



**CITY OF MADISON HEIGHTS**

**CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.**

**CITY COUNCIL REGULAR MEETING AGENDA**

**JUNE 23, 2025 AT 7:30 PM**

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**CALL TO ORDER**

**ROLL CALL**

**INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR WRIGHT**

**APPOINTMENT OF ACTING CITY CLERK**

**APPROVAL OF THE AGENDA:**

- [1.](#) Additions/Deletions

**PRESENTATIONS**

**PUBLIC HEARINGS:**

- [2.](#) MERS Defined Contribution Plan Withdrawal and Transfer Agreement

**ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE**

**MEETING OPEN TO THE PUBLIC:**

**CONSENT AGENDA:**

- [3.](#) St. Jude Iraq - Resolution for Charitable Gaming License
- [4.](#) Director of Public Services - SOCPWA Mutual Aid Authority Agreement
- [5.](#) City Council Regular Meeting Minutes of June 9, 2025

**COMMUNICATIONS:**

**REPORTS:**

- [6.](#) Finance Director - Amendments to FY 2024-25 Budget and Carryforwards to Amend FY 2025-26 Budget
- [7.](#) Director of Public Services - Tree Grant and Inventory Services

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

- [8.](#) Director of Public Services - Rosie's Gardenia Parking Lot Replacement

**ORDINANCES:**

**UNFINISHED BUSINESS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT**

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: [clerks@madison-heights.org](mailto:clerks@madison-heights.org) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: June 19, 2025  
TO: City Council  
FROM: Melissa R. Marsh, City Manager  
SUBJECT: Agenda Comments – Regular Council Meeting of Monday, June 23, 2025

**PUBLIC HEARINGS:**

**MERS DEFINED CONTRIBUTION WITHDRAWAL AND TRANSFER AGREEMENT**

This public hearing is scheduled to receive public comments on the proposed Municipal Employees' Retirement System of Michigan (MERS) Defined Contribution (DC) Withdrawal and Transfer Agreement. As required by MERS Retirement Board Termination Policy and Procedure, the process to withdraw from this DC plan requires public notice at two consecutive regularly scheduled meetings of the City Council. The first public hearing was June 9, 2025, and the second is planned for today's June 23, 2025 meeting. The Resolution to Terminate Participation in the MERS 401(a) Defined Contribution Plan has been drafted which, if approved, will permit the city to execute the MERS Withdraw and Transfer Agreement.

Following the public hearing, staff recommends that the City Council approve the MERS Resolution to Terminate and MERS Withdrawal and Transfer Agreement.

**CONSENT AGENDA:**

**ST. JUDE IRAQ - RESOLUTION FOR CHARITABLE GAMING LICENSE**

St. Jude Iraq is a non-profit corporation that is located in the City of Madison Heights. They provide care and support to sick and orphaned children in Iraq, particularly those from religious minority communities and displaced families. They are seeking a raffle license from the State of Michigan. Per the State, they must submit a document titled "Local Governing Body Resolution for Charitable Gaming Licenses" as required by MCL 432.103a(i)(ii). This document must be reviewed by the Madison Heights City Council and resubmitted prior to approval of the license. A representative of St. Jude Iraq will be present at the meeting to answer any questions.

Staff recommends approval of the required Local Governing Body Resolution for Charitable Gaming Licenses for St. Jude Iraq.

## DIRECTOR OF PUBLIC SERVICES - SOCPWA MUTUAL AID AUTHORITY AGREEMENT

The City of Madison Heights has been a long-time member of the Southeastern Oakland County Public Works Association (SOCPWA), a group of public works professionals in the area who meet monthly to collaborate and exchange ideas. As part of this association, the City is also a member of its Mutual Aid Authority, with the last agreement dating back to 1987 (attached). SOCPWA recently updated this agreement to eliminate obsolete language related to seated committees, as well as membership requirements, such as providing an inventory list of available equipment and materials annually. These changes primarily relate to advances in technology and communications since the original agreement was drafted.

Staff recommends that Council approve the updated Agreement with the Southeastern Oakland County Public Works Association – Public Works Mutual Aid Authority and authorize the Mayor and City Clerk to sign on behalf of the City.

### **REPORTS:**

## FINANCE DIRECTOR - AMENDMENTS TO FY 2024-25 BUDGET AND CARRYFORWARDS TO AMEND FY 2025-26 BUDGET

The State of Michigan's Budget Law requires that any budget amendments be approved by the City Council. The budget amendments are submitted to ensure that the FY 2024-25 and FY 2025-26 Budgets are in compliance with state law. The most significant amendments are the FY 2026 carryforwards for projects that are budgeted in FY 2025 but will be expended or completed in the upcoming fiscal year. These improvements include the phone system upgrade, phase funding for the Fire Department Quint, trash cart roll-out, and ballfield lighting grant project. This approval requires a majority vote from the City Council.

Staff recommends the Council approve the budget amendments and carryforwards to the FY 2025 and FY 2026 budgets and appropriate the necessary funds.

## DIRECTOR OF PUBLIC SERVICES - TREE GRANT AND INVENTORY SERVICES

Earlier this year, the City Manager, with assistance from staff, submitted a grant for a federally funded Tree Planting and Inventory Program through the Michigan Department of Natural Resources (DNR). As part of the grant application process, the city solicited several firms to provide proposals for the tree inventory service. Davey Resource Group provided the most comprehensive and cost-effective proposal and has extensive experience performing this scope of work for this particular grant. On Monday, June 9, the city was informed that our grant proposal was selected, and Madison Heights was awarded full grant funding in the amount of \$119,350.

Staff recommends that Council consider two motions:

Motion #1: To authorize the City Manager to sign the Grant Agreement for the MDNR Urban and Community Forestry Inflation Reduction Act Grant in the amount of \$119,350

Motion #2: To authorize the City Manager to enter into a Professional Services Agreement with Davey Resource Group as has been deemed to be in the best interest of the city for an amount not to exceed \$52,000

## **BID AWARDS/PURCHASES:**

### DIRECTOR OF PUBLIC SERVICES - ROSIE'S GARDENIA PARKING LOT REPLACEMENT

The FY 2024-25 Budget included funding for the much-needed replacement of the Rosie's Park Gardenia Parking Lot. The project was bid, and upon tabulation and analysis, it was determined that the budgeted funding was insufficient, and an additional phase of funding was proposed and approved in the 2025-26 Budget. The project was re-bid in May, with Asphalt Specialists, LLC providing the lowest qualified bid. The City's consulting engineering firm Nowak and Fraus, performed the appropriate reference checks and due diligence on this company, and has determined that they are fully capable of performing this scope of work for the city, with similar projects undertaken in the immediate area.

Staff concurs with the recommendation of Nowak and Fraus and respectfully requests that Council award the Rosie's Park Gardenia Parking Lot replacement project to the lowest qualified bidder, Asphalt Specialists, LLC, of Pontiac, for a total project cost of \$176,185.00. Funding is budgeted and available in the 2025-26 fiscal year.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/23/25

**PREPARED BY:** Linda Kunath, Finance Director/Treasurer

**AGENDA ITEM CONTENT:** MERS Defined Contribution Plan Withdrawal and Transfer Agreement

**AGENDA ITEM SECTION:** Public Hearings

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

This public hearing is scheduled to receive public comments on the proposed Municipal Employees' Retirement System of Michigan (MERS) Defined Contribution (DC) Withdrawal and Transfer Agreement. As required by MERS Retirement Board Termination Policy and Procedure, the process to withdraw from this DC plan requires public notice at two consecutive regularly scheduled meeting of the City Council. The first public hearing was June 9, 2025 and the second is today's June 23, 2025 meeting.

The enclosed Resolution to Terminate Participation in the MERS 401(a) Defined Contribution Plan has been drafted which, if approved, will permit the City to execute the MERS Withdraw and Transfer Agreement. This approval requires a minimum of 2/3 vote of City Council.

**RECOMMENDATION:**

Following this public hearing, I recommend that City Council approve the MERS Resolution to Terminate and MERS Withdrawal and Transfer Agreement.

**CITY OF MADISON HEIGHTS  
RESOLUTION TO TERMINATE PARTICIPATION IN THE MERS 401(a) DEFINED  
CONTRIBUTION PLAN**

WHEREAS, the City of Madison Heights (City) currently participates in the Municipal Employees' Retirement System of Michigan ("MERS") 401(a) Defined Contribution Plan (the "MERS Defined Contribution Plan");

WHEREAS, the Madison Heights City Council has determined that it is in the best interests of the City and its employees to terminate its participation in the MERS Defined Contribution Plan and establish a successor 401(a) defined contribution plan;

NOW, THEREFORE, BE IT RESOLVED BY the Madison Heights City Council that:

- A. The Madison Heights City Council and its Fiduciary Officials (defined below) have received and reviewed Section 11 of the MERS Plan Document and the MERS Termination Policy and Procedure;
- B. A two-thirds majority of the members of the Madison Heights City Council has voted to terminate participation in the MERS Defined Contribution Plan and to establish the City Defined Contribution Retirement Plan, a successor 401(a) defined contribution plan (the "Successor 401(a) Plan");
- C. Termination of participation in the MERS Defined Contribution Plan will not result in diminishment of any accrued financial benefit by Members under Article 9, Section 24 of the Michigan Constitution;
- D. City acknowledges the requirement to fund the Successor 401(a) Plan for the benefit of its Members and Retirees, as required by all applicable laws and regulations and agrees to so fund the plan as required by law;
- E. The Madison Heights City Council has been named as fiduciary to receive and administer the Successor 401(a) Plan, and invest the assets transferred from the MERS Defined Contribution Plan to the Successor 401(a) Plan, as set forth in the account statement for the MERS Defined Contribution Plan withdrawal agreement;
- F. The Successor 401(a) Plan is a qualified retirement plan under Internal Revenue Code section 401(a) and intends to maintain such status until final plan termination;
- G. On the effective date of termination of participation in the MERS Defined Contribution Plan, to be determined by MERS, all responsibilities and liabilities of investment fiduciaries as set forth under the Public Employees Retirement Investment Security Act, Act 314 of 1965, as amended ("PERSIA"), and fiduciary, plan administrator and trustee (under all other applicable state or federal common or statutory laws or regulations) will transfer from MERS to City and its Fiduciary Officials as defined below; and

- H. In accordance with MERS Plan Document Section 11 and the MERS' Termination Policy and Procedure, the Madison Heights City Council directs the individuals holding the specified job positions listed below ("Fiduciary Officials") to execute this Resolution as an acknowledgment of the fiduciary duties being transferred.
- I. The Madison Heights City Council authorizes Roslyn Grafstein, Mayor, and Cheryl Rottmann, City Clerk, to sign the MERS withdrawal agreement, on behalf of the City.

**Signatures of Fiduciary Officials:**

**Chief Elected Officer of the Municipality:**

\_\_\_\_\_  
Roslyn Grafstein, Mayor

\_\_\_\_\_  
**Date**

**Chief Administrative Officer of the Municipality:**

\_\_\_\_\_  
Cheryl Rottmann, City Clerk

\_\_\_\_\_  
**Date**

**Chief Financial Officer of the Municipality:**

\_\_\_\_\_  
Linda A. Kunath, Finance Director/Treasurer

\_\_\_\_\_  
**Date**

**MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN  
DEFINED CONTRIBUTION  
WITHDRAWAL AND TRANSFER AGREEMENT**

This Defined Contribution Withdrawal and Transfer Agreement ("Agreement") is entered into by and between

- Municipal Employees' Retirement System of Michigan ("MERS"), a statutory public corporation authorized by the Municipal Employees' Retirement Act, Michigan PA 427 of 1984, with an address of 1134 Municipal Way, Lansing, Michigan, 48917, and
- City of Madison Heights ("Municipality"), a Michigan city, with an address of 300 West Thirteen Mile Road, Madison Heights, MI 48071,

(each a "Party" and together, the "Parties") as of the Effective Date indicated below.

The purpose of this Agreement is to provide for the termination of Municipality's participation in the MERS Defined Contribution Plan ("MERS DC Plan") and the transfer of all assets held in trust by the MERS DC Plan for Municipality's participants and beneficiaries to a non-MERS defined contribution plan money purchase pension plan qualified under Section 401(a) of the Internal Revenue Code ("IRC") established by Municipality with the International City Management Association Retirement Corporation, a Delaware nonprofit corporation doing business in Michigan as MissionSquare Retirement ("Non-MERS Successor DC Plan").

Whereas, the MERS DC Plan is a governmental multiple employer defined contribution money purchase pension plan qualified under Section 401(a) of the IRC and authorized by the Municipal Employees' Retirement Act, Michigan PA 427 of 1984, as amended; and governed by the MERS Plan Document;

Whereas, Municipality joined the MERS DC Plan by resolution of its governing body, dated August 1, 2006;

Whereas, the MERS Plan Document Section 11(1)(a)(i) and the MERS Termination Policy and Procedure provide that a municipality may, by vote of its governing body, elect to terminate its participation in the MERS DC Plan, and adopt and transfer its assets to a non-MERS defined contribution plan money purchase pension plan qualified under Section 401(a) of the IRC;

Whereas, upon the adoption of a resolution by a municipality's governing body to terminate participation in MERS and to adopt a non-MERS defined contribution money purchase pension plan qualified under Section 401(a) of the IRC, the municipality and MERS are required to enter into an agreement to effectuate the termination and transfer of funds;

Whereas, upon the entry into such agreement, all funds held in the municipality's MERS DC Plan shall be provided by plan-to-plan transfer to the successor non-MERS qualified defined contribution money purchase pension plan qualified under Section 401(a) of the IRC adopted by



the municipality, which transfer amount shall be the fair market value of assets as of the date of transfer;

Whereas, Municipality passed a resolution with a two-thirds vote of its governing body on June 23, 2025, to terminate its participation in the MERS DC Plan, and to direct the distribution of their assets to the Non-MERS Successor DC Plan identified above, the terms of such resolution being incorporated herein by reference;

Whereas, Municipality hereby represents and warrants that Non-MERS Successor DC Plan to receive the assets of Municipality's MERS DC Plan is an IRC Section 401(a) qualified money purchase defined contribution pension plan, that it shall adhere to all relevant IRC provisions through the Effective Date of this Agreement, and that it intends to maintain such status;

Whereas, Municipality further represents and warrants that Municipality's governing body has been named as fiduciary to administer the Non-MERS Successor DC Plan, and receive and invest the assets to be transferred from the MERS DC Plan to the Non-MERS Successor DC Plan;

Whereas, Municipality further represents and warrants, as of the date of the termination of the MERS DC Plan, all contributions that Municipality is obligated to remit to the MERS DC Plan on behalf of the participants have been fully paid as required under the terms of its Adoption Agreement as amended to date;

Whereas, MERS (or its agent) will provide Non-MERS Successor Plan with all information reasonably required to administer the Non-MERS Successor Plan; and

Whereas, Municipality and MERS now desire to enter into this Agreement as the Withdrawal and Transfer Agreement to memorialize the termination of Municipality's participation in the MERS DC Plan and for the proper disposition of assets attributable to Municipality's participation in MERS for Participants.

**Now, therefore, in consideration of and verification of the above, MERS and Municipality agree as follows:**

1. Effective on August 12, 2025, upon the wiring of assets by MERS or its agent to the location specified by Municipality or its agent (the "Effective Date"),
  - a. The MERS DC Plan Adoption Agreement between MERS and Municipality is terminated;
  - b. Municipality's participation in the MERS DC Plan is terminated;
  - c. MERS' obligations and duties as fiduciary and trustee for all purposes with respect to Municipality's MERS DC Plan are terminated;
  - d. MERS will collect no further funds from Municipality nor disburse further funds to participants with respect to Municipality's MERS DC Plan; and
  - e. All service credit of any description for participants under Municipality's MERS DC Plan will cease to accrue.

2. On August 1, 2025 at 3:00 pm CST, Municipality's MERS DC Plan shall be in blackout status, and all transactions of any description, including, but not limited to, investment activity and benefit processing, will cease.
3. On August 8, 2025 (the "Liquidation Date"), MERS (or its agent) will direct the liquidation of assets for participants of Municipality's MERS DC Plan. Settlement of this liquidation shall take place on August 12, 2025. The resulting amount, adjusted for any required redemption fees, gains or losses through the date of transfer, will be the fair market value of the assets of the participants and beneficiaries ("Transfer Assets"). and documentation of the fair market value amount for each participant shall be provided to Municipality and Non-MERS Successor DC Plan no later than August 12, 2025, which documentation shall be deemed accurate, complete, final and accepted by Municipality for all purposes unless Municipality provides written notice to MERS by the close of business on August 12, 2025.
4. No later than August 1, 2025 Municipality or Non-MERS Successor DC Plan will provide MERS (or its agent) with such data and information required to effectuate a wire transfer of the Transfer Assets to Non-MERS Successor DC Plan. MERS may conclusively rely on the accuracy of such data and information, shall not be required to verify the accuracy of such data and information, and shall not be liable for any losses arising from errors in the data and information provided by Municipality or Non-MERS Successor DC Plan.
5. On the Effective Date, the Transfer Assets and necessary records will be transferred via wire from MERS to Non-MERS Successor DC Plan using the data and information provided by Municipality or Non-MERS Successor DC Plan or the agent of either of them for this purpose, and MERS shall thereafter have no liability to the Municipality, any agent of the Municipality, Non-MERS Successor DC Plan or any of the participants for the Transfer Assets.
6. On the Effective Date, any and all of MERS' responsibilities, obligations, duties, roles and liabilities as investment fiduciary as set forth under the Public Employees Retirement Investment Security Act, Act 314 of 1965, as amended ("PERSIA"), plan fiduciary, plan administrator and trustee (under all applicable state or federal common or statutory laws or regulations) to the participants and to the Municipality, as applicable, will be fully and forever discharged with respect to Municipality's MERS DC Plan, shall fully and finally terminate, and will be transferred to and fully assumed by Municipality and its governing body, as investment fiduciary, plan fiduciary, plan administrator and trustee of the Non-MERS Successor DC Plan.
7. It is the sole and exclusive obligation of the Municipality to comply with the requirements of Article 9, Section 24 of the 1963 Michigan Constitution, which requires that the accrued financial benefits of the participants shall not be impaired or diminished, and Municipality hereby represents and warrants that Municipality's termination of participation in Municipality's MERS DC Plan will not result in any constitutionally prohibited diminishment of any accrued financial benefit by participants.

8. MERS shall not be liable to Municipality, participants, beneficiaries or to any other party (or to any person or entity claiming through a party) for lost profits or for special, incidental, consequential or exemplary damages arising out of or in any manner connected with this Agreement or the subject matter hereof, regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), and regardless of whether or not such Party has been informed of, or otherwise might have anticipated, the possibility of such damages. MERS' liability will be limited to the greatest extent permitted by law.
9. Municipality agrees that it may not cancel, terminate nor revoke this Agreement, and that this Agreement shall survive the termination of Municipality and shall be binding upon Municipality's successors and assigns. All obligations, representations, warranties, covenants, agreements and acknowledgments herein contained shall be deemed to be made by and binding upon Municipality and its successors and assigns.
10. Municipality shall indemnify and hold harmless MERS, its directors, managers, officers, employees, agents, affiliates, successors, heirs and assigns (collectively, the "Indemnified Persons") from and against any losses, claims, damages, liabilities, fines, penalties, costs of any type or description, whether awarded by a Court or by settlement, attorneys' fees, costs and expenses imposed on or incurred by any Indemnified Person to which any of them may incur arising of the subject matter or matters of this Agreement, including but not limited to claims brought by or on behalf of Municipality's former or current employees (a "Claim Against MERS"). Municipality will reimburse each Indemnified Person for their actual legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The indemnity and reimbursement obligations of Municipality shall be in addition to any liability that Municipality may otherwise have (including, without limitation, liability for breach of fiduciary duty). MERS shall provide Municipality with prompt written notice of any Claim Against MERS. No matter in which an Indemnified Person is party arising out of the subject matter of this Agreement may be settled or otherwise consensually resolved without MERS' express written consent.
11. The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither Party has relied upon any representation, express or implied, not contained in the Agreement. All Parties hereto have participated in the drafting of this Agreement and no term herein shall be construed against either Party hereto as a result. All Parties hereto agree that they have full right, power, authority and capacity to enter into and execute the Agreement and do so of their own volition.
12. The Parties agree to cooperate fully and execute any and all documents and to take all additional actions necessary to give full force and effect to the terms and intent of this Agreement.
13. This Agreement and any and all disputes arising directly or indirectly from this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of law

provisions. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Circuit Court of the State of Michigan for Eaton County for all suits, actions or proceedings directly or indirectly arising out of or relating to the Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum.

