LEASE - COPY MACHIN	17,504.00	4,137.18	1,384.97	13,366.82	23.64
248-703.000-863.001	PROFESSIONAL DEVELOPMENT	836.00	0.00	0.00	836.00	0.00
248-703.000-863.002	TRAVEL	1,641.00	144.76	144.76	1,496.24	8.82
248-703.000-921.000	LIGHT & POWER	44,247.00	7,602.54	2,608.65	36,644.46	17.18
248-703.000-922.000	HEAT-BUILDING	625.00	31.88	1.40	593.12	5.10
248-703.000-931.000	MAINTENANCE & REPAIRS - EQUIP	547.00	0.00	0.00	547.00	0.00
248-703.000-940.000	RENTAL OF LAND	33,487.00	8,098.35	2,675.00	25,388.65	24.18
248-703.000-940.002	RENTAL OF LAND - D.D.A. OTHER	0.00	917.40	0.00	(917.40)	100.00
248-703.000-955.002	COMMUNITY AFFAIRS- EXTERNAL	3,687.00	616.07	115.21	3,070.93	16.71
248-703.000-957.000	DUES & SUBSCRIPTIONS	3,117.00	711.59	312.58	2,405.41	22.83
248-703.000-963.000	MISCELLANEOUS	0.00	(12.00)	0.00	12.00	100.00
248-703.000-995.001	ADMINISTRATIVE CROSS CHARGE	123,482.00	10,290.17	0.00	113,191.83	8.33
248-703.000-995.004	COMPUTER RENTAL	2,167.00	541.75	0.00	1,625.25	25.00
Total Dept 703.000 - GENERAL & ADMINSTRATIVE - GA		485,379.00	88,447.60	39,662.44	396,931.40	18.22
Dept 729.000 - ECONOMIC DEVELOPMENT						
248-729.000-793.000	SNOWMAN STROLL	0.00	16,890.00	0.00	(16,890.00)	100.00
248-729.000-805.000	CONTRACTUAL SERVICES	225,000.00	28,389.50	0.00	196,610.50	12.62
248-729.000-963.000	MISCELLANEOUS	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 729.000 - ECONOMIC DEVELOPMENT		245,000.00	45,279.50	0.00	199,720.50	18.48

PERIOD ENDING 09/30/2023

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GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 09/30/2023	ACTIVITY FOR MONTH 09/30/2023	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
Dept 900.000 - CAPITAL CONTROL						
248-900.000-974.000	SITE IMPROVEMENT	50,000.00	0.00	0.00	50,000.00	0.00
248-900.000-974.019	CAPITAL ASSETS - MAINT & MINO	200,000.00	50,606.96	26,389.96	149,393.04	25.30
248-900.000-974.121	SIDEWALK RECONSTRUCTION	12,000.00	0.00	0.00	12,000.00	0.00
248-900.000-974.210	STREET LIGHTING REPLACEMENT	250,000.00	168,400.00	0.00	81,600.00	67.36
248-900.000-974.256	BOLLARD REPLACEMENT	20,000.00	0.00	0.00	20,000.00	0.00
248-900.000-974.260	FRONT PORCH PROJECT	0.00	12,296.00	0.00	(12,296.00)	100.00
Total Dept 900.000 - CAPITAL CONTROL		532,000.00	231,302.96	26,389.96	300,697.04	43.48
Dept 965.000 - APPROPRIATIONS TO OTHER FUNDS						
248-965.000-995.203	TRANS TO MVH LOCAL STREET FUN	132,000.00	0.00	0.00	132,000.00	0.00
248-965.000-995.516	TRANS TO AUTO PARKING FUND	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 965.000 - APPROPRIATIONS TO OTHER FUNDS		182,000.00	0.00	0.00	182,000.00	0.00
TOTAL EXPENDITURES		1,444,379.00	365,030.06	66,052.40	1,079,348.94	25.27
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		2,350,679.00	787,263.85	258,765.20	1,563,415.15	33.49
TOTAL EXPENDITURES		1,444,379.00	365,030.06	66,052.40	1,079,348.94	25.27
NET OF REVENUES & EXPENDITURES		906,300.00	422,233.79	192,712.80	484,066.21	46.59
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		3,218,626.00	1,131,837.56	289,560.47	2,086,788.44	35.17
TOTAL EXPENDITURES - ALL FUNDS		2,127,175.00	438,213.75	92,166.11	1,688,961.25	20.60
NET OF REVENUES & EXPENDITURES		1,091,451.00	693,623.81	197,394.36	397,827.19	63.55