14. The rights and remedies of the Parties are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
15. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both Parties.
16. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effectuates the Parties' intent.
17. All provisions of this Agreement survive the discharge of the duties and obligations set forth above.
18. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute the complete executed agreement. The signature of any Party transmitted by fax, email or made electronically is legally binding.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, to be effective as of August 12, 2025.

MUNICIPAL EMPLOYEES'  
RETIREMENT SYSTEM OF MICHIGAN

By: \_\_\_\_\_

Name: Kerrie Vanden Bosch

Title: Chief Executive Officer

Date: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Name: Roslyn Grafstein

Title: Mayor

Date: 06/23/2025

By: \_\_\_\_\_

Name: Cheryl Rottmann

Title: City Clerk

Date: 06/23/2025



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/23/25

**PREPARED BY:** Cheryl Rottmann, Deputy City Manager/City Clerk

**AGENDA ITEM CONTENT:** St. Jude Iraq - Resolution for Charitable Gaming License

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** n/a

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

St. Jude Iraq is a non-profit corporation that is located in the City of Madison Heights. They are dedicated to providing care and support to sick and orphaned children in Iraq, particularly those from religious minority communities and displaced families. They are seeking a raffle license from the State of Michigan. Per the State, they have to submit a document titled "Local Governing Body Resolution for Charitable Gaming Licenses" as required by MCL 432.103a(i)(ii). This document must be reviewed by the Madison Heights City Council and resubmitted prior to approval of the license.

A representative of St. Jude Iraq will be present at the meeting to answer any questions.

**RECOMMENDATION:**

Staff recommends approval of the required Local Governing Body Resolution for Charitable Gaming Licenses for St. Jude Iraq.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Item 3.

Date: OCT 16 2015

ST JUDE IRAQ  
C/O STEVEN NOFAR  
21420 GREATER MACK AVE  
ST CLAIR SHORES, MI 48080

Employer Identification Number:  
47-4482096  
DLN:  
17053202333005  
Contact Person:  
MITCHELL P STEELE ID# 31360  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
July 9, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

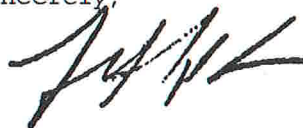
For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

ST JUDE IRAQ

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947

**From:** [Cathleen](#)  
**To:** [Cheryl Rottmann](#)  
**Cc:** [Ann Asmar](#); [Kyle Attisha](#); [Jacob Meyou](#); [Julia Zeer](#)  
**Subject:** Re: Charitable Gaming License Question  
**Date:** Tuesday, June 10, 2025 6:32:20 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Dear Cheryl,

I hope this message finds you well. I wanted to introduce you to St. Jude Orphans, a nonprofit organization dedicated to providing care and support to sick and orphaned children in Iraq, particularly those from religious minority communities and displaced families.

### **Our Mission**

St. Jude Orphans is committed to offering hope to suffering, sick, and homeless children. We focus on delivering essential care and support, ensuring that these children are not alone in their journey. Our mission is to relieve the burdens of mothers, allowing them to focus solely on nurturing their children, and to provide a future where every child has the opportunity to thrive .

### **Our Vision**

We envision a world where no child is left without the care and opportunities they need to succeed. Our organization strives to be a steadfast guardian for the sick and orphaned children of Iraq, fostering a community of hope and compassion .

We also work with local charity groups to provide aid locally as well. We have done can and coat drives for the homeless as well as toy drives for underprivileged children

For more information please visit our website at [www.saintjudeorphans.org](http://www.saintjudeorphans.org). Or feel free to reply back with any questions. Please also feel free to talk with the our organization's leader Ann Asmar via email or phone call at [annasmar@yahoo.com](mailto:annasmar@yahoo.com) or 248-250-1428

Thank you for your interest in supporting children in need. Together, we can make a meaningful difference in their lives.

Warm regards,

Cathleen Sadik  
 Secretary  
 St. Jude Orphans  
 248-909-7280

On Mon, Jun 9, 2025 at 7:04 PM Cheryl Rottmann <[cherylrottmann@madison-heights.org](mailto:cherylrottmann@madison-heights.org)> wrote:

If you could just send some background information about your organization to provide to the Council, that would be appreciated.



Cheryl E. Rottmann, MMC, MiPMC

Deputy City Manager/City Clerk

City of Madison Heights

300 W. 13 Mile Road

Madison Heights, MI 48071

248-583-0826

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**From:** Ann Asmar <[annasmar@yahoo.com](mailto:annasmar@yahoo.com)>

**Sent:** Monday, June 9, 2025 4:13 PM

**To:** Kyle Attisha <[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)>; Cathleen <[cathleensadik@gmail.com](mailto:cathleensadik@gmail.com)>

**Cc:** Cheryl Rottmann <[cherylrottman@madison-heights.org](mailto:cherylrottman@madison-heights.org)>; Jacob Meyou <[jacob@nofarlaw.com](mailto:jacob@nofarlaw.com)>; Julia Zeer <[julia@nofarlaw.com](mailto:julia@nofarlaw.com)>

**Subject:** Re: Charitable Gaming License Question

I CAN ALSO ASSIST WITH THE QUESTIONS IF NEEDED. THANKS

On Monday, June 9, 2025 at 03:45:02 PM EDT, Cathleen <[cathleensadik@gmail.com](mailto:cathleensadik@gmail.com)> wrote:

Hello Cheryl,

I hope you are doing well. My name is Cathleen and I am the secretary for our organization. What questions did you have for me?

Kind Regards

Cathleen Sadik

On Mon, Jun 9, 2025, 9:29 AM Kyle Attisha <[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)> wrote:

The org is recognized as tax-exempt as a 501(c)(3) org. Please see attached for the determination letter.

Looping in Cathleen Sadik from the org, who can you give you more details on the background.

Regards,

Kyle Attisha, Esq.

**NOFAR | LAW**  
BUSINESS LAW, ESTATE PLANNING AND TAX

**Nofar Law PLLC**

[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)

[32600 Telegraph Rd. Ste 100.](#)

[Bingham Farms, MI 48025](#)

ph: 248.268.8600; efax: 248.268.8601

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---

**From:** Cheryl Rottmann <[CherylRottmann@madison-heights.org](mailto:CherylRottmann@madison-heights.org)>

**Sent:** Monday, June 9, 2025 8:30 AM

**To:** Kyle Attisha <[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)>

**Cc:** Jacob Meyou <[jacob@nofarlaw.com](mailto:jacob@nofarlaw.com)>; Julia Zeer <[julia@nofarlaw.com](mailto:julia@nofarlaw.com)>

**Subject:** RE: Charitable Gaming License Question

Hello,

I will need some information regarding your organization, such as your non-profit recognition by the IRS and background information about your organization before I can put this on our agenda.

Cheryl E. Rottmann, MMC, MiPMC

Deputy City Manager/City Clerk

City of Madison Heights

[300 W. 13 Mile Road](#)

[Madison Heights, MI 48071](#)

248-583-0826

---

**From:** Kyle Attisha <[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)>  
**Sent:** Friday, June 6, 2025 1:30 PM  
**To:** Cheryl Rottmann <[CherylRottmann@madison-heights.org](mailto:CherylRottmann@madison-heights.org)>  
**Cc:** Jacob Meyou <[Jacob@nofarlaw.com](mailto:Jacob@nofarlaw.com)>; Julia Zeer <[julia@nofarlaw.com](mailto:julia@nofarlaw.com)>  
**Subject:** Fw: Charitable Gaming License Question

Hi Cheryl,

My name is Kyle Attisha, and I am an attorney representing a nonprofit organization with an office located in the City of Madison Heights—St. Jude Iraq.

Please see the email below for context, but in summary, I would like to respectfully request that an item be placed on the agenda for the June 23 City Council meeting. The item would be a proposal for a resolution recognizing St. Jude Iraq as a nonprofit organization operating in the community, for the purpose of obtaining charitable gaming licenses.

I've attached the document in that the city council would use to approve or disapprove such resolution (see page 3). Please let me know if any additional information or documentation is needed to facilitate this request.

Thank you for your time and consideration.

Regards,

Kyle Attisha, Esq.



**Nofar Law PLLC**

[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)

[32600 Telegraph Rd. Ste 100.](#)

[Bingham Farms, MI 48025](#)

ph: 248.268.8600; efax: 248.268.8601

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Any tax advice in this e-mail, including attachments, may not be used to promote any tax related matter.

This e-mail originates from a law office. If you have not signed a retainer letter describing the services to be provided and the amount to be paid for those services you should assume that you are not a client. For example, I use this email address for listserv responses and personal e-mails. On the other hand, it may contain privileged information. If you received this e-mail by accident, please destroy it, and contact Steven M. Nofar in one of the ways shown above. Thank you.

---

**From:** Harley Mordarski <[HarleyMordarski@madison-heights.org](mailto:HarleyMordarski@madison-heights.org)>

**Sent:** Wednesday, May 28, 2025 3:27 PM

**To:** Kyle Attisha <[kyle@nofarlaw.com](mailto:kyle@nofarlaw.com)>

**Cc:** Cheryl Rottmann <[CherylRottmann@madison-heights.org](mailto:CherylRottmann@madison-heights.org)>

**Subject:** Charitable Gaming License Question

Hi there,

Thank you for your phone call earlier! The first step is to contact the State of Michigan Charitable Gaming Division to complete the required application. You can get started here:

[www.michigan.gov/cg](http://www.michigan.gov/cg). There are many different raffle licenses to choose from, all with different requirements. The State should help you select which one is appropriate for your type of raffle.

Once you've filled out your portion of the application, please send the form to the City Clerk's Office for their review. Once the Clerk's office has the application, we can place an item on a City Council agenda for a resolution. Please note that the Clerk's Office will need the paperwork no later than two weeks before the scheduled Council meeting. Our next meeting is June 9<sup>th</sup>, and the following after is June 23<sup>rd</sup>.

Does this help with the next steps? I CC'd Cheryl, our City Clerk, on this email for follow-up questions.

Best,

Harley



**Harley Mordarski** (She/Her)

*Assistant to the City Manager*

248-583-0829

[harleymordarski@madison-heights.org](mailto:harleymordarski@madison-heights.org)

[www.madison-heights.org](http://www.madison-heights.org)

[300 W 13 Mile Rd. Madison Heights, MI 48071](#)

## QUALIFICATION INFORMATION

**THIS IS AN INFORMATION FORM ONLY, NOT A LICENSE APPLICATION.** Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

### 1. ORGANIZATION INFORMATION

Organization Name <b>ST. JUDE IRAQ</b>			Organization Telephone Number	
Organization Physical Street Address <b>27031 Dequindre Rd</b>				
City <b>Madison Heights</b>	State <b>Michigan</b>	Zip Code <b>48071</b>	County <b>63 Oakland</b>	
Organization Mailing Address			<input checked="" type="checkbox"/> Same as Physical Address	
City	State	Zip Code	County	
Organization Email Address				

### 2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

The mission of St Jude of Iraq is to improve the lives of orphans and at risk children primarily in Iraq through care and support of the community

### 3. LICENSE APPLICATION

Enclosed is a completed application and fee for a ☐ Bingo ☒ Raffle ☐ Charity Game Ticket license

For all license applications, visit our website at [www.michigan.gov/cg/qualify-and-apply](http://www.michigan.gov/cg/qualify-and-apply). Make checks payable to STATE OF MICHIGAN.

### 4. PRINCIPAL OFFICER INFORMATION

Principal Officer Name <b>Ann Asmar</b>			Title <b>President</b>	
Mailing Address <b>27031 Dequindre Rd</b>			City <b>Madison Heights</b>	
State <b>Michigan</b>	Zip Code <b>48071</b>	Telephone Number (Day)		Telephone Number (Evening)
Email Address <b>annasmar@yahoo.com</b>				
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.				
Principal Officer Signature				Date

### 5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.





## LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



## LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_,  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_.  
APPROVAL/DISAPPROVAL

### APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

### DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/23/25

**PREPARED BY:** Sean P. Ballantine, Director of Public Services

**AGENDA ITEM CONTENT:** Director of Public Services - SOCPWA Mutual Aid Authority Agreement

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:** \$

**FUND:**

**EXECUTIVE SUMMARY:**

The City of Madison Heights has been a long-time member of the Southeastern Oakland County Public Works Association (SOCPWA), a group of public works professionals in the area who meet monthly to collaborate and exchange ideas. As part of this association, the City is also a member of its Mutual Aid Authority, with the last agreement dating back to 1987 (attached). SOCPWA recently updated this agreement to eliminate obsolete language related to seated committees, as well as membership requirements, such as providing an inventory list of available equipment and materials annually. These changes primarily relate to advances in technology and communications since the original agreement was drafted.

**RECOMMENDATION:**

Staff recommends that Council approve the updated Agreement with the Southeastern Oakland County Public Works Association – Public Works Mutual Aid Authority, and authorize the Mayor and City Clerk to sign on behalf of the City.

**MEMORANDUM**

Item 4.

**DATE:** June 17, 2025  
**TO:** Melissa R. Marsh, City Manager  
**FROM:** Sean P. Ballantine, Director of Public Services  
**SUBJECT:** SOCPWA Mutual Aid Authority Agreement

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The City of Madison Heights has been a long-time member of the Southeastern Oakland County Public Works Association (SOCPWA), a group of public works professionals in the area who meet monthly to collaborate and exchange ideas. As part of this association, the City is also a member of its Mutual Aid Authority, with the last agreement dating back to 1987 (attached).

The SOCPWA Mutual Aid Authority allows the city to provide and request assistance from its neighboring communities in the event of an emergency or other unforeseen occurrence. Most recently, the City has been able to provide brush chipping services to Farmington Hills after a severe windstorm, and loaned large water main repair straps to Birmingham and Berkley. This cooperation maintains goodwill and professional relationships with our surrounding communities, and further enables us and our counterparts to provide vital public services on a regional level.

SOCPWA recently updated this agreement to eliminate obsolete language related to seated committees, as well as membership requirements, such as providing an inventory list of available equipment and materials annually. These changes primarily relate to advances in technology and communications since the original agreement was drafted.

Staff recommends that Council approve the updated Agreement with the Southeastern Oakland County Public Works Association – Public Works Mutual Aid Authority, and authorize the Mayor and City Clerk to sign on behalf of the City.

---

**City of Madison Heights**  
**Department of Public Services**  
801 Ajax Drive  
Madison Heights, Michigan 48071

# JOINT AND COOPERATIVE AGREEMENT FOR USE OF PERSONNEL AND EQUIPMENT DURING EMERGENCIES

## ----- SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION PUBLIC WORKS MUTUAL AID AUTHORITY

### I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

### II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. *Party* means a governmental unit which is a party to this Agreement.
2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. *Requesting party* means a party which requests assistance from other parties.
4. *Responding party* means a party which provides assistance to a requesting party.
5. *Assistance* includes personnel, materials and equipment.
6. *Requesting official* means the person who has been designated by the requesting party to request assistance from other parties.
7. *Responding official* means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. *Authority Secretary* means the secretary of the Public Works Mutual Aid Authority.

10. *Public Works Mutual Aid Authority* means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

### III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.
2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

### IV. PROCEDURE

1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.
4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.

6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.
7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.
8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.
9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.
10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.
11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

## V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

## VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

## VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

## VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on

behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

#### IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from \_\_\_\_\_, 2025 through \_\_\_\_\_, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

#### X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

#### XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

#### XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

#### XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

#### XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

#### XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

#### XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

#### XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

#### XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

#### XIX. EFFECTIVE DATE

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_\_.  
IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the City/Township of \_\_\_\_\_, MICHIGAN on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City/Township of \_\_\_\_\_

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Elected Official

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

SOUTHEASTERN OAKLAND COUNTY  
PUBLIC WORKS ASSOCIATION

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



# CONSTITUTION AND BY-LAWS OF THE SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION'S PUBLIC WORKS MUTUAL AID AUTHORITY

## ARTICLE I

### Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

## ARTICLE II

### Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of November 14, 2012:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	Farmington Hills	Ferndale	Hazel Park
Huntington Woods	Lathrup Village	Madison Heights	Novi
Oak Park	Orchard Lake Village	Pleasant Ridge	Rochester
Royal Oak	Southfield	SOCRRA	SOCWA
Village of Franklin			

## ARTICLE III

### Dues

Section I: Each member shall pay an annual membership fee of \$10.00 per year, which shall be due and payable on January 31 of each year.

## ARTICLE IV

### Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

## ARTICLE V

### Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

## ARTICLE VI

### Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

## ARTICLE VII Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

## ARTICLE VIII Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.

\*\*\*\*\*

RESOLUTION NO. 27

A RESOLUTION AUTHORIZING JOINT AND COOPERATIVE AGREEMENT FOR  
USE OF PERSONNEL AND EQUIPMENT-PUBLIC WORKS MUTUAL AID AUTHORITY

BE IT RESOLVED by the City of Madison Heights, as follows:

WHEREAS, the City of Madison Heights desires to become a member of the Southeastern Oakland County Public Works Association's public Works Mutual Aid Authority and its Assistant City Manager is its authorized representative, and; Deputy Superintendent its alternative representative, and;

WHEREAS, a mutual need exists between members of the Southeastern Oakland County Public Works association to share and assist one another in the areas of emergency, disaster control and mitigation, and;

WHEREAS, The City of Madison Heights considers it to be in the best interests of the City to enter into a mutual agreement with the other members of the Southeastern Oakland County Public Works Association;

NOW, THEREFORE BE IT RESOLVED, that the City of Madison Heights enter into agreement with the Southeastern Oakland County Public Works Association and hereby authorizes its Assistant City Manager to represent the City of Madison Heights in this Authority, and to authorize the Mayor and City Clerk to sign this Agreement on behalf of the City of Madison Heights.

Anna Sagan  
Witness Anna Sagan

George W. Suarez  
Mayor

January 30, 1987  
Date

Gualdini A. Case  
City Clerk

JUN 6 1986

JOINT AND COOPERATIVE AGREEMENT FOR USE OF  
PERSONNEL AND EQUIPMENT DURING EMERGENCIES  
SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION  
PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (S.E.O.C.P.W.A.) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations; and to authorize any municipal corporation to contract with any person or any municipal corporation, to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for a consideration; the result being to establish a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with power and authority to implement such services as set forth.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. "Party" means a governmental unit which is a party to this Agreement.
2. "Eligible party" means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. "Requesting party" means a party which requests assistance from other parties.
4. "Responding party" means a party which provides assistance to a requesting party.
5. "Assistance" includes personnel, materials and equipment.
6. "Requesting official" means the person who has been designated by the requesting party to request assistance from other parties.

## PUBLIC WORKS MUTUAL AID AUTHORITY DOCUMENT

PAGE 2

7. "Responding official" means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. "Emergency" means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. "Authority Secretary" means the secretary of the Public Works Mutual Aid Authority.
10. Public Works Mutual Aid Authority means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

## III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.
2. The Authority Secretary, elected from the membership of the SEOCPWA, shall maintain a current list of the parties to this Agreement. Whenever there is a change in the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.
3. Upon joining the Public Works Mutual Aid Authority, the party shall submit a list of their equipment to the Authority Secretary. This equipment list shall be updated annually and submitted annually to the Authority Secretary by December 31st of each year as a requirement for continued membership. Members of the Public Works Mutual Aid Authority shall provide and maintain sufficient equipment and labor to meet ordinary and routine maintenance and service requirements of its community.
4. The Authority Secretary shall distribute the equipment lists to all members. An equipment addendum sheet shall be distributed to all member parties by January 30th of each year.

## PUBLIC WORKS MUTUAL AID AUTHORITY DOCUMENT

PAGE 3

## IV PROCEDURE

1. Each party shall designate, and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this contract to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to a party.
4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to the responding party, if the responding official in his best judgement deems this is in the best interest of his own agency.
6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents equipment and materials, and shall assume all costs thereof during the assistance period.

7. A responding party shall be responsible for its own personnel, equipment and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.

8. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.

9. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.

10. The requesting party shall not be responsible for any injuries, losses or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

11. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

#### V. INSURANCE

Each party to this Agreement shall maintain insurance policies covering personal and public liability in the amount of not less than \$1,000,000 for each of the above mentioned risks and Worker's Compensation for its personnel. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.



## PUBLIC WORKS MUTUAL AID AUTHORITY DOCUMENT

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## VI. WITHDRAWAL AND TERMINATION

Any party may withdraw at any time upon thirty (30) days written notice to the Authority; such a party may become a party if later entering into this Agreement. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

## VII. EFFECTIVE DATE

This Agreement shall become effective on January 26, 1987,  
IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the

(City/Township) of Madison Heights, MICHIGAN on the 26th day of  
January, 1987.

WITNESS:

Anna Sagan  
Anna Sagan

WITNESS:

Carole Corbett  
Carole Corbett

CITY/TOWNSHIP OF Madison Heights

By:

George W. Suarez  
Chief Elected Official

By:

Sarah A. Case  
Clerk

Date:

1/30/87

SOUTHEASTERN OAKLAND COUNTY  
PUBLIC WORKS ASSOCIATION

WITNESS:

Kathryn S. Hyde

By:

Leslie Tenson

Date:

2-19-87

Department of Public Services  
801 Ajax Drive  
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
1974	401 Senior Citizens Base Station	Regular	Senior Citizens	10886	D-06	T1152S	
1975	402 White Wing Sweeper	Diesel	Streets	7420	E-03	003019T	
1983	403 Grader John Deere	Diesel	Streets	7452	E-04	496A-179CB	
1975	404 Clark Loader	Diesel	Streets	7419	E-05	2193381	
1968	405 John Deere Loader	Diesel	Streets				
1968	406 Ford Backhoe	Diesel	Streets		P-01	I361	
1981	407 Whirlwind II Sweeper	Diesel	Streets	7430	E-01	2MTD10359BCA23459	56X760
1983	408 Chevy Chevette Assessing 4 dr.	Unleaded	Assessors	12813	E-10	1G1AJ68C4DY137140	
	409 Chipper	Regular	Streets		N/Key	6038431	
	411 Chipper	Regular	Streets		N/Key	5953920	
1985	412 Pontiac 6000(T.Haran)	Unleaded	Assessors	10961	E-02	1G2AF19X8FT226145	
	413 Striper						
	414						
1979	415 Chevy Stake Truck	Regular	Streets	10516	C-07	C17DB9V104621	83X951
1985	416 Pontiac Bonneville 4 dr. (J. Carter)	Unleaded	Streets	10962	H-03	2G2GN69A2F2281003	73X241
	417						
1980	418 Ford Tandem Dump Truck	Diesel	Streets	7466	E-06	W80UVJA5913	56X732
1980	419 Ford Tandem Dump Truck	Diesel	Streets	7416	E-07	W80UVJA5912	56X817
	420						
1983	421 Dodge Diplomat 4 dr. (J. Crawford)	Unleaded	Recreation	12504	F-01	2B3RG26S4DR185627	56X781
	422						
1982	423 Dodge 1/2 ton Pick Up	Unleaded	Streets	14321	G-10	1B7FDB14H3D5420155	56X755
1983	424 Ford Dump Truck	Diesel	Streets	10890	E-02	1FDYK80U4DVA19265	56X763
1983	425 Ford Dump Truck	Diesel	Streets	7480	E-10	1FDYK80U2DV-A19264	56X826
1982	426 Ford Dump Truck	Diesel	Streets	7417	E-09	1FDYK80U3CV-A52563	56X733
1977	427 International Dump Truck	Regular	Streets	10821	I-03	D1022HCA10043X	56X829
1979	428 Chevy 1/2 ton Pick Up	Unleaded	Streets	14368	E-07	CCD149F367439	56X759
1986	429 GMC 7000 Aerial Truck	Regular	Streets	14253	B-06	1GDK7D1B2GV522648	56X799
1983	430 Dodge 3/4 ton Pick Up	Unleaded	Streets	10873	G-09	1B7KDB34U3D8418834	56X807
	431						
	432						
1980	433 Ford Tandem Dump Truck	Diesel	Streets	7416	E-08	1FDYK80U5BVJ17753	56X793
1986	434 Chevy Van Parts Truck	Unleaded	Motor Pool	14352	F-07	2GCDG15N4G4153159	56X769
	435						
	436						
	437						
	438						
1979	439 Chevy 1/2 ton Pick Up	Unleaded	Streets	12766	E-08	CCD149F367467	56X754
	440						
	441						
	442						
	443						
1985	444 Pontiac Bonneville 4 dr. (P. Connors)	Unleaded	D.P.S.	12550	E-01	2G2GN69A3F2281818	56X810
	445						
	446						
	447						
1985	448 Pontiac Bonneville C.M. (D. Lents)	Unleaded	Administration	10925	E-03	2G2GN69ASF2279245	300LHA
1969	449 Ford Tractor	Regular	Parks			C243239	
	450 Ford Tractor	Regular	Parks			C195882	
1979	451 Chevy 1/2 ton Pick Up	Unleaded	Water	12597	G-01	CCD149F478302	56X777

Department of Public Services  
801 Ajax Drive  
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
1980	452 Chevy Van	Regular	Water	14226	B-03	CGH33A4138187	75X040
1974	453 Ford Van Econoline 200	Regular	Water	14295	C-10	E24GHY06863	56X802
1979	454 Chevy Pick Up Truck (432 Bud's)	Unleaded	Custodial	10939	G-02	CCD149F444553	56X778
1982	455 Ford Backhoe	Diesel	Water	7403	F-04	C694967	
456							
457							
1978	458 Chevy Van	Unleaded	Water	12984	F-06	CGD1584119240	71X155
1979	459 Chevy Van	Unleaded	Water	12868	F-10	CDG1590127261	75X690
1979	460 Chevy 1/2 ton Pick Up (Ken's)	Unleaded	Sewer	12877	E-09	CCD149F367360	56X765
1986	461 Chevy 3/4 ton Pick Up (Ken's)	Regular	Water & Sewer	12719	F-09	1GCGC24MIGJ160309	56X806
1982	462 Ford Stake Flat Bed Dump	Regular	Sewer	10847	I-07	IFDNN60HOCVA48066	56X756
1983	463 Dodge 3/4 ton Pick Up	Unleaded	Sewer	14306	G-08	1B7KD34USD8418835	56X797
1979	464 International Dump Truck	Regular	Sewer	12730	D-10	AA162JHB26381	56X822
1975	465 Ford Vactor Cab Over	Regular	Sewer	14277	B-09	L80FVX07885	56X730
1977	466 GMC Step Van T.V. Truck	Regular	Sewer	10837	I-09	TPL3573605498	56X750
1973	467 Ford Cab Over Water Jet	Regular	Sewer	14201	B-10	C70EVT27490	56X795
1982	468 Ford Vactor	Diesel	Sewer	7414	F-02	IPDYR80U9CVA48657	56X794
469							
1981	470 Dodge Diplomat	Unleaded	Parks	10997	F-03	1B3BM46N7BG155356	56X808
1971	471 Jeep Gr. Short Cab W/Broom	Regular	Parks	10509	A-10	8305017 369826	56X771
1972	472 Jeep Gr. Full Cab	Regular	Parks	10870	E-03	J2F835TE11435	56X809
1983	473 Dodge Diplomat	Unleaded	Parks	14394	G-07	2B3BG26S4DR185630	56X804
1982	474 Dodge Power Wagon Pick Up	Unleaded	Parks	12985	G-06	1B7KW34R9CS280916	70X936
1985	475 Chevy 3/4 Ton 4 wheel drive	Regular	Parks	10819	D-05	1GCGK24MOGJ158125	56X748
476							
1977	477 Jeep Full Cab	Regular	Parks	12553	D-01	J7F93FA039989	56X805
1974	478 International Bus 42 Pass.	Regular	Senior Citizens	14235	C-05	1311093811	56X813
1982	479 Ford Dump Truck	Regular	Parks	14112	B-02	IFDNF80K3CVA48468	56X737
1984	480 Ford 14 Pass. Econoline 350	Regular	Senior Citizens	14274	C-08	1FTJ383Y7EHB85736	79X780
1978	481 International Dump Truck Cab Over	Regular	Parks	12671	E-10	D1022HCA12226	79X781
1982	482 Ford Bus 14 Pass.	Regular	Senior Citizens	10856	I-05	1FBHS31E4CHB01111	75X691
1984	483 Dodge Diplomat (Rudy's Code Enfor)	Unleaded	Code Enforcement	10924	F-02	1B3BG26S59EX577747	56X742
1978	484 Jeep Short Cab	Unleaded	Parks	12543	D-02	J8F83EA105218	72X563
1980	485 GMC Pick Up Truck	Regular	Parks	10831	G-05	TKM24A1528901	81X174
1980	486 Ford Bus 22 Pass.	Regular	Senior Citizens	10802	I-03	110G13599B906759190	83X803
1969	487 Ford Tractor Low Boy	Regular	Parks	14160	C-02	C245023	
1977	488 Ford Loader Tractor	Diesel	Parks	1231	F-08	C548169	
1969	489 Ford Tractor	Regular	Parks			C243283	
490	C.D.D. Base Station		City Hall				
1980	491 Ford Tractor	Diesel	Parks	1282	F-07	C653065	
1979	492 Pontiac 2 dr. (M. Shapiro)	Unleaded	Engineering	14320	F-08	2D27Y9P575473	
1986	493 Dodge Ram 4 Wheel Drive (P. Bertalan)	Unleaded	Engineering	12881	F-05	3B4GW12T7GM609990	56X747
1985	494 Pontiac Bonneville (A. Paske)	Unleaded	Engineering	12807	H-04	2G2GNG9A8F2279255	
1983	495 Chevy Chevette 4 dr. (D. Murray)	Unleaded	Engineering	12981	H-05	1G1AJ368C5DV137180	
1979	496 Pontiac 2 dr. (K. Garz)	Unleaded	Engineering	12899	F-09	2D27Y9P575767	
1981	497 Chevy Chevette 4 dr. (M. McGonigal)	Unleaded	Engineering	12855	G-04	1G1AB6890BA138082	
1980	498 Ford Fairmont 4 dr. (E. Connor)	Unleaded	Engineering	10959	G-03	FOX92A2A2521P	
1981	499 Chevy Chevette 4 dr.	Unleaded	Assessing	12907	G-05	1G1AB 689BA138078	
500							
501	Pete Connors						
502	Jack Carter						
503	Chester Pinkowski						
504	Ken Jasinski						
505	Jerry Dzeroogian						

Department of Public Services  
801 Ajax Drive  
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES#
506	Dave Shuten						
507	Jenny Crawford						
508	Dorothy Lents						
509							
510							
511							
512							
513							
514							
515							
516							
517							
518							
519							
1981	Ford 20 yard Peabody - One Man Packer	Diesel	Sanitation	7467	D-02	1FDYD80U7BVJ39341	56X822
1976	International 25 yard Heil - Two Man	Regular	Sanitation	14256	C-04	D1122GCA11388	56X772
1974	International 25 yard Heil - Two Man	Regular	Sanitation	14257	C-01	25791ECA16572	56X791
1978	Ford 20 yard Maxon - One Man Packer	Diesel	Sanitation	7405	D-06	D80DVBB0239	56X752
1979	Ford 20 yard Leach - Two Man Packer	Diesel	Sanitation	7404	D-08	R80DVG 5115	56X770
1980	Ford 20 yard Leach - Two Man Packer	Diesel	Sanitation	7401	D-01	R80UVGJ9776	75X668
526							
1982	Ford 25 yard Peabody - One Man Packer	Diesel	Sanitation	7451	D-03	1FDYD80UCVA54065	56X786
1983	Ford 25 yard Heil - Two Man Packer	Diesel	Sanitation	7457	D-04	1FDY80UXDVA30544	56X758
1985	Ford Maxon - One Man Packer	Diesel	Sanitation	7412	D-05	1FDYD80U7FVA26157	56X792
530							
1986	Ford Maxon - One Man Packer	Diesel	Sanitation	7440	D-07	1FDYD80U7GVA16987	56X788
532							
533							
1975	International Stake Bed	Regular	Sanitation	14236	C-09	22671ECA12391	56X790
535							
536							
537							
538							
539							
369	Roller	Unleaded	Streets	12939	H-06	only have 1 Key	
374	Overlow Flashing Arrow	Diesel	Streets	7433	F-05		

Department of Public Services  
801 Ajax Drive  
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES#
1978	300 125 Compressor						
	301 American Lincoln small sweeper						
	302 Generator						
	303 Flashing Arrow						
	304 Porta Patch asphalt recycler						
	305 Sensation Mower						
	306 Jacobsen Mower						
	307 Jacobsen Mower						
	308 Jacobsen Mower						
	309 Jacobsen Mower						
	310 Sear's Mower						
	311 Sear's Mower						
	312 Lawn Edger						
	313 Lawn Edger						
	314 Sno-Away						
	315 Lawn Blower						
	316 Lawn Blower						
	317						
	318 Olympek Weedwacker						
	319 Stihl Weedwacker						
	320 Stihl Weedwacker						
	321 Homelite Weedwacker						
	322 Stone Mixer						
	323 Blackwell Mixer						
	324 Cement Mixer						
	325 Jacobsen Hustler 50"						
	326 Sullivan Air Compressor 185CMP						
	327 Stihl Chaw Saw						
	328 ARC Welder-Miller						
	329 ARC Welder-Arco						
	330 175 Compressor						
	331 Elephant Vac						
	332 Elephant Vac						
	333 3" Trash Pump						
	334 3" Pump Hale						
	335 Generator Gillette						
	336 6" Pump Midland						
	337 Power Tamper						
	338 Bricksaw Eveready						
	339 Target - Concrete Saw						
	340 Yazoo Mower						
	341 Snapper Mower						
	342 Spreader						
	343 Mini Spreader						
	344 Howard Rotavator						
	345 Jacobsen Seeder						
	346 Homelite 3" Pump						
	347 Stihl Saw TS350						
	348 Waterous Floto Pump						
	349 Portable Ventilator						
	350 Sweepster Brooms						
	351 Hot Roller						
	352 Greenlite stripper						
	353 Leaf Loader						
	354 Leaf Loader						

SN-204539  
SN-114278347 MODEL#-038AU Super

Streets

H-03  
A-05

Department of Public Services  
801 Ajax Drive  
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
		F-04					
355	Leaf Loader						
356	Onan Generator						
357	Homelite Saw XL12						
358	Homelite Saw XL12						
359	Homelite Saw 77						
360	Homelite Saw 55						
361	Homelite Saw						
362	Gillette Generator 8 HP						
363	Toro Hustler						
364	Olathe Sweeper						
365	Toro 21" Mower						
366	Jacobsen Snow Blower						
367	Homelite Saw						
368	Jacobsen Hustler 72"						
369	Roller Vibratory						
370	Sear's						
371	Layton Paver						
372	Toro Edger						
373	Jacobsen Hustler 60"/50"						
374	Flashing Arrow						
375	Concession Trailer						
376	Homelite Pump 1"						
377	Olympyk Trimmer						
378	Olympyk Trimmer						
379	Trailer Orange/ single wheel Rogers						
380	Trailer Green dual wheel/ Berns						
381	Trailer New heavy duty Green, dual wheel						
382	Trailer New heavy duty Green, dual wheel						
383	Trailer Brown, single wheel, Toro						
384	Trailer Small brown utility, large single wheel						
385	Vibratory Tamper						
386	Honda Generator 3500						
387	Honda Generator 3" Trash						
388	Little Blower						
389	Stone Tamper						
390	Air Compressor						
391	Snow Blower Toro 4 HP						
392	Broadcaster Spreader EV-N-SPRED						
393							
394							
395							
396							
397							
398							
399							
400							

SN-3751062 MODEL#:S35-A  
SN-30000669 MODEL#:EB-3500X  
SN-3649426

Sewer  
Water  
Sewer  
Regular  
Regular  
Streets

10820 D-04

Regular Streets

City Council Regular Meeting  
Madison Heights, Michigan  
June 09, 2025

A City Council Regular Meeting was held on Monday, June 09, 2025 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

**PRESENT**

Mayor Roslyn Grafstein  
Mayor Pro Tem Mark Bliss  
Councilman Sean Fleming  
Councilman William Mier  
Councilor Emily Rohrbach  
Councilman David Soltis  
Councilor Quinn Wright

**ALSO PRESENT**

City Manager Melissa Marsh  
Assistant City Attorney Jeffrey Sherman  
Deputy City Manager/City Clerk Cheryl Rottmann

Councilor Rohrbach gave the invocation, and the Pledge of Allegiance followed.

**CM-25-77. Addition to the Agenda.**

Motion to add to the agenda under Communications, *Update on Non-Emergency Phone Outage*.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-78. MERS Defined Contribution Withdrawal and Transfer Agreement.**

City Manager Marsh stated that this public hearing is to receive comments on the proposed Municipal Employees' Retirement System of Michigan (MERS) Defined Contribution (DC) Withdrawal and Transfer Agreement. As required by MERS Retirement Board Termination Policy and Procedure, the process to withdraw from this DC plan requires public notice at two consecutive regularly scheduled meetings of the City Council. The first public hearing is scheduled for today, and the second is planned for June 23, 2025. The Resolution to Terminate Participation in the MERS 401(a) Defined Contribution Plan has been drafted which, if approved at the June 23, 2025

meeting, will permit the city to execute the MERS Withdraw and Transfer Agreement to move funds to Mission Square.

Mayor Grafstein opened the public hearing at 7:33 p.m. Seeing no one wishing to speak, Mayor Grafstein closed the public hearing at 7:33 p.m.

Motion to authorize the Mayor and City Clerk to sign the MERS Withdrawal and Transfer Agreement on behalf of the city and to schedule a second public hearing on June 23, 2025.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

## **MEETING OPEN TO THE PUBLIC:**

Paul Sanders, resident, spoke in opposition to reducing lanes on 11 Mile Road.

### **CM-25-79. Consent Agenda.**

Motion to approve the Consent Agenda as read.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

### **CM-25-80. Clinton River Watershed Council - Stormwater Education Program.**

Motion to approve the contract with Clinton River Watershed Council effective October 1, 2025, to provide educational services as required by the City of Madison Heights MS4 permit and authorize the Mayor and City Clerk to sign on behalf of the City.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.



**CM-25-81. Director of Public Services - 2025 LRIP Grant Cost Participation Agreement.**

Motion to approve the Cost Participation Agreement for the 2025 LRIP program and authorize the mayor to electronically sign on behalf of the city.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-82. 2025 West Nile Virus Resolution.**

Motion to approve the following Resolution enabling the Department of Public Services to request the annual West Nile Virus Fund Expense Reimbursement from Oakland County.

**RESOLUTION**

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, The City of Madison Heights of Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW THEREFORE BE IT RESOLVED, The Mayor and City Council of Madison Heights authorizes and directs its Public Works Supervisor, Chris Woodward, as agent for the City of Madison Heights, in the manner and to the extent provided under Oakland County Board of Commissioners 2025 Mosquito Smarts Program to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-83. Franchise Fee Audit.**

Motion to approve a Professional Services Agreement with Azavar for a franchise fee audit for the City of Madison Heights and authorize the City Manager to sign on behalf of the city.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-84. Playground Mulch Installation.**

Motion to award the bid for Playground Mulch Installation to the lowest qualified bidder, Superior Groundcover Inc., of Grand Rapids, for a unit cost of \$34.95 per cubic yard, not to exceed \$50,000.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-85. City Council Regular Meeting Minutes of May 12, 2025.**

Motion to approve the City Council Regular Meeting minutes of May 12, 2025, as printed.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-86. Right-of-Way Property Acquisition United Methodist Church.**

Motion to authorize the City Manager and Clerk to sign the Property Transfer Agreement and record Quit Claim Deed for the acquisition of 27ft of Right-of-Way for the sum of one and 00/100 (\$1.00) dollar. In exchange for this additional Right-of-Way, it is understood that the Madison Heights Downtown Development Authority shall bear all costs of the removal and replacement of the United Methodist Church sign.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-87. Special Land Use Request #PSP 25-02 - 436 E. 14 Mile Road - Major  
Auto Repair and Service.**

Motion to approve the Special Land Use request number PSP 25-02 for a major auto repair and service facility at 436 E. 14 Mile Road based upon the Planning Commission findings and with the following conditions:

1. A Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.
  - e. Lighting will be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required.
2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.
3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.

Joseph Gorial, representing the applicant, stated improvements include upgraded lighting, painted exterior and interior, and upgraded landscaping. The interior will be mainly a collision shop.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**CM-25-88. Annual Microsoft Licenses.**

Motion to approve the purchase of Microsoft 365 P1, G1 and G3 licenses in the amount of \$63,432.00.

In response to Mayor Pro Tem Bliss, Skynet Representative Ty Dolin noted that the G3 licenses do not include Co-Pilot and to do so would require an upgrade.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,  
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor  
Wright

Motion carried.

**COUNCIL COMMENTS:**

Mayor Pro Tem Bliss noted that he does not support the adopted Streetscape plan for 11 Mile Road. He appreciates the Skynet representative for coming before Council this evening and he appreciates the awareness that it brings to the public on the issue. He is glad that the path forward is clear, and he looks forward to the changes that will be put in place including communication and how failures will be handled in the future. He wished a Happy Anniversary to his wife, Allie, and stated that he appreciates all her support through the years.

Councilman Mier stated to be sure to participate in the many wonderful things that are going on in the city.

Councilor Wright wished everyone a Happy Pride Month. He thanked the Madison Heights Police department and the Crime Commission for their work on the Bike Rodeo, which was another successful event. He gave a reminder that the Arts Board and HREC Arts and Pride event will be on June 22<sup>nd</sup>, so come on out, everyone is welcome. He gave a huge kudos to the HREC for their participation in the Lantern Festival, noting it was a great event that featured traditional and modern asian culture and an overall great experience. It is Men's Health Awareness Month, so check on the men in your life. Happy Father's Day to all the fathers on Council and the public. And it is time to start thinking about Revin' in the Heights on September 13<sup>th</sup>. It is going to be a lot of fun and there will be more details to come. Remember to be kind.

City Attorney Sherman had no comments this evening.

City Manager Marsh had no comments this evening.

Deputy City Manager/City Clerk Rottmann had no comments this evening.

Councilor Rohrbach thanked the ECC for their participation in native plant sale in May. All funds go towards ECC initiatives, including the garden grant program. Congrats to those that participated and or planned the Asian Lantern Festival, the Bike Rodeo, Arts and Pride and Juneteenth. Juneteenth will be a wonderful event and great way to recognize the fulfillment of the American promise, and she encouraged all to join the celebration.

Councilman Fleming participated in the parade and service for Memorial Day and thanked those that participated. He wished Jean Linville well, as she was unable to attend the event this year. If you are passionate about the parade and military service, please come forward to help, it is

important to our service members. For the Bike Rodeo, he went to SEMCOG and picked up materials to distribute and the Bike Rodeo gave out helmets. This event is a great opportunity for residents to nurture relationships with our police. The city-wide garage sale is on June 21<sup>st</sup>. There is a lot of construction right now and the workers' safety is paramount. Please slow down for their safety and look out for the workers. He clarified that the 11 Mile Streetscape will not have kids riding in the road, but rather it will have an expanded 8-foot-wide sidewalk, to give space for pedestrians and bike riders to ride.

Councilman Soltis stated he promised the City Manager that he would learn to play pickleball.

Mayor Grafstein noted that we had the grand opening of the pickleball courts, there was a great crowd, and it went very well. She stated that she appreciated Councilor Wright being a good sport participating in hula dancing at the Lantern Festival, which was a really nice event. The Arts Board Gala was a nice event honoring Madison Height's native Natalie Malotke. She stated that Memorial Day is not only about the parade, but it is about the veterans and their families. Please keep Jean Linville in your thoughts. She stated that Walter Himler, our WW2 veteran, was at the Memorial Day event and he recently celebrated his 100th birthday. Unfortunately, he passed this week, and he will be missed. Please keep his family in your thoughts and prayers. The next Council meeting is June 23rd.

#### **ADJOURNMENT:**

Having no further business, Mayor Grafstein adjourned the meeting at 8:35 p.m.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/24/25

**PREPARED BY:** Linda Kunath, Finance Director/Treasurer

**AGENDA ITEM CONTENT:** Amendments to FY 2024-25 Budget and Carryforwards to Amend the FY 2025-26 Budget.

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

The State of Michigan's Budget Law requires that any budget amendments be approved by City Council. The budget amendments are submitted to ensure that the FY 2024-25 and FY 2025-26 Budgets are in compliance with state law. If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds. This approval requires a majority vote of City Council.

**RECOMMENDATION:**

If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds.

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b>General Fund (101)</b>						
<u>Revenues</u>						
Property Taxes	\$ 26,125,670	\$ -	\$ -	\$ 140,000	\$ -	\$ 26,265,670
Business Licenses/Permits	553,423	-	-	90,000	-	643,423
Non-Business License/Permits	662,500	-	50,000	50,000	-	762,500
Federal Shared Revenues	125,382	-	625,000	26,638	(600,000)	177,020
State Shared Revenues	7,176,824	-	(227,918)	277,435	(403,200)	6,823,141
Other Governmental Revenues	294,836	-	-	-	-	294,836
County Shared Revenues	38,186	-	22,500	-	-	60,686
SMART Shared Revenues	70,019	-	-	-	-	70,019
Court Revenues	1,743,000	-	-	(318,000)	-	1,425,000
Charges for Services	260,430	-	-	24,000	-	284,430
Sales - Miscellaneous	6,450	-	-	-	-	6,450
Recreation Program Revenues	289,000	-	-	-	-	289,000
Miscellaneous Revenues	2,112,101	-	601,262	380,000	-	3,093,363
Sale of Fixed Assets	97,000	-	-	-	-	97,000
Departmental Charges	821,480	-	-	-	-	821,480
Transfers	2,275,395	-	(1,618,123)	(566,544)	-	90,728
(Contr. To)/Use of Fund Balance	-	2,370,571	2,064,111	130,577	(3,568,663)	996,596
Total Revenues	\$ 42,651,696	\$ 2,370,571	\$ 1,516,832	\$ 234,106	\$ (4,571,863)	\$ 42,201,342
<u>Expenditures</u>						
Mayor & Council	\$ 61,875	\$ -	\$ -	\$ -	\$ -	\$ 61,875
City Manager	413,338	-	-	-	-	413,338
Finance	916,912	-	-	-	-	916,912
City Clerk	448,646	-	-	-	-	448,646
Information Technology	539,590	96,000	63,847	19,516	(220,750)	498,203
Insurance	281,500	-	-	104,248	-	385,748
Board of Review	3,043	-	-	-	-	3,043
General Administration	605,116	26,700	109,151	-	-	740,967
Assessing	245,242	-	-	-	-	245,242
Election	139,284	10,000	18,000	-	-	167,284
DPS-Municipal Building	186,662	-	500,000	-	(620,000)	66,662
Legal	375,000	-	-	-	-	375,000
DPS-Custodial & Maintenance	194,488	-	-	5,000	-	199,488
Human Resources	533,225	-	-	-	-	533,225
District Court	1,741,108	44,680	-	-	(141,505)	1,644,283
Police	14,416,351	502,000	79,120	-	(190,084)	14,807,387
Fire	10,206,231	157,369	41,435	-	(1,347,000)	9,058,035
DPS-Streets	1,348,722	243,747	44,262	-	(165,896)	1,470,835
DPS-Solid Waste	4,368,731	150,000	536,017	-	(1,046,800)	4,007,948
Community Development	1,259,906	15,775	100,000	-	(110,000)	1,265,681
DPS-Recreation	396,436	-	-	-	-	396,436
DPS-Parks	986,164	1,064,300	-	50,000	(676,000)	1,424,464
DPS-Nature Center	-	-	-	-	-	-
DPS-Active Adult Center	476,226	50,000	-	18,000	(46,828)	497,398
Library	997,292	10,000	25,000	-	(7,000)	1,025,292
Pension Obligation Debt Services	1,028,108	-	-	-	-	1,028,108
Transfer Out	482,500	-	-	37,342	-	519,842
Total Expenditures	\$ 42,651,696	\$ 2,370,571	\$ 1,516,832	\$ 234,106	\$ (4,571,863)	\$ 42,201,342

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b>Major Streets (202)</b>						
<u>Revenues</u>						
State Shared Revenues	\$ 2,596,466	\$ -	\$ -	\$ -	\$ -	\$ 2,596,466
County Shared Revenues	85,391	-	-	-	-	85,391
Miscellaneous Revenues	-	-	-	-	-	-
Prior Years Fund Balance	(590,848)	992,508	190,000	-	(1,492,508)	(900,848)
Total Revenues	<u>\$ 2,091,009</u>	<u>\$ 992,508</u>	<u>\$ 190,000</u>	<u>\$ -</u>	<u>\$ (1,492,508)</u>	<u>\$ 1,781,009</u>
<u>Expenditures</u>						
Construction	\$ 1,425,000	\$ 992,508	\$ 190,000	\$ -	\$ (1,492,508)	\$ 1,115,000
Maintenance	149,954	-	-	-	-	149,954
Traffic Services	201,521	-	-	-	-	201,521
Winter Maintenance	204,945	-	-	-	-	204,945
Administration	11,910	-	-	-	-	11,910
County Roads	97,679	-	-	-	-	97,679
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 2,091,009</u>	<u>\$ 992,508</u>	<u>\$ 190,000</u>	<u>\$ -</u>	<u>\$ (1,492,508)</u>	<u>\$ 1,781,009</u>
<b>Local Streets (203)</b>						
<u>Revenues</u>						
Property Taxes	\$ 2,028,464	\$ -	\$ -	\$ -	\$ -	\$ 2,028,464
State Shared Revenues	1,203,720	-	-	-	-	1,203,720
County Shared Revenues	0	-	-	-	-	-
Miscellaneous Revenue	5,000	-	-	-	-	5,000
Transfers In	0	-	-	-	-	-
Prior Years Fund Balance	(750,914)	-	-	-	-	(750,914)
Total Revenues	<u>\$ 2,486,270</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,486,270</u>
<u>Expenditures</u>						
Construction	\$ 1,938,000	\$ -	\$ -	\$ -	\$ -	\$ 1,938,000
Maintenance	319,268	-	-	-	-	319,268
Traffic Services	157,821	-	-	-	-	157,821
Winter Maintenance	60,020	-	-	-	-	60,020
Administration	11,161	-	-	-	-	11,161
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 2,486,270</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,486,270</u>



**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b><u>Parks Maintenance &amp; Improvement Fund (208)</u></b>						
<u>Revenues</u>						
Miscellaneous	\$ 45,544	\$ -	\$ -	\$ -	\$ -	\$ 45,544
Prior Years Fund Balance	-	-	-	73,000	-	73,000
Total Revenues	<u>\$ 45,544</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 73,000</u>	<u>\$ -</u>	<u>\$ 118,544</u>
<u>Expenditures</u>						
Parks Maintenance & Improvement	\$ 45,544	\$ -	\$ -	\$ 73,000	\$ -	\$ 118,544
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 45,544</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 73,000</u>	<u>\$ -</u>	<u>\$ 118,544</u>
<b><u>Downtown Development Authority (248)</u></b>						
<u>Revenues</u>						
Property Taxes	\$ 239,521	\$ -	\$ -	\$ -	\$ -	\$ 239,521
State Shared Revenues	40,249	-	-	-	-	40,249
County Shared Revenues	-	-	313,982	-	-	313,982
Miscellaneous Revenue	250	-	-	-	-	250
Prior Years Fund Balance	290,954	-	70,972	-	(725,562)	(363,636)
Transfers In	-	-	-	-	-	-
Total Revenues	<u>\$ 570,974</u>	<u>\$ -</u>	<u>\$ 384,954</u>	<u>\$ -</u>	<u>\$ (725,562)</u>	<u>\$ 230,366</u>
<u>Expenditures</u>						
Downtown Development	\$ 88,246	\$ -	\$ -	\$ -	\$ -	\$ 88,246
Capital Outlay	455,000	-	384,954	-	(725,562)	114,392
Transfers	27,728	-	-	-	-	27,728
Total Expenditures	<u>\$ 570,974</u>	<u>\$ -</u>	<u>\$ 384,954</u>	<u>\$ -</u>	<u>\$ (725,562)</u>	<u>\$ 230,366</u>
<b><u>Drug Forfeiture Fund (265)</u></b>						
<u>Revenues</u>						
Other Governmental Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	250	-	-	-	-	250
Transfers In	-	-	-	-	-	-
Prior Years Fund Balance	39,500	41,879	-	-	-	81,379
Total Revenues	<u>\$ 39,750</u>	<u>\$ 41,879</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 81,629</u>
<u>Expenditures</u>						
Vehicle - State, Patrol Vehicles	\$ 39,750	\$ 41,879	\$ -	\$ -	\$ -	\$ 81,629
Total Expenditures	<u>\$ 39,750</u>	<u>\$ 41,879</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 81,629</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b><u>Community Improvement Fund (276)</u></b>						
<u>Revenues</u>						
Federal Shared Revenues	\$ 148,924	\$ -	\$ -	\$ 110,000	\$ -	\$ 258,924
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 148,924</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 110,000</u>	<u>\$ -</u>	<u>\$ 258,924</u>
<u>Expenditures</u>						
Community Development	\$ 148,924	\$ -	\$ -	\$ 110,000	\$ -	\$ 258,924
Total Expenditures	<u>\$ 148,924</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 110,000</u>	<u>\$ -</u>	<u>\$ 258,924</u>
<b><u>Special Assessment Revolving (297)</u></b>						
<u>Revenues</u>						
Use of Fund Balance	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Total Revenues	<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,000</u>
<u>Expenditures</u>						
Construction	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ 27,500
Transfers Out	2,500	-	-	-	-	2,500
Total Expenditures	<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,000</u>
<b><u>Municipal Building Bond (370)</u></b>						
<u>Revenues</u>						
Transfers In	\$ 482,500	\$ -	\$ -	\$ -	\$ -	\$ 482,500
Total Revenues	<u>\$ 482,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 482,500</u>
<u>Expenditures</u>						
Debt Service	\$ 482,500	\$ -	\$ -	\$ -	\$ -	\$ 482,500
Total Expenditures	<u>\$ 482,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 482,500</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b>Water &amp; Sewer Fund (592)</b>						
<u>Revenues</u>						
Sales of Water	\$ 5,569,911	\$ -	\$ -	\$ 23,000	\$ -	\$ 5,592,911
Sales of Sewer	7,517,799	-	-	-	-	7,517,799
Charges for Services	45,000	-	-	-	-	45,000
Miscellaneous	143,800	-	-	100,000	-	243,800
Sale of Fixed Assets	12,000	-	-	-	-	12,000
Department Charges	115,000	-	-	-	-	115,000
Transfers	-	-	-	-	-	-
Prior Years Fund Balance	286,744	125,000	32,718	-	(1,115,500)	(671,038)
Total Revenues	<u>\$ 13,690,254</u>	<u>\$ 125,000</u>	<u>\$ 32,718</u>	<u>\$ 123,000</u>	<u>\$ (1,115,500)</u>	<u>\$ 12,855,472</u>
<u>Expenditures</u>						
Sewage Disposal	\$ 4,758,894	\$ -	\$ -	\$ (100,000)	\$ -	\$ 4,658,894
Water Purchased	2,887,346	-	-	(100,000)	-	2,787,346
Water System Maintenance	933,311	-	-	-	-	933,311
Water Tapping & Installation	50,000	-	-	(15,000)	-	35,000
Sewer System Maintenance	675,907	-	-	(30,000)	-	645,907
General Service Building	201,799	-	-	18,000	-	219,799
General Administration	1,586,830	-	-	(150,000)	-	1,436,830
Capital Outlay	2,444,405	125,000	32,718	500,000	(1,115,500)	1,986,623
Debt Administration	151,762	-	-	-	-	151,762
Total Expenditures	<u>\$ 13,690,254</u>	<u>\$ 125,000</u>	<u>\$ 32,718</u>	<u>\$ 123,000</u>	<u>\$ (1,115,500)</u>	<u>\$ 12,855,472</u>
<b>Department of Public Services (650)</b>						
<u>Revenues</u>						
Contributions - General Fund	\$ 791,856	\$ -	\$ -	\$ -	\$ -	\$ 791,856
Contributions - Major Streets	108,389	-	-	-	-	108,389
Contributions - Local Streets	173,312	-	-	-	-	173,312
Contributions - Water/Sewer	1,434,576	-	-	-	-	1,434,576
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 2,508,133</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,508,133</u>
<u>Expenditures</u>						
Department of Public Services	\$ 2,508,133	\$ -	\$ -	\$ -	\$ -	\$ 2,508,133
Total Expenditures	<u>\$ 2,508,133</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,508,133</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2024-25**

	FY 2024-25 Adopted Budget	FY 2023-24 Carryforward	Prior Approved Amendments	6/23/2025 Amendments	6/23/2025 Carryforward	FY 2024-25 Amended Budget
<b><u>Motor Pool and Equipment Fund (661)</u></b>						
<u>Revenues</u>						
Contributions - General Fund	\$ 1,092,546	\$ -	\$ -	\$ -	\$ -	\$ 1,092,546
Contributions - Water/Sewer	127,896	-	-	-	-	127,896
Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 1,220,442</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,220,442</u>
<u>Expenditures</u>						
Motorpool	\$ 1,220,442	\$ -	\$ -	\$ -	\$ -	\$ 1,220,442
Total Expenditures	<u>\$ 1,220,442</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,220,442</u>
<b><u>Chapter 20 Drain Debt Service Fund (870)</u></b>						
<u>Revenues</u>						
Property Taxes	\$ 223,440	\$ -	\$ -	\$ -	\$ -	\$ 223,440
Total Revenues	<u>\$ 223,440</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,440</u>
<u>Expenditures</u>						
Services and Charges	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Debt Service	73,440	-	-	-	-	73,440
Total Expenditures	<u>\$ 223,440</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,440</u>

**EXHIBIT A**  
**City of Madison Heights**  
**Explanation of Amendments for FY 2024-25**

<b>General Fund Revenues (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Property Taxes - Delinquent/MTT Tax Refunds	Adjust to Actual	\$ 35,000	101-011-411-0000
Property Taxes - Penalties and Interest	Adjust to Actual	35,000	101-011-445-0000
Property Taxes - Tax Administrative Fees	Adjust to Actual	70,000	101-011-447-0000
Business Licenses/Permits - Marijuana State Payment	Adjust to Actual	20,000	101-014-434-0000
Business Licenses/Permits - Business Licenses/Permits	Adjust to Actual	70,000	101-014-439-0000
Non-Business Licenses/Permits - Other CDD Permits	Adjust to Actual	20,000	101-017-476-4770
Non-Business Licenses/Permits - Construction Permits	Adjust to Actual	30,000	101-017-476-4771
Federal Shared Revenues - FBI Reimbursement	Adjust to Actual	26,638	101-021-676-5454
State Shared Revenues - Training Reimbursement Police	PA 1 Training 3-yr PILOT program	35,461	101-023-543-5623
State Shared Revenues - Presidential Primary	Adjust to Actual	35,439	101-023-558-5710
State Shared Revenues - State Grant - Other	Adjust to Actual	78,457	101-023-558-5710
State Shared Revenues - Metro Act	Adjust to Actual	18,078	101-023-558-5710
State Shared Revenues - Local Community Stabilization	Adjust to Actual	110,000	101-023-558-5710
Court Revenues - Court Fines	Adjust to Actual	(103,000)	101-027-604-1000
Court Revenues - Court Cost City	Adjust to Actual	(215,000)	101-027-604-3000
Charges for Services - Motor Pool Charges	School District Fuel	24,000	101-030-626-6926
Miscellaneous Revenues - Cable Television Revenue	Adjust to Estimated Actual	(120,000)	101-044-477-6704
Miscellaneous Revenues - Interest Earned	Adjust to Estimated Actual	500,000	101-044-665-5000
Transfer In OPEB Trust	Correct net funding amount	(566,544)	101-048-699-0730
Prior Years Fund Balance	Use of Fund Balance	130,577	101-053-692-6970

Total General Fund Revenues \$ 234,106

<b>General Fund Expenditures (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Information Technology - Computer Services	DUO Fobs and Adobe Licenses	\$ 19,516	101-228-818-3000
Insurance - Insurance and Bonds	Adjust to Actual	104,248	101-236-962-9100
Custodial & Maintenance - Tools & Supplies	Adjust to Actual	5,000	101-267-766-0000
Parks - Improvements	Playground Mulch	50,000	101-752-987-0000
Active Adult Center - Part Time and Seasonal	Additional Part-Time Hours	18,000	101-758-707-0000
Transfers Out - Transfer to DLEF	FBI Funds Transferred to DLEF	37,342	101-965-995-7286

Total General Fund Expenditures \$ 234,106

<b>Park Maintenance Fund Revenues (208)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$ 73,000	248-053-692-6970

Total Park Maintenance Fund Revenues \$ 73,000

<b>Park Maintenance Fund Expenditures (208)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Parks - Water	Adjust to Actual	\$ 23,000	248-863-927-0000
Parks - Improvements	Soccer Complex Improvements	50,000	248-863-987-0006

Total Park Maintenance Fund Expenditures \$ 73,000

<b>Community Improvement Fund Revenues (276)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Community Improvement - County Block 18	Senior Chore Program	\$ 110,000	276-021-522-6818

Total Community Improvement Fund Revenues \$ 110,000

<b>Community Improvement Fund Expenditures (276)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Community Improvement - Contractual Services	Edison Park - Parking Lot Improvements (Dilisio)	\$ 110,000	276-728-818-0000

Total Community Improvement Fund Expenditures \$ 110,000

<b>Water and Sewer Fund Revenues (592)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Water Sales - Penalties	Adjust to Actual	\$ 23,000	592-010-632-6120
Miscellaneous Revenues - Interest Earned	Adjust to Estimated Actual	100,000	592-044-665-5000

Total Water and Sewer Fund Revenues \$ 123,000

**EXHIBIT A**  
**City of Madison Heights**  
**Explanation of Amendments for FY 2024-25**

<b>Water and Sewer Fund Expenditures (592)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Sewage Disposal - Sewage Disposal Charges	Adjust to Estimated Actual	\$ (50,000)	592-527-838-0000
Sewage Disposal - Stormwater Charges	Adjust to Estimated Actual	(50,000)	592-527-838-1000
Water & Sewer - Water - Water Purchased	Adjust to Estimated Actual	(100,000)	592-550-770-0000
Water Tapping & Installation - Contractual Services	Adjust to Estimated Actual	(15,000)	592-552-818-0000
Sewer System Maintenance - Contractual Services	Adjust to Estimated Actual	(30,000)	592-560-818-0000
Water - General Service Bldg - Insurance and Bonds	Adjust to Estimated Actual	18,000	592-565-962-9100
Water & Sewer General Admin - Wages-Full-Time	Adjust to Estimated Actual	(50,000)	592-590-706-0000
Water & Sewer General Admin - MERS Pension	Adjust to Estimated Actual	(100,000)	592-590-710-0010
Water & Sewer Capital Outlay	Adjust to Estimated Actual	500,000	592-901-973-1000
Total Water and Sewer Fund Expenditures		<u>\$ 123,000</u>	

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b>General Fund (101)</b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 27,737,742	\$ -	\$ 27,737,742
Business Licenses/Permits	589,486	-	589,486
Non-Business License/Permits	791,734	-	791,734
Federal Shared Revenues	555,000	600,000	1,155,000
State Shared Revenues	6,188,770	403,200	6,591,970
Other Governmental Revenues	260,610	-	260,610
County Shared Revenues	39,105	-	39,105
SMART Shared Revenues	70,019	-	70,019
Court Revenues	1,552,000	-	1,552,000
Charges for Services	272,180	-	272,180
Sales - Miscellaneous	5,950	-	5,950
Recreation Program Revenues	284,500	-	284,500
Miscellaneous Revenues	2,237,356	-	2,237,356
Sale of Fixed Assets	97,000	-	97,000
Departmental Charges	849,441	-	849,441
Transfers	291,899	-	291,899
(Contr. To)/Use of Fund Balance	436,521	3,568,663	4,005,184
Total Revenues	<u>\$ 42,259,313</u>	<u>\$ 4,571,863</u>	<u>\$ 46,831,176</u>
<u>Expenditures</u>			
Mayor & Council	\$ 64,201	\$ -	\$ 64,201
City Manager	295,902	-	295,902
Finance	929,617	-	929,617
City Clerk	467,141	-	467,141
Information Technology	617,637	220,750	838,387
Insurance	372,490	-	372,490
Board of Review	2,373	-	2,373
General Administration	1,314,624	-	1,314,624
Assessing	247,787	-	247,787
Election	144,538	-	144,538
DPS-Municipal Building	67,384	620,000	687,384
Legal	481,960	-	481,960
DPS-Custodial & Maintenance	200,817	-	200,817
Human Resources	475,684	-	475,684
District Court	1,595,229	141,505	1,736,734
Police	14,457,705	190,084	14,647,789
Fire	10,119,061	1,347,000	11,466,061
DPS-Streets	1,155,660	165,896	1,321,556
DPS-Solid Waste	3,034,292	1,046,800	4,081,092
Community Development	1,266,172	110,000	1,376,172
DPS-Recreation	376,269	-	376,269
DPS-Parks	1,466,171	676,000	2,142,171
DPS-Active Adult Center	574,835	46,828	621,663
Library	1,020,957	7,000	1,027,957
Pension Obligation Debt Services	1,027,707	-	1,027,707
Transfer Out	483,100	-	483,100
Total Expenditures	<u>\$ 42,259,313</u>	<u>\$ 4,571,863</u>	<u>\$ 46,831,176</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b>Major Streets (202)</b>	2025-26	2024-25	2025-26
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
State Shared Revenues	\$ 2,715,325	\$ -	\$ 2,715,325
County Shared Revenues	86,086	-	86,086
Miscellaneous Revenues	-	-	-
Prior Years Fund Balance	(626,269)	1,492,508	866,239
Total Revenues	<u>\$ 2,175,142</u>	<u>\$ 1,492,508</u>	<u>\$ 3,667,650</u>
<u>Expenditures</u>			
Construction	\$ 1,525,000	\$ 1,492,508	\$ 3,017,508
Maintenance	166,978	-	166,978
Traffic Services	191,094	-	191,094
Winter Maintenance	192,408	-	192,408
Administration	10,873	-	10,873
County Roads	88,789	-	88,789
Transfers	-	-	-
Total Expenditures	<u>\$ 2,175,142</u>	<u>\$ 1,492,508</u>	<u>\$ 3,667,650</u>
<b>Local Streets (203)</b>	2025-26	2024-25	2025-26
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
Property Taxes	\$ 2,104,690	\$ -	\$ 2,104,690
State Shared Revenues	1,250,336	-	1,250,336
County Shared Revenues	-	-	-
Miscellaneous Revenue	50,000	-	50,000
Transfers In	-	-	-
Prior Years Fund Balance	(923,731)	-	(923,731)
Total Revenues	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ 2,481,295</u>
<u>Expenditures</u>			
Construction	\$ 1,956,000	\$ -	\$ 1,956,000
Maintenance	309,127	-	309,127
Traffic Services	136,147	-	136,147
Winter Maintenance	50,740	-	50,740
Administration	29,281	-	29,281
Transfers	-	-	-
Total Expenditures	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ 2,481,295</u>



**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b><u>Parks Maintenance &amp; Improvement Fund (208)</u></b>	2025-26	2024-25	2025-26
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
Miscellaneous	\$ 48,972	\$ -	\$ 48,972
Prior Years Fund Balance	50,000	-	50,000
Total Revenues	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ 98,972</u>
<u>Expenditures</u>			
Parks Maintenance & Improvement	\$ 98,972	\$ -	\$ 98,972
Transfers	-	-	-
Total Expenditures	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ 98,972</u>
 <b><u>Downtown Development Authority (248)</u></b>	 2025-26	 2024-25	 2025-26
	ORIGINAL	CARRY	AMENDED
	BUDGET	FORWARD	BUDGET
<u>Revenues</u>			
Property Taxes	\$ 254,909	\$ -	\$ 254,909
State Shared Revenues	27,545	-	27,545
County Shared Revenues	-	-	-
Miscellaneous Revenue	500	-	500
Prior Years Fund Balance	(110,789)	725,562	614,773
Transfers In			
Total Revenues	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ 897,727</u>
<u>Expenditures</u>			
Downtown Development	\$ 87,766	\$ -	\$ 87,766
Capital Outlay	55,000	725,562	780,562
Transfers	29,399	-	29,399
Total Expenditures	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ 897,727</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b><u>Drug Forfeiture Fund (265)</u></b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Other Governmental Revenues	\$ -	\$ -	\$ -
Miscellaneous Revenue	250	-	250
Transfers In	-	-	-
Prior Years Fund Balance	55,250	-	55,250
Total Revenues	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ 55,500</u>
<u>Expenditures</u>			
Vehicle - State, Patrol Vehicles	\$ 55,500	\$ -	\$ 55,500
Total Expenditures	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ 55,500</u>
<b><u>Community Improvement Fund (276)</u></b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Federal Shared Revenues	\$ 137,359	\$ -	\$ 137,359
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ 137,359</u>
<u>Expenditures</u>			
Community Development	\$ 137,359	\$ -	\$ 137,359
Total Expenditures	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ 137,359</u>
<b><u>Special Assessment Revolving (297)</u></b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Use of Fund Balance	\$ 32,500	\$ -	\$ 32,500
Total Revenues	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Expenditures</u>			
Construction	\$ 30,000	\$ -	\$ 30,000
Transfers Out	2,500	-	2,500
Total Expenditures	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ 32,500</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b><u>Municipal Building Bond (370)</u></b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Transfers In	\$ 483,100	\$ -	\$ 483,100
Total Revenues	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ 483,100</u>
<u>Expenditures</u>			
Debt Service	\$ 483,100	\$ -	\$ 483,100
Total Expenditures	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ 483,100</u>
 <b><u>Water &amp; Sewer Fund (592)</u></b>			
	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Sales of Water	\$ 5,938,781	\$ -	\$ 5,938,781
Sales of Sewer	7,935,461	-	7,935,461
Charges for Services	45,000	-	45,000
Miscellaneous	163,800	-	163,800
Sale of Fixed Assets	12,000	-	12,000
Department Charges	115,000	-	115,000
Transfers	-	-	-
Prior Years Fund Balance	148,434	1,115,500	1,263,934
Total Revenues	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 15,473,976</u>
<u>Expenditures</u>			
Sewage Disposal	\$ 5,013,019	\$ -	\$ 5,013,019
Water Purchased	3,085,036	-	3,085,036
Water System Maintenance	913,120	-	913,120
Water Tapping & Installation	50,000	-	50,000
Sewer System Maintenance	658,198	-	658,198
General Service Building	236,952	-	236,952
General Administration	1,718,628	-	1,718,628
Capital Outlay	2,531,610	1,115,500	3,647,110
Debt Administration	151,913	-	151,913
Total Expenditures	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 15,473,976</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2025-26**

<b>Department of Public Services (650)</b>	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Contributions - General Fund	\$ 786,922	\$ -	\$ 786,922
Contributions - Major Streets	63,676	-	63,676
Contributions - Local Streets	129,151	-	129,151
Contributions - Water/Sewer	1,425,637	-	1,425,637
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>
<u>Expenditures</u>			
Department of Public Services	\$ 2,405,386	\$ -	\$ 2,405,386
Total Expenditures	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>
 <b>Motor Pool and Equipment Fund (661)</b>			
	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Contributions - General Fund	\$ 1,164,580	\$ -	\$ 1,164,580
Contributions - Water/Sewer	96,470	-	96,470
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
<u>Expenditures</u>			
Motorpool	\$ 1,261,050	\$ -	\$ 1,261,050
Total Expenditures	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
 <b>Chapter 20 Drain Debt Service Fund (870)</b>			
	2025-26 ORIGINAL BUDGET	2024-25 CARRY FORWARD	2025-26 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 223,708	\$ -	\$ 223,708
Total Revenues	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ 223,708</u>
<u>Expenditures</u>			
Services and Charges	\$ 150,000	\$ -	\$ 150,000
Debt Service	73,708	-	73,708
Total Expenditures	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ 223,708</u>

**EXHIBIT B**  
**City of Madison Heights**  
**Explanation of Carryforwards from FY 2024-25 to FY 2025-26**

<b>General Fund Revenues (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Federal Shared Revenues - Federal Grant - Other	Energy Future Grant and Senior Chore Grant	\$ 600,000	101-021-528-5288
State Shared Revenues - State Recycling Grant	Recycling Carts Grant	403,200	101-023-552-5765
Prior Years Fund Balance	Use of Fund Balance	3,568,663	101-053-692-6970

Total General Fund Revenues \$ 4,571,863

<b>General Fund Expenditures (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Information Technology - Computer Equipment	Phone System Upgrade (Phase 1 of 2)	\$ 93,750	101-228-982-0000
Information Technology - Computer Equipment	Network Equipment Update	98,000	101-228-982-0000
Information Technology - Computer Equipment	Storage Area Network	29,000	101-228-982-0000
DPS Municipal Building - Contractual Services - Federal	Energy Future Grant	500,000	101-265-818-0044
DPS Municipal Building - Improvements	Security Additions	20,000	101-265-987-0000
DPS Municipal Building - Improvements	Parking Lot Repairs (Phase 1)	100,000	101-265-987-0000
Court - Machinery and Equipment	Security Equipment	14,825	101-286-982-0000
Court - Machinery and Equipment	Security Equipment	42,000	101-286-982-0000
Court - Furniture	Office Furniture & Lobby Seating	40,000	101-286-981-5000
Court - Improvements	Carpet & Building Upgrades	44,680	101-286-982-0000
Police - Tools & Supplies	Up Fitting SRO Vehicle	30,000	101-301-766-0000
Police - Machinery & Equipment	Taser 7	26,084	101-301-982-0000
Police - Improvements	Communications Conduit Reroute	25,000	101-301-987-0000
Police - Improvements	Carpet Replacement	65,000	101-301-987-0000
Police - Improvements	Police Reserve Locker Replacement	9,000	101-301-987-0000
Police - Improvements	Police VCT Flooring Lower Level	25,000	101-301-987-0000
Police - Improvements	Police Reserve Station Renovation	10,000	101-301-987-0000
Fire - Machinery and Equipment	Fire Hose	7,000	101-336-982-0000
Fire - Vehicles	Quint Phase Funding	1,200,000	101-336-985-0000
Fire Department - Improvements	Fire Station 1 - HVAC Replacement (Accumulated Funding)	120,000	101-336-987-0000
Fire Department - Improvements	Fire Station 1 - Carpeting Replacement	20,000	101-336-987-0000
Streets - Contractual Services	Safe Streets For All Grant, Local Match	64,896	101-446-818-0000
Streets - Machinery	Brine Making Equipment	101,000	101-446-982-0000
Solid Waste - Improvements	Trash Carts	540,000	101-528-987-0000
Solid Waste - Improvements	Recycle Carts	506,800	101-528-987-0000
Community Development - Contractual Services	Senior Chore OLHSA Grant	100,000	101-728-818-0000
Community Development - Contractual Engineering	Engineering Standards Development	10,000	101-728-818-0060
Parks - Contractual Services	Master Planning Update	15,000	101-752-818-0000
Parks - Improvements	Rosie's - Backstop Fence	75,000	101-752-987-0000
Parks - Improvements	Rosie's - Field Rehabilitation	30,000	101-752-987-0000
Parks - Improvements	Ballfield Lighting Upgrades (Accumulated Funding)	500,000	101-752-987-0000
Parks - Improvements	Rosie's - Gardenia Parking Lot (Accumulated Funding)	56,000	101-752-987-0000
Active Adult Center - Vehicles	Senior Van #469	46,828	101-758-985-0000
Library - Improvements	Acoustic Project	7,000	101-790-987-0000

Total General Fund Expenditures \$ 4,571,863

**EXHIBIT B**  
**City of Madison Heights**  
**Explanation of Carryforwards from FY 2024-25 to FY 2025-26**

<b>Major Streets Fund Revenues (202)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$1,492,508	202-053-692-6970
Total Major Streets Fund Revenues		<u>\$ 1,492,508</u>	
<b>Major Streets Fund Expenditures (202)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Construction - John R Overlay 11 Mile to 12 1/2	John R Overlay (Accumulated Funding)	\$1,492,508	202-450-988-0443
Total Major Streets Fund Expenditures		<u>\$ 1,492,508</u>	
<b>DDA Fund Revenues (248)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$ 725,562	248-053-692-6970
Total DDA Fund Revenues		<u>\$ 725,562</u>	
<b>DDA Fund Expenditures (248)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
DDA - 11 Mile/John R Road Improvement	Streetscaping Projects (SEMCOG Grant Match)	\$ 725,562	248-863-987-0006
Total DDA Fund Expenditures		<u>\$ 725,562</u>	
<b>Water and Sewer Fund Revenues (592)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$1,115,500	592-053-692-6970
Total Water and Sewer Fund Revenues		<u>\$ 1,115,500</u>	
<b>Water and Sewer Fund Expenditures (592)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Capital Outlay - Water Main	Rowland WMP	\$ 256,000	592-901-973-1000
Capital Outlay - Sewer Rehab	Sewer Repairs (Accumulated Funding)	375,000	592-901-973-2000
Capital Outlay - Machinery	DPS Generator	50,000	592-901-982-0000
Capital Outlay - Improvements	DPS HVAC System	300,000	592-901-987-0000
Capital Outlay - Improvements	DPS Security Improvements	20,000	592-901-987-0000
Capital Outlay - Improvements	DPS Fiber cabling (Phase 1 of 2)	50,000	592-901-987-0000
Capital Outlay - Improvements	Phone System Upgrade (Phase 1 of 2)	31,500	592-901-987-0000
Capital Outlay - Improvements	Network Equipment Update	33,000	592-901-987-0000
Total Water and Sewer Fund Expenditures		<u>\$ 1,115,500</u>	



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/23

**PREPARED BY:** Sean P. Ballantine - Director of Public Services

**AGENDA ITEM CONTENT:** Director of Public Services - Tree Grant and Professional Services Agreement

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:** \$

**FUND:**

**EXECUTIVE SUMMARY:**

Earlier this year, the City Manager, with assistance from staff, submitted a grant for a federally funded Tree Planting and Inventory Program through the Michigan Department of Natural Resources (DNR). As part of the grant application process, the City solicited several firms to provide proposals for the tree inventory service. Davey Resource Group provided the most comprehensive and cost-effective proposal, and has extensive experience performing this scope of work for this particular grant. On Monday, June 9, the City was informed that our grant proposal was selected for full funding in the amount of \$119,350, and that we were awarded the grant.

**RECOMMENDATION:**

Staff recommends that Council consider two motions:

To authorize the City Manager to sign the Grant Agreement for the MDNR Urban and Community Forestry Inflation Reduction Act Grant in the amount of \$119,350

To authorize the City Manager to enter into a Professional Services Agreement with Davey Resource Group as has been deemed to be in the best interest of the city for an amount not to exceed \$52,000

**MEMORANDUM**

Item 7.

**DATE: June 17, 2025**

**TO: Melissa R. Marsh, City Manager**

**FROM: Sean P. Ballantine, Director of Public Services**

**SUBJECT: Grant and Professional Services Agreement – Tree Inventory**

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Earlier this year, the City Manager, with assistance from staff, submitted a grant for a federally funded Tree Planting and Inventory Program through the Michigan Department of Natural Resources (DNR). This grant allows for a full public tree inventory, public education on tree care and maintenance, and the planting of 150 street trees which will nearly eliminate the current waitlist for the City's right-of-way (ROW) tree planting program.

As part of the grant application process, the City solicited several firms to provide proposals for the tree inventory service. Davey Resource Group provided the most comprehensive and cost-effective proposal, and has extensive experience performing this scope of work for this particular grant.

On Monday, June 9, the City was informed that our grant proposal was selected for full funding in the amount of \$119,350, and that we were awarded the grant. In anticipation of this project, Staff reached out to Davey Resource Group and confirmed that the pricing originally proposed as part of the grant application was still applicable.

Staff therefore recommends that Council consider two motions:

To authorize the City Manager to sign the Grant Agreement for the MDNR Urban and Community Forestry Inflation Reduction Act Grant in the amount of \$119,350

To authorize the City Manager to enter into a Professional Services Agreement with Davey Resource Group as has been deemed to be in the best interest of the city for an amount not to exceed \$52,000.

---

**City of Madison Heights**  
**Department of Public Services**  
801 Ajax Drive  
Madison Heights, Michigan 48071

p: (248) 589-2294 | f: (248) 589-2679 | e: [DPS@Madison-Heights.org](mailto:DPS@Madison-Heights.org)



# City of Madison Heights, MI

Street and Park Tree Inventory

Jun 11, 2025



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**Melissa Marsh**

**City Manager**

City of Madison Heights, MI

300 W 13-Mile Rd.

Madison Heights, Michigan 48071

RE: Street and Park Tree Inventory Proposal

Dear Ms. Marsh,

I am writing to submit our proposal for conducting a comprehensive tree inventory for City of Madison Heights, MI. Our team is excited about the opportunity to collaborate with you to map, assess, and manage your urban forest resources effectively. Trees are part of everyday life. The urban forest creates a sense of place and supplies real benefits to those who live in an area surrounded by trees. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. (DRG) understands the benefits trees bring, and we also realize the challenges that come with managing public trees. Our parent company, The Davey Tree Expert Company, was founded in 1880 to train tree surgeons - predecessors to the modern-day arborists. Through the years, our company has developed numerous tree care and maintenance protocols, standards, and best practices - including developing software for organizing and managing tree inventories. Our world-leading research and development department, the [Davey Institute](#), is staffed with scientists and technical advisors to guide our field service teams in diagnosing and prescribing the best approaches to tree maintenance and care. Fundamentally, our tree knowledge is rooted in direct science and research, differentiating us from our competitors and ensuring our clients receive the best advice to manage and maintain trees.

The team we proposed to manage your project has the knowledge, experience, and availability to meet your goals and help you with the next steps for your project. They understand how to help you meet your specific program needs and project budget. We believe that our expertise in urban forestry management and our commitment to sustainability makes us an ideal partner for City of Madison Heights, MI in this important endeavor.

Thank you for considering DRG, and we look forward to talking with you about the next steps.

Sincerely,

**Gerritt Moeke**

**Michigan Team Leader / Project Manager**

Davey Resource Group, Inc.

231.675.7549

[gerritt.moeke@gmail.com](mailto:gerritt.moeke@gmail.com)



# Section One: Project Understanding

## INTRODUCTION

DRG provides a wide range of environmental consulting services to clients throughout the world. As the industry leader in urban forestry, we understand that trees have immense value to communities, and we know that trees sometimes fail and can cause damage. Our experience in collecting data on millions of trees and having done more inventories than any other company in the world provides you the reassurance that your investment will not go to waste and that we understand your goals. We aim to bring our experience to assist you with maximizing the value that trees provide and minimize the risks of damage, injury, or disruption trees may cause. Tools like a tree inventory and management plan help identify opportunities, focus attention, and secure resources to tackle community priorities.

We understand that your goal is to improve the urban forest's health and structure by understanding this vital tree resource better. You can't manage if you don't know what you have. DRG's tree inventory will be a ground-based arborist evaluation of the public trees, specifically in defined areas, including the street ROWs, mowed and manicured areas of public parks, and properties. It will include information about species diversity, age distribution, ecosystem benefits, and the overall condition of each tree. This project will provide a much-needed insight into the tree population and allows for a proactive approach to prioritizing tree work.

Applying our proprietary **Quality, Teamwork, and Communication (QTC)** methodology, we ensure the **quality** of our project by leveraging the latest GIS technology, the most recent arboriculture industry standards, and best practices to collect tree inventory data. We customize our field data collection application to your specifications, ensuring our qualified arborists collect all data attributes at each tree and effectively minimize data entry errors. To ensure accuracy, our arborists employ extensive quality control processes to identify errors and improve our approach, and before delivering data, our senior urban foresters run additional data checks and quality control processes.

This project will be led by our local regional **team**, with support from our headquarters in Kent, Ohio, allowing us to draw from resources across the United States, meet tight deadlines, share expertise, and scale as needed. Our professional staff includes many former city foresters, tree nonprofit program leaders, and tree workers who know how to assess trees and understand the difficulties in managing trees on the ground and in forestry operations.

During the inventory, DRG will **communicate** in real-time by providing access to the data from our web-based TreeKeeper® software. We will create custom reports for you that will provide important visualization and insights into the findings. This allows you to track progress and make immediate management decisions.

Upon completion of the inventory, if desired, DRG can use the inventory data to develop a Tree Inventory Analysis and Maintenance Strategy with a projected 5-year budget. This plan will describe the status of the current urban forest and provide an approach to tree maintenance that focuses on risk reduction over time. The plan will enable you to project realistic budgets and work plans.

Overall, this project will provide you with comprehensive data about the trees and illuminate a path forward to address the needs of the urban forest. DRG is excited about the opportunity to be part of your proactive tree management project.

# PROJECT APPROACH - QTC

Our team is excited to present our proprietary approach, which integrates quality, teamwork, and communication (QTC) to ensure unparalleled service and results for your project. Our process is designed to meet our client's unique needs and standards.



## UNCOMPROMISING QUALITY

Our commitment to quality is at the core of everything we do. We utilize state-of-the-art tools and methodologies to ensure the highest standards are met. Our quality assurance process involves rigorous testing and validation at every stage, ensuring that the final product not only meets but exceeds your expectations.



## TEAMWORK AT ITS BEST

We believe that the key to successful project delivery is rooted in effective teamwork. Our team comprises industry experts who bring diverse skills and perspectives to the table. We foster a collaborative environment where every team member's contribution is valued, leading to innovative solutions and creative problem-solving.



## SEAMLESS COMMUNICATION

Clear and consistent communication is vital for the success of any project. We have established a structured communication protocol that keeps all stakeholders informed and engaged throughout the project lifecycle. Regular updates, transparent reporting, and open channels for feedback ensure that we are always aligned with your goals and expectations.

## CUSTOMIZED APPROACH

Understanding that each project has unique challenges and requirements, we customize our approach to best fit your needs. Our flexible methodology allows us to adapt to changing circumstances and requirements, ensuring that we deliver optimal results every time.

With DRG, you are choosing a partner committed to excellence. Our proprietary process, emphasizing quality, teamwork, and communication, is designed to deliver superior results that align with your mission and objectives. We are eager to bring our expertise to your project and look forward to a successful collaboration.



# Section Two: Scope of Work

The following key tasks constitute the proposed project:

1. **Inventory:** DRG will conduct a Geographic Information System (GIS)-based inventory of an estimated 9,500 trees, stumps, and planting sites in the street ROWs and maintained areas of parks. The project area will be defined using GIS data layers such as a parcel, street ROW, and parks boundary layers.
2. **TreeKeeper Software®:** DRG will provide TreeKeeper®, our state-of-the-art leading tree inventory software management tool, while the inventory project is in process. At the conclusion of the project, you will receive all of your data in an ESRI® shapefiles and an Excel™ spreadsheet and have the opportunity to continue TreeKeeper® access if desired.
3. **Tree Inventory Analysis & Maintenance Strategy:** After completing the inventory, DRG will utilize inventory data, along with industry standards and best management practices, to develop a tree Inventory analysis & maintenance strategy with a 5-year projected maintenance budget.

## TASK ONE: TREE INVENTORY

Utilizing our proprietary method of QTC, we have developed the following approach to provide consistent high-quality tree inventory data. As a client-focused company, we prioritize clear and effective communication with our clients. We intend to keep you informed every step of the way so that you are confident in your data and our services. Our communication process aims to address any issues that may arise before they become problems, and we discuss issues as they occur and work towards developing solutions that work for everyone involved.

We maintain strict quality control measures throughout the project and monitor the site count, budget, and timeline while keeping you informed. Our proprietary approach to project implementation applies stringent quality control measures, engaged team members, and clear communication to deliver the final project with confidence in meeting the specifications.



## PROJECT MANAGEMENT

Prior to starting fieldwork, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting fieldwork and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget. These meetings and e-mail updates include a Virtual Kick-Off Meeting, On-Site Kick-Off Meeting, project update e-mails, and On-Site Close-Out Meeting.



DRG will request relevant GIS data and imagery or, if necessary, we can use imagery from other public sources. We use this data to program the data collection software and will confirm the agreed-upon data specification. Once computers are programmed and fieldwork is scheduled, we will set up an on-site kick-off meeting. This meeting occurs on the first day of data collection and includes topics such as safety, data calibration, communication procedures, project expectations, and milestones. We can also provide you with a press release, which can be utilized to notify homeowners about the project, funding sources, and what to expect.



## TREE INVENTORY DATA COLLECTION

DRG begins data collection after the on-site kick-off meeting. Our arborists and urban foresters locate trees, stumps, and planting sites (if desired) as per the agreed upon specification of work. They evaluate the trees and record the specified data for each site.

- **Location Accuracy:** DRG uses field computers and equipment that meet or exceed the project's location accuracy requirements. Our project teams use GIS software and ruggedized computers with GPS receivers capable of sub-meter location accuracy under favorable conditions.
- **Individual Tree Inspection Process:** Urban foresters inspect each tree from the ground during data collection. They identify the species, measure tree diameter, assess tree condition and risk, and suggest the needed recommended maintenance. Data collection is done systematically for consistency and is typically done Monday through Saturday during daylight hours.
- **Safety:** DRG provides Personal Protective Equipment (PPE), such as hard hats, high-visibility safety vests, safety glasses, and boots. Additionally, our vehicles are marked with company logos and equipped with first-aid kits, fire extinguishers, and safety cones.

## Data Fields

Based on our years of experience, the data fields below will provide the information needed to accomplish the project goals. However, if you have specific requirements that are not covered by the mentioned data fields, we are happy to further customize the project's scope of work. Based on our industry-leading experience, the following data fields should be assessed:

- **Address/Location:** transfer values from parcel GIS layer including house address, on street, X & Y coordinates, and park name.
- **Species:** using botanical and common names and cultivars when appropriate.
- **Tree Size:** measured by diameter at breast height (DBH) in 1-inch size classes.
- **Multi-Stem Tree:** noting if a tree has multiple stems.
- **Condition:** categorized as good, fair, poor, or dead based on signs of stress, poor structure, damage, soil and root problems, disease, and pests.
- **Primary Tree Maintenance:** assigned as remove, prune, train, discretionary, palm prune (if applicable), stump removal, or plant (if applicable).
- **Risk Rating:** Collected per the ISA BMP, moderate, low, high, and extreme.
- **Defects:** including dead and dying branches, broken or hanging branches, branch attachment, trunk condition, cracks, decay or cavity, tree architecture, and root problems.
- **Further Inspection:** categorizing trees that require additional inspections for various issues beyond the scope of a standard inventory.
- **Overhead Utilities:** recording if overhead utilities are present and conflicting, present but not conflicting, or not present.
- **Comments/Notes:** observations and other pertinent information are recorded.
- **Date of Inventory:** the date the urban forester collected the data.

## PLANTING SITE ASSESSMENT

When examining the state of the urban forest, it is essential to assess more than just the trees themselves. Species diversity is integral to the sustainability of an urban forest. Understanding your current stocking level and potential ability is crucial to short- and long-term planning. When assessing planting sites, we follow the mantra “Right Tree in the Right Place.” DRG will determine planting sites based on factors such as growing space, overhead utilities, and proximity to signs, lights, intersections, etc. Due to the nature of inventorying available planting sites, DRG recognizes the importance of understanding your goals and objectives for this tree inventory project. Based on your priorities, we recommend considering one of the following options:

1. **100% Inventory.** DRG will inventory all available planting sites during the tree inventory.
2. **Partial Planting Site Inventory.** DRG will prioritize and limit the collection of the planting sites to keep the total number to approximately 25% of the total sites inventoried.
3. **Five-Year Planting Strategy.** Based on City of Madison Heights, MI current annual planting levels, DRG will locate five years of potential planting sites. For example, if 100 trees are planted annually, then DRG will locate approximately 500 available sites. These sites can be a combination of small, medium, or large based on planting goals.
4. **Priority Areas (i.e., Environmental Justice Areas).** DRG will inventory available planting sites in predetermined areas during the tree inventory to facilitate improving canopy cover and diversity goals within these areas.



## TREE RISK ASSESSMENT

During the inventory, DRG's urban foresters can inspect each tree following the ANSI tree risk assessment (ANSI 2017) protocol. DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground and does not include aerial or subterranean inspection, testing, or analysis.

DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the arboricultural industry. It is important to note that our inspections are "rapid assessments" and are meant to show a need for further study, and thus are not legally binding in any litigation. DRG used the following criteria based on the *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017) to arrive at a risk rating.

- **Likelihood of Failure:** Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- **Likelihood of Impacting a Target:** The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
- **Consequences of Failure:** The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

## QUALITY CONTROL AND QUALITY ASSURANCE

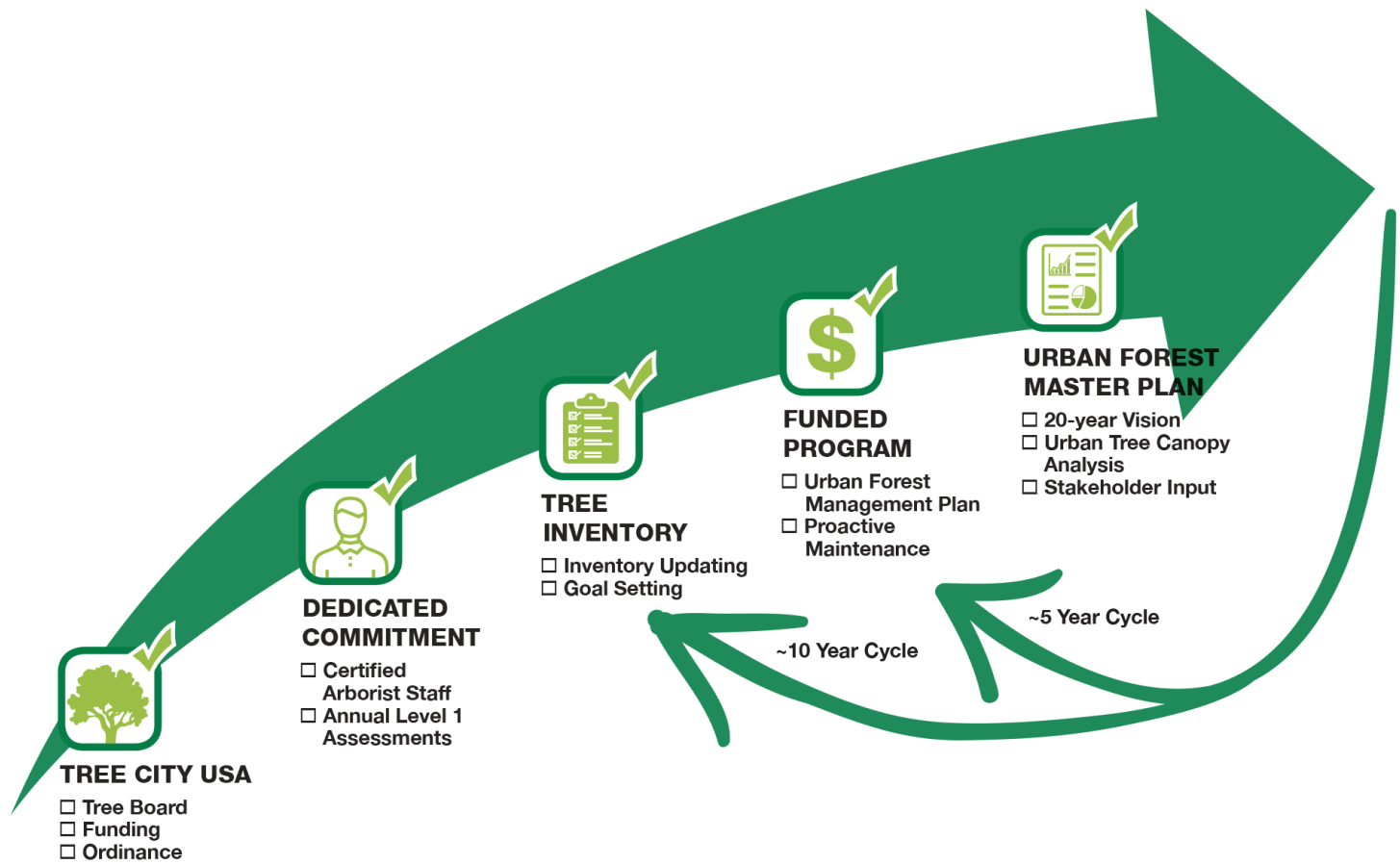
Not only do we provide you with real-time data viewable from our TreeKeeper® software, but we also have a detailed quality control and quality assurance processes to guarantee a high level of accuracy. While minor errors are always possible in human-collected data, we are confident that our approach to quality control surpasses that of any other firm. We understand the importance of the data for your decision-making and stand by the accuracy.

To ensure the accuracy of the data, the team employs several quality control checks consisting of hot and cold data checks during fieldwork. Hot checks involve the urban foresters working together and collecting the same data to ensure consistency. In cold checks, the urban foresters review a sample of each other's data to identify any inconsistencies. Any necessary corrections are made to ensure that you receive consistent and accurate data communicated to you. After the data collection is complete and before final delivery, a series of queries and checks are run to verify the data's correctness. Any identified errors are addressed before delivering the data to you and your representatives. Below is an example of a snapshot from our QC/QA methodology:

Inventory Statistics				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Overall Critical Error Score	Target Critical Score	Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	95%	98.7%	90%	1%

## DATA DELIVERY

At the end of data collection and final QC checks, we provide the data in both shapefile and Microsoft Excel™ format. If desired, you can continue to maintain your web-based TreeKeeper® system, which has the ability to export data in these formats at any time. Additionally, we have experience delivering data or creating API's into a wide variety of other software systems such as ESRI, Cartegraph, CityWorks, Salesforce, etc.



We understand the importance of this Tree Inventory Milestone to the further development of your program.

# TASK TWO: TREEKEEPER®

Davey's TreeKeeper® software is the world's leading tree inventory software and has been continually in operation for longer than our competitors have even been in business. TreeKeeper®'s stability and large diverse user base gives you the confidence that your data are safe, secure, and usable. While many competitors have come and gone, we have never wavered from our commitment to providing our clients with the highest quality software.

TreeKeeper® is constantly being updated based on technology advancements, user feedback, and internal research and development. It is a subscription service offered as a Software as a Service (SaaS) and requires an acceptance of SaaS terms and conditions. TreeKeeper®'s scalability allows our clients to grow alongside the software and facilitates a paperless workflow operation without dictating exact procedures. The pricing for TreeKeeper® is transparent and upfront, with no hidden fees, additional costs, or a-la-carte modules. With a role-based user experience, users access data with specific user-created dashboards, reports, filters, and permission rights.



## KEY SOFTWARE FEATURES

- **Interactive Dynamic Work Environment.** TreeKeeper® makes managing inventory data in the field or on a desktop easy with its interactive work environment. Users can view and work with the tree inventory data through an interactive map and table that is fully customizable and can be used independently or simultaneously. TreeKeeper® also enables multiple people in different locations to access the system at the same time, enabling real-time updates to the data.
- **Unlimited Information with Multiple Data Layers.** We do not limit or charge more for the amount of users, trees, or information stored in TreeKeeper®. You have the ability to have multiple editable layers, such as historical data, additional facilities, and additional assets, as well as multiple base layers.
- **Role-Based.** Each system has the following roles that can be assigned to an unlimited number of users; admin, edit, read, contractor, and public. Each role has specific functionality and can be assigned to each layer built into the system.
- **Public View.** All TreeKeeper® systems come with an included landing page that is aimed at educating and informing the general public. Users dictate what information is viewable (not editable) and can include i-Tree benefits, species information, custom reports, planting requests, and more!
- **Mobile.** Each system has the ability to switch between mobile and desktop views. The desktop view is built on a dynamic web page optimized for whichever screen size is used. The mobile version is optimized for tablets and provides full functionality in a streamlined user experience to edit, manage work orders, add trees, take photos, etc.
- **i-Tree Eco Benefits.** Utilizing i-Tree's Eco API, TreeKeeper® automatically and dynamically calculates the environmental benefits of the trees on an annual basis and is projected out for 20 years. Information includes air quality, carbon sequestration and storage, stormwater benefits, and energy (if possible), and is displayed for individual trees, groups of trees, or the entire population.

- **Infinite Searchability.** Users can search the live data with either the integrating mapping tools or the explore section. In the Map-Centric view, users can use the map to find information about specific sites or groups of sites. The explore section also allows users to query the data by searching for sites based on various data fields, such as address, species, condition, maintenance, size, etc. Whether searching from the map or exploring sections, the results are synchronized, so you will always have results in both spots.
- **Editability & Archive.** Within the tree view mode, users with Admin or Edit rights have the ability to make edits to all the data fields. Most data fields utilize dropdowns to minimize potential errors from spelling or inconsistent nomenclature. All edits are displayed within the Archive feature and are timestamped. This allows all users to see how the tree has changed over time.
- **Work Orders & Calls.** All systems come with a robust work order and caller log feature that can be utilized if desired. Work orders can be created for individual or groups of trees. They can then be requested, scheduled, or completed and assigned to work crews, contractors, or projects. The system keeps track of the edits made to a site through its work history feature. Users also have the ability to log information about specific callers for a specific site.
- **Photos & Electronic Documents.** All sites have the ability to have various electronic attachments associated with them, including photos, PDFs, and documents. The upload photo option automatically uses your phone's built-in camera when using the mobile version.
- **Tree Appraisals.** Using the Council of Tree and Landscape Appraisals (CTLA) 10th Edition trunk formula method, all trees have an estimated tree valuation by default. Users can further define attributes to get an actual tree valuation with the ability to record pricing estimates and local information.
- **Custom Dashboards, Reports, & Filters.** Dashboards are configurable for each user with pre-set and user-designed graphs, reports, work orders, and filters viewable upon logging in. TreeKeeper's robust reporting feature allows users to create custom reports related to attributes, work orders, project tracking, and more. All searches are savable as quick filters, enabling users to quickly and easily run and share search results. Reports and filters are dynamic and pull from the current inventory information.
- **Administrative Hub.** Within the administrative hub, admin users can use a variety of easy-to-use tools to further customize your TreeKeeper® experience. You can add additional users, assign roles, edit attributes, create projects, update work crews, assign cost information, and more!
- **Exporting & Importing Data.** You always own your data and have access to it. You can use the exporter & importer tool on all the data or a subset of data at any time.
- **Custom API Integration.** If desired, we can work with a variety of 3rd party software providers to configure a customized API into their system. This can be customized as a simple push of data or as a complete push and pull to fully keep all systems updated. We have successfully created API's for many systems, including, but not limited to, in-house ESRI configurations, Cartegraph, Cityworks, Salesforce, Lugin, 311, etc.

To learn more about TreeKeeper®, please visit our [website](#), where you can watch a video and request a demo if desired.

## SOFTWARE TRAINING & SUPPORT

We are happy to provide a complementary orientation training during the inventory. Additionally, DRG offers custom software training for an additional fee that can be arranged at any time throughout your subscription. These trainings are approved for ISA continuing education units (CEUs).

## SOFTWARE UPDATES

All TreeKeeper® clients receive free unlimited updates. We are committed to staying up-to-date with the latest technology trends to ensure that TreeKeeper® remains the most advanced software system for tree inventory management. We value client feedback and have made numerous upgrades to TreeKeeper® based on suggestions from clients over the past 20 years. These upgrades are developed in-house by DRG's professional software developers—not by off-shore labor or other subcontractors.

# TASK THREE: TREE INVENTORY ANALYSIS & MAINTENANCE STRATEGY

The goal of DRG's Tree Inventory Analysis & Maintenance Strategy is to recognize priority and proactive tree management tasks, know the value of the inventoried trees, and project a realistic multi-year budget. To develop this plan, our experienced urban foresters analyze the tree inventory data, assessing the data to determine the tree population's composition, structure, and function. Then, DRG uses the findings from the data analysis, along with industry standards, risk management goals, and best management practices, to report on the status of the urban forest and prioritize tree maintenance needs. DRG develops a multi-year maintenance schedule and cost spreadsheet, provided as an editable Excel™ spreadsheet, based on prioritized maintenance needs.

## PLAN SECTIONS

- **Executive Summary:** Provides an inventory, recommended maintenance, and benefits summary overview of the project and its findings in a format that facilitates printing and sharing with elected officials, citizens, and others.
- **Structure & Composition:** Using charts, tables, and insight from DRG's experienced urban foresters, this section describes the composition, function, and structure of the inventoried urban forest. Detailed observations and recommendations are analyzed on the following:
  - Species & General Diversity
  - Pest Susceptibility
  - Condition
  - Relative Age Distribution
  - Defect Observations
  - Infrastructure & Growing Space
  - Canopy Cover & Stocking Level
- **Functions & Benefits:** Using i-Tree, an analysis highlighting the environmental, ecological, and economic benefits trees provide with the following analysis:
  - Overall Results
  - Annual Benefits
  - Improving Air Quality
  - Sequestering & Storing Carbon
  - Controlling Stormwater
  - Replacement Value
- **Recommended Maintenance:** Focuses on the tree maintenance tasks that will help mitigate risk, complete proactive maintenance cycles, and plant trees (if collected). Based on the inventory data, the following analyses are discussed:
  - Priority Maintenance & Further Inspections
  - Routine Maintenance
  - Routine Pruning Cycle
  - Young Tree Training Cycle
  - Routine Inspections & Inventory Updates
  - Tree Planting & Stump Removal (if collected)
- **Maintenance Strategy & Example 5-Year Budget:** Using the tree inventory data, an example 5-year annual maintenance schedule and budget are provided with details that recommend tasks to complete each year in an editable Excel™ table format.
- **Conclusion:** Summarizes the report, drawing inferences from the entire process about what has been found and decided, and the impact of those findings and decisions.
- **Appendices:** Relevant appendices are provided, including References, Summary of Recommendations, Study Area and Data Collection Procedures, and Risk Assessment if applicable.

## OPTIONAL ADDITIONAL SECTIONS

While the information and recommendations in the Tree Inventory Analysis & Maintenance Strategy focus on inventory data analysis for proactive and cost-effective tree management, particular issues or needs may require further analysis. Additional customized sections can be developed using the inventory data and other local, regional, and national sources of information and best management practices for an additional fee.

- **Invasive Pest Management Strategy:** This section identifies potential threats to the tree population by local and regional invasive pests (insects and/or diseases). Fundamentals of an Integrated Pest Management program will be explained, and strategies will be applied to existing pests. This section may also include information on wood utilization and how to effectively monitor the community, improve public education, manage tree debris, reforest after an infestation, and work with stakeholders. (3-5 pages)
- **Wood Waste Utilization:** Efficient utilization of waste wood can reduce costs for a community. Local needs and opportunities define the best management of this resource. An analysis of existing and future wood waste will be calculated. Based on the wood waste analysis findings, recommendations will be made to best utilize urban wood based on local resources and abilities. (6-8 pages)
- **Planting Plan:** A sustainable community forest must be diverse, vigorous, and properly stocked. This goal is often accomplished by having a planting plan that informs and advises tree managers and other stakeholders on the overall capacity for new trees, where tree canopy should be expanded, species diversity measures improved, and the best planting techniques utilized. The inventory data can produce a detailed statistical analysis of planting sites (including type, dimensions, and quantity). The plan will also discuss urban forest diversity issues, species selection, design methods, a detailed recommended species list, a tree planting worksheet, and recommendations for proper planting techniques and new tree maintenance tasks. Local needs and environmental justice will inform the planting plan. (7-10 pages)
- **Urban Tree Canopy Analysis:** This section will either estimate canopy cover using i-Tree Canopy or analyze data from a pre-existing Urban Tree Canopy study. Depending on the data source and accuracy of the information, this section will discuss the total community tree canopy benefits provided and compare canopy levels to similar communities in the region. A canopy change analysis and recommendation on a canopy goal will be included if possible. (5-6 pages)
- **Storm Preparedness:** This is a practical section that details policies and procedures to increase the efficiency and productivity of tree risk reduction and storm response operations in the event of a storm emergency. Recommendations will range from overall management objectives to specific operational details and from long-term management objectives to short-term program priorities. An analysis of priority streets, potential tree failures, and equipment and staffing needs will be formalized. (8-11 pages)
- **Funding Analysis:** A proactive and successful tree management program requires sufficient funding to accomplish priority work, implement a proactive pruning program, and proper sustainable planting with maintenance. This section will discuss and compare the current funding level and source(s) to the projected costs of completing tree pruning, removal, and planting tasks identified by the inventory. The funding needed for additional tree management program services or objectives, such as public outreach, new equipment purchases, and improved computer technology, can also be analyzed. The section will discuss budget shortfalls, offer options for additional revenue streams, and explain why proper tree management is a prudent and profitable investment strategy. (4-6 pages)
- **Stakeholder Meetings:** DRG can participate, lead, and/or facilitate various stakeholder meetings. These meetings can be a combination of surveys, virtual or in-person. They can be aimed at internal departments, allied organizations, the general public, partners, and/or private organizations. DRG will provide a detailed agenda, publicity plan, post-meeting notes, and recommendations for each meeting for each meeting. The results of the meetings will be integrated into the overall Strategy, and individual responses will be provided as an Appendix.



# Section Three:

## Qualifications and Experience

Davey Resource Group, Inc. is the leader in urban forestry consulting in the United States and has provided tree inventory assessment services and assisted with managing urban forests since its founding in 1992. We regularly assess over two million trees annually and develop a wide range of plans for communities. These plans include data-driven operationally-focused work plans and strategic master plans guided by community and stakeholder input. Our TreeKeeper® software is used by over 500 clients nationwide and has more than 10 million trees hosted.

In addition to our on-the-ground arborist assessment and urban forest planning services, we provide GIS-based mapping and canopy assessments. Since 2010, DRG has completed over 225 urban tree canopy (UTC) assessments, providing accurate estimates of tree canopy cover and impervious surfaces. Our team consists of arborists, urban foresters, planners, landscape architects, ecologists, GIS, and Information Technology (IT) professionals. Together, we offer proven solutions for urban forest management and unique strategies for today's challenges, such as the urban heat island effect and the lack of tree canopy in underserved neighborhoods.

In addition to DRG's renowned urban forestry services, we also offer a diverse range of other environmental consulting services. This includes wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management. DRG's staff is well versed in complex ecosystems, resource challenges, and regulatory concerns that can impact project success. With 24 local regional offices and a national presence, DRG is well equipped to handle urban forestry and environmental projects in your area.

Internally, **we believe in the QTC method - Quality, Teamwork, and Communication.** How does this benefit you and your project? We continually look for ways to reinvent, innovate, and adapt our processes to achieve the highest quality results at the best value for our clients. This includes hiring and training team members who are accountable for good work, working safely, and providing accurate results. We encourage and engage in active communication with you and within our teams to provide quality service throughout the project and beyond. This philosophy has led to our history of satisfied repeat clients.

As a trusted partner, Davey collaborates with the United States Department of Agriculture (USDA) Forest Service, The Nature Conservancy, American Forests, and the Arbor Day Foundation on a variety of industry-leading initiatives. Our commitment extends to the International Society of Arboriculture (ISA) and its local chapters, with staff serving on boards and committees. We support the Urban and Community Forestry Society with regular presentations, sponsorships, and volunteering.

Davey has actively contributed to developing and revising arboriculture standards and best management practices, including tree risk assessment, through the American National Standards Institute (ANSI) and ISA. We also work directly with the USFS on the continued development and support of i-Tree to quantify the value ecosystem services trees provide.

# DRG'S URBAN FORESTRY SERVICES

DRG's urban foresters support municipalities, campuses, parks, cemeteries, utilities, and the private sector across North America and internationally. We often provide tree risk reduction strategies through assessments and tools such as tree inventories, risk assessments, and urban tree canopy assessments. DRG tailors each project to meet our client's specific program needs and project budget. We provide:

- Tree inventory data collection and updates of existing data.
- Smart tree inventory data collection (AI and machine learning).
- TreeKeeper® software.
- Urban forest planning services to help manage trees and achieve short- and long-term goals.
- GIS services and specialists in-house to assess urban tree canopy, map tree growth, analyze planting space, and predict the impact of threats to tree canopy, such as the urban heat island effect.
- Staff augmentation and contract forestry.
- i-Tree Tools and analyses to highlight the benefits of trees.

***We provide innovative solutions through experience and expertise.***

## Why Choose the Davey Team?

## DRG'S UNIQUE QUALIFICATIONS

The following assets and qualities of DRG distinguish us within the arboriculture and urban forestry fields and demonstrate our ability to provide high-quality services.

- **Large professional arborist and GIS/IT staff.** DRG has over 100 professional arborists dedicated to tree inventories and urban forestry consulting, 20 GIS/IT specialists, and access to additional trained employees as the needs arise. As a large national firm, DRG can expand a project team quickly to meet the needs of any project. Our size and internal resources allow it to complete large, long-term inventory projects.
- **Large equipment inventory.** DRG owns multiple handheld computers and pen tablets for tree data collection and precise GPS units. We have national purchase and rental agreements with computer hardware manufacturers and technical equipment to quickly obtain specialty, additional, or replacement equipment.
- **Tree inventory and software project experience.** DRG has over 30 years of experience conducting municipal tree inventories, creating long-term management plans, and creating customized software systems. We have successfully completed more tree inventories than any other company and regularly assess more than 2 million trees annually. Our inventory arborists are highly trained in tree identification, tree maintenance determinations, and tree risk assessments.



- **Local offices and staff with national support.** DRG maintains several offices throughout the region, and our staff can respond directly to any questions or inquiries you might have, ensuring quick and constant communication. Our parent company, The Davey Tree Expert Company, also has residential and commercial tree care and landscaping, horticultural technical support, and urban forestry consulting offices throughout the region. These local offices have our nationwide company's collective support and resources and can assist as necessary.

**A 135-year history of providing clients with quality work and proven results.** The Davey Tree Expert Company has been in business for over 135 years. It is an employee-owned company that has stood the test of time. While other urban forestry companies and their inventory software programs have gone out of business, The Davey Tree Expert Company's history speaks to longevity and security, such that it will remain successful and be able to serve the needs of your community well into the future.

## THE PROJECT TEAM

DRG's staff members are the most qualified and credentialed in the industry and possess extensive industry knowledge and experience. This knowledge and experience includes industry standards, best management practices (BMPs), and the municipal work environment. All of our DRG team members are either ISA-certified arborists or on a path to becoming certified. Many have additional credentials and maintain the ISA Tree Risk Assessment Qualification (TRAQ) and/or are Board Certified Master Arborists (BCMA). Our team also includes IT and GIS analysts, plan writers, software technicians, data analysis, and administrative support. DRG has the largest staff of urban forestry consultants in the country, allowing us to scale and substitute staff as needed. The staff listed below have been identified as an ideal solution for your project, but due to timing or other assignments, we may elect to substitute staff or equal expertise if needed.

**Gerritt Moeke, CCF.,** is an associate consultant with DRG. Gerritt project manages and site manages the implementation of urban forestry and ecological restoration projects. Currently, he supports a Michigan Department of Transportation project covering the maintenance of newly planted trees along I-75 and the mitigation of invasives and other undesirable species that threaten the health of the planted trees and shrubs. Gerritt is OSHA 10-hour certified in General Industry Safety and was internally trained in construction oversight by DRG alongside TGC Engineering. Previously, Gerritt worked in traditional forestry assessing and managing private tracts of forest land in Northern Michigan for a small forest products company. His experience covered the cruising of timber to appraise both the value and the health of forest, planning and implementation of long-term management of northern hardwood forests, the grading and scaling of cut timber, and the sale of veneer-quality hardwood logs. Gerritt earned his Bachelor of Science degree in forestry from Michigan State University with a minor in economics, and is currently a Candidate Certified Forester for the Society of American Foresters and an International Society of Arboriculture Certified Arborist (MI-4520A).

**Lee Spangler** is an environmental specialist with DRG. He holds a Bachelor of Science degree in forestry with a minor in urban/community forestry and has 6 years of experience in urban forestry, as well as over 10 years' experience in horticulture and landscape maintenance. Some of his skills include invasive species control, residential tree and garden planning and planting, native plant installation, prescribed burns, erosion control, heavy equipment use and training, plant/tree identification, and GIS. As an environmental specialist, he engages in a wide variety of projects, from invasive species control for homeowner associations to Michigan Dept. of Transportation right-of-way tree and shrub planting and upkeep. Mr. Spangler is an ISA Certified Arborist and a former Certified Green Industry Professional. He has training in S190/S130 Wildland Firefighting.

**Kyle Schumann** is an environmental scientist with DRG. Mr. Schumann has supported numerous tree survey assessments in metro-Detroit and Columbus, OH. His areas of professional interest include ecological restoration, wetland and stream conservation, invasive species management, and conservation stewardship. Mr. Schumann has completed several projects, including comparative studies of pre-settlement tall-grass prairies, macroinvertebrate stream surveys, and first order stream surveys across the state of Michigan with Michigan State University and Michigan Department of Environment, Great Lakes, and Energy. Mr. Schumann is currently supporting a large-scale reforestation project in conjunction with MDOT along I-75. He holds Bachelors of Arts degrees in biology and environmental science from Adrian College.

**Thomas Flynn** is an inventory arborist technician with Davey Resource Group, Inc. (DRG) with over three years of experience with municipal inventory data collection, utility forestry, and management. He also has specialized knowledge in utility vegetation management and tree risk assessment. In his current role, he is responsible for patrolling municipal rights-of-way, identifying trees, and recording biometrics using Rover GIS. In addition, he assesses the likelihood of tree site failure and determines the necessary measures to establish and maintain the urban forest. Thomas' recent and relevant accomplishments include his contributions to completing an inventory update in Livonia, MI. Additionally, he has assisted with invasive removals at Great Lake Crossing and native plantings for the Saginaw Chippewa Indian Tribe. In November 2023, he successfully passed the Pesticide Applicator exams. Certified Arborist and TRAQ.

**Ashley McElhinney, M.S.,** is an associate urban forestry planner with DRG. She brings over four years of experience in tree planting, tree care, nursery production, and lawn conversion. Ms. McElhinney provides technical input for urban forest master plans, best management practices manuals, and other reports.

Prior to joining DRG, Ms. McElhinney led field operations at an urban forestry non-profit in San Jose, California, where she built partnerships with local leaders, stakeholders, and regional coalitions; was awarded and managed private and government grants; and made strategic programmatic decisions to increase capacity in the city's urban forest. She engaged and educated volunteers to plant trees, provided tree care, converted lawns into drought-tolerant landscapes, and operated a nursery while providing job training to AmeriCorps service members. She is experienced and passionate about finding innovative opportunities to increase community engagement, climate resilience, and tree equity.

She holds both a bachelor's degree in environmental science and a master's degree in urban forestry from the University of Massachusetts Amherst, and is an International Society of Arboriculture (ISA) Certified Arborist (WE-14004A). Ashley McElhinney works primarily out of her home office in Massachusetts and regularly collaborates with our Michigan-based team.

**Lee S. Mueller, M.S., C.F.,** is a market manager with DRG. Lee is responsible for expanding environmental consulting services, establishing new regional offices, and strengthening key business partnerships across the Great Lakes. Throughout his career, Lee has demonstrated deep experience in all aspects of developing and supporting complex, multi-partner projects in urban forestry and ecosystem restoration—from project visioning and budgeting to implementation strategies and long-term maintenance. He has also served as a staff or board member on a variety of professional and nonprofit organizations dedicated to forestry, arboriculture, and parks and recreation. Lee is excited by creating strategic partnerships; building and evaluating processes and systems; engaging diverse communities; and seeking, writing, and managing private or government grants. Prior to joining DRG, he was instrumental in establishing an urban forestry outreach and volunteer program that garnered state and national recognition in Grand Rapids, Michigan, as well as managing large-scale, volunteer-led tree planting and phytoremediation projects in Detroit. Lee is an International Society of Arboriculture (ISA) Certified Arborist, has obtained an ISA Tree Risk Assessment Qualification (TRAQ), and is a Certified Forester through the Society of American Foresters, and a Michigan Registered Forester. Lee has a master's degree and a bachelor's degree in forestry from Michigan State University.

## RELATED PROJECTS

We understand the importance of this project and how you only have one chance to get it right. With our vast experience providing urban forestry consulting, you can rest assured we will get it right the first time, and your investment will not be wasted. Below is a limited selection of projects demonstrating our expertise in delivering similar scopes of work on time and within budget. We are happy to provide additional project examples or references if desired.

**Client: City of Big Rapids, Michigan**

**Contact: Heather Bowman | 231.592.4018**

Big Rapids has been a Tree City USA community for a number of years. As such, the city has worked to plant replacement trees where those were removed and care for trees along city streets and within public parks. Due to a number of staff changes, the city's inventory data were completely out of date. The city received a Michigan Department of Natural Resources grant in 2020 to re-establish inventory control of city streets, and the city selected DRG through a competitive bid process. DRG navigated city streets and parks and ultimately assessed 3,797 trees and stumps across the community. Data included tree location, species, diameter, condition, and maintenance needs. Data were delivered to the city in DRG's TreeKeeper® 8 inventory management software and incorporated into the city's GIS platform. Ultimately, the city is using these data to prioritize tree maintenance activities and allocate resources effectively to improve city tree management.

**Client: City of Birmingham, Michigan**

**Contact: Carrie Laird | 248.530.1714**

In 2020, the City of Birmingham received from the Michigan Department of Natural Resources for a tree standards manual. DRG wrote a Tree Manual & Standards of Practice for the city to align city tree maintenance guidelines with community goals and priorities. In 2022, Birmingham contracted DRG to update the city's public tree inventory. DRG also performs ongoing tree inspections and provides additional urban forestry expertise and training sessions.

**Client: City of Coldwater, Michigan**

**Contact: Dean Walrack | 517.279.6926**

The City of Coldwater received a Michigan Department of Natural Resources grant to support a tree inventory. Through a competitive bid process, the city selected DRG to complete its tree inventory. In 2019, DRG's ISA Certified Arborists navigated city streets and collected information on 5,503 trees and stumps located in the right-of-way and on public properties. Inventory data included tree location, species, diameter, and an assessment of tree risk and maintenance needs. Tree inventory data were delivered to the city in Davey's TreeKeeper® 8 software. The city has incorporated inventory data into the city's existing GIS platform and uses inventory data to prioritize tree maintenance activities. DRG has subsequently worked with Coldwater, in partnership with ReLeaf Michigan, to provide urban tree canopy assessment data, prioritized planting analyses, and an estimation of tree benefits. Coldwater is using these data to identify planting locations, engage the public, and host volunteer tree planting events.

**Client: City of East Grand Rapids, Michigan****Contact: Doug La Fave | 616.940.4817**

DRG conducted a street tree inventory in the City of East Grand Rapids. The GIS-based inventory included an assessment of 7,113 trees and stumps. All trees were evaluated for condition, structural soundness, and assigned a risk level to enable the city to prioritize its maintenance needs. DRG's experienced GIS/IT team ensured the city was able to successfully import all inventory data into the city's existing asset management system. The city immediately used their tree inventory to address all priority maintenance issues identified by DRG. DRG's experienced consulting team also presented inventory findings to the City Council, further establishing the value and importance of monitoring community trees.

Subsequently, the city has engaged DRG in ongoing contract forestry services. DRG's team of professional arborists have provided tree inspections and risk assessments to guide city decisions in the maintenance of specific trees. DRG was also asked to put together a cyclical pruning program and specifications for future tree maintenance contracts. More recently, DRG used inventory data to identify specific tree management concerns, set up a body of work, advertised a contract, managed the bid process, and administered the contract for Fiscal Years 2018 through 2021 pruning and removal operations. DRG continues to support the city's forestry efforts through tree assessments, contract management, tree pest and disease concerns, and public outreach.

**Client: City of East Lansing, Michigan****Contact: Cathy DeShambo | 517.319.6936**

In 2002, DRG was hired to perform a comprehensive, computerized street tree inventory for the City of East Lansing. Approximately 9,000 street trees were assessed to establish the city's first-ever tree inventory. By 2016, the inventory had grown out of date due to staff turnover and rapidly changing technologies (e.g., geographic information systems). DRG was again hired by the City of East Lansing to re-establish its tree inventory. DRG's urban foresters collected a total of 9,329 trees, stumps, and potential planting sites throughout the entire municipality. All trees were evaluated for condition, structural soundness, and hazard potential to enable the city to prioritize its maintenance needs. After analyzing the data, DRG's urban foresters completed an urban tree canopy assessment to understand the extent of trees on both public and private lands. These data were compiled into an urban forest management plan that characterized the city's urban forest and provided direction for future management. Additionally, to help East Lansing better utilize its tree database in a more efficient manner, the inventory data were delivered in DRG's TreeKeeper® 7 subscription software.

**Client: City of Ferndale, Michigan****Contact: Daniel Antosik | 248-546-2525 Ext. 602**

The City of Ferndale contracted DRG to perform an urban tree canopy assessment (UTC), ordinance review, phased inventory, and management plan. The UTC identified the city's total tree canopy, where tree canopy occurs, and opportunities for improvement. Coupled with the city's tree ordinance review, the city has clear direction and strategies to maximize tree canopy across the community. To date, all 4 inventory phases have been completed. A total of 8,014 trees have been collected. As data are collected, the city immediately handles any maintenance concerns identified. These efforts have raised the visibility of the city's forestry program among city leadership.

As a result of these efforts, Ferndale crafted a series of goals and metrics to advance their urban forestry program. While the city has capacity to move several of their goals forward, they do not have forestry expertise on staff. Since 2017, Ferndale has contracted with DRG to provide urban forestry expertise and insight. DRG's experienced team of urban foresters handle tree inspections, additional ordinance review, resident outreach, planting program evaluation, city council meetings, staff training, and program management. These activities have improved Ferndale's in-house urban forestry capacity and assured residents that Ferndale's trees are being properly cared for.

Funded in part by a Michigan Department of Natural Resources grant, the Macomb County Department of Planning and Economic Development launched a partnership to advance urban forestry across one of Southeastern Michigan's areas of lowest tree canopy, southern Macomb County. The initial phase of the project was designed to assess urban forestry programs in several communities, evaluate existing data sources, and create a coordinated future vision to strengthen urban and community forestry efforts across multiple communities.

DRG was secured to provide multiple consulting services to support county efforts and develop a strategic foundation for the partnership. Our team of professionals performed a needs assessment of 11 Macomb County communities, which included a review of existing partnerships, staffing, budgets, urban forestry programs, ordinances and policies, and other programmatic elements. DRG provided materials and presentations to support partnership meetings with the participating communities. DRG also analyzed existing tree canopy data and established a prioritized planting plan to improve both environmental impacts and social equity. DRG created a calculator to estimate the number of trees and associated costs needed to meet the county's canopy goals. Additionally, DRG brought a partnership with ReLeaf Michigan, a statewide non-profit, to the table to coordinate volunteer-led demonstration tree planting events.

Finally, DRG used the community needs assessments to develop a strategic urban forestry roadmap. The roadmap established a series of ways in which the Green Macomb Urban Forest Partnership can support community efforts to expand tree canopy and improve urban forest programs. Each strategy was developed based on themes that emerged in the needs assessments and customized to the particular characteristics of Macomb County. This roadmap will be used by the county to prioritize strategic actions, continue developing the partnership, solicit grant dollars, and support community efforts to expand tree canopy county-wide.

Subsequently, DRG has been retained to help implement the roadmap. Specifically, DRG has provided educational seminars for community partners to continue to establish a working knowledge of tree care, urban forest program management, and volunteer engagement. Additionally, DRG worked with Macomb County to develop social media campaign messages, images, and materials to help widely promote the benefits that trees offer Macomb County residents. More recently, DRG developed specifications for tree inventories and a management plan template for county communities and helped conduct inventories and author management plans as part of a pilot project. These tools have been used to advance urban forestry across Macomb County.

# INVESTMENT AND AUTHORIZATION TO PROCEED

The prices, terms and conditions, and warranty are hereby accepted. I am authorized to bind and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

## Madison Heights, MI - Street and Park Tree Inventory

Description of Service	Price	Acceptance
<b>TASK 1: TREE INVENTORY</b>		
Computerized inventory data collection of up to 9,500 existing trees, planting sites, and stumps.	\$47,500	<input type="checkbox"/>
Additional inventory data collection above 9,500 trees/sites.	\$5.00/site	<input type="checkbox"/>
<b>(Optional) TASK 2: TREEKEEPER® SOFTWARE</b>		
Annual subscription	\$3,600	<input type="checkbox"/>
Annual premium support package for customization & trainings	\$1,500	<input type="checkbox"/>
Web-based 4-hour TreeKeeper® training	\$750	<input type="checkbox"/>
In-person 6-hour TreeKeeper training	\$1,800	<input type="checkbox"/>
<b>TASK 3: TREE INVENTORY AND MAINTENANCE STRATEGY</b>		
Tree inventory and maintenance strategy with 5-year budget and benefits analysis	\$4,500	<input type="checkbox"/>
<b>Project Total (Tasks 1 and 3)</b>	<b>\$52,000.00</b>	

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of City of Madison Heights, MI with authority to authorize and bind my company.

**City of Madison Heights, MI**

Client Representative: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Authorizing Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Davey Resource Group, Inc.**

DRG Project Representative: Gerritt Moeke

Title: MI Team Leader

Date: Feb 20th, 2025

Phone Number: 231-675-7549

E-mail: gerritt.moeke@gmail.com

# INVOICING METHOD

How would you like to receive invoices for this project?

☐

Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

☐

E-mail: Invoice(s) will be e-mailed to:

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Other: Please provide instructions below:

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# INSURANCE REQUIREMENTS

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Certificate Holder Name and Address (if different than listed on page 1 of the proposal):

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List of Additional Insured Entities:

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# CLIENT RESPONSIBILITIES

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

# TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense. If the Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.

# LIMITED WARRANTY

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 6/23

**PREPARED BY:** Sean P. Ballantine, Director of Public Services

**AGENDA ITEM CONTENT:** Director of Public Services - Rosie's Gardenia Parking Lot Replacement

**AGENDA ITEM SECTION:** Bid Awards/Purchases

**BUDGETED AMOUNT:** \$250,000

**FUNDS REQUESTED:** \$176,185

**FUND:** 101-752-987-0000

**EXECUTIVE SUMMARY:**

The FY 2024-25 Budget included funding for the much needed replacement of the Rosie's Park Gardenia Parking Lot. The project was bid, and upon tabulation and analysis, it was determined that the budgeted funding was insufficient, and an additional phase of funding was proposed and approved in the 2025-26 Budget. The project was rebid in May, with Asphalt Specialists, LLC providing the lowest qualified bid. The City's consulting engineering firm Nowak and Fraus, performed the appropriate reference checks and due diligence on this company, and has determined that they are fully capable of performing this scope of work for the City, with similar projects undertaken in the immediate area.

**RECOMMENDATION:**

Staff concurs with the recommendation of Nowak and Fraus, and respectfully requests that Council award the Rosie's Park Gardenia Parking Lot replacement project to the lowest qualified bidder, Asphalt Specialists, LLC, of Pontiac, for a total project cost of \$176,185.00. Funding is budgeted and available in the 2025-26 fiscal year.

**MEMORANDUM**

Item 8.

**DATE:** June 17, 2025  
**TO:** Melissa R. Marsh, City Manager  
**FROM:** Sean P. Ballantine, Director of Public Services  
**SUBJECT:** Bid Award – Rosie’s Gardenia Parking Lot

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The FY 2024-25 Budget included funding for the much needed replacement of the Rosie’s Park Gardenia Parking Lot. The project was bid, and upon tabulation and analysis, was found to be significantly over the budgeted amount. Due to the amount of work required, it was determined that the budgeted funding was insufficient, as the project could not be reduced or modified to properly achieve the City’s required goals, and an additional phase of funding was proposed and approved in the 2025-26 Budget.

In anticipation of the new fiscal year, the project was rebid in May, with Asphalt Specialists, LLC providing the lowest qualified bid. The City’s consulting engineering firm Nowak and Fraus, performed the appropriate reference checks and due diligence on this company, and has determined that they are fully capable of performing this scope of work for the City, with similar projects undertaken in the immediate area.

Staff concurs with the recommendation of Nowak and Fraus, and respectfully requests that Council award the Rosie’s Park Gardenia Parking Lot replacement project to the lowest qualified bidder, Asphalt Specialists, LLC, of Pontiac, for a total project cost of \$176,185.00. Funding is budgeted and available in the 2025-26 fiscal year.

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**City of Madison Heights**  
**Department of Public Services**  
801 Ajax Drive  
Madison Heights, Michigan 48071



May 30, 2025

City of Madison Heights  
300 W. 13 Mile Road  
Madison Heights, MI 48071

Attn.: Mr. Sean Ballantine, Director of Public Services

Re: **2025 Rosie's Park Parking Lot Improvement Project**  
**NFE Recommendation Letter – Award of Bid #1078 Contract to Asphalt Specialists LLC.**  
Madison Heights, Michigan

Dear Mr. Ballantine:

As you are aware, the City of Madison Heights received four sealed bids for the above-mentioned project during the public bid opening held on May 21, 2025 at the City Offices. At the completion of our bid analysis, it has been determined that Asphalt Specialists LLC. of Pontiac, Michigan had submitted the lowest bid in the amount of \$176,185.00. Please find attached a copy of the "Tabulation of Bids" for your review and / or distribution.

Asphalt Specialists LLC. has not yet done work for the City of Madison Heights. They have completed several other similar projects for the Utica Community Schools and The City of Rochester Hills during the past couple of years and are qualified to complete the above referenced project based upon their past experience and our research.

Therefore, we recommend that the contract for the 2025 Rosie's Park Parking Lot Improvement Project be awarded to Asphalt Specialists LLC. of Pontiac, MI, in the amount of \$176,185.00. Given historical and current trends in cost, we feel this is reasonable and affords certainty in our construction cost going forward.

Should you have any questions, please feel free to contact our office at any time.

Very truly yours,

**NOWAK & FRAUS ENGINEERS**

Brad Brickel, P.E.  
City Engineer

Enclosures

cc: City of Madison Heights – Melissa Marsh, City Manager (300 W. Thirteen Mile Road, Madison Heights, MI. 48071)  
NFE – Brad Brickel, PE., City Engineer (46777 Woodward Avenue, Pontiac, MI 48342) - copy  
File: NFE# O080 Electronic File – 2025 Recommendation Letter

## Tabulation of Bids - City of Madison Heights

City of Madison Heights  
300 W. Thirteen Mile Road  
Madison Heights, Michigan 48071

Project: Name: Rosie's Park Parking Lot Improvements  
Bid #1078

Bids Received: Wednesday, March 21, 2025 - 10:00 A.M.

## First Lowest Bidder

Asphalt Specialists LLC  
1780 E. Highwood  
Pontiac, Mi. 48340  
Ph: (248) 334-4570  
Fax: (248) 334-0134

## Second Lowest Bidder

Best Asphalt, Inc.  
6334 N. Beverly Plaza  
Romulus, Mi. 48174  
Ph: (734) 729-9440  
Fax: (734) 729-6414

## Third Lowest Bidder

R&R Asphalt  
2800 Childs Lake Rd  
Milford, Mi. 48381  
Ph: (248) 529-6005  
Fax: (NA)

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 Sidewalk Removal	30 S.Y.	\$45.00	\$1,350.00	\$19.00	\$570.00	\$50.00	\$1,500.00
2 Pavement Removal	2,050 S.Y.	\$7.00	\$14,350.00	\$5.00	\$10,250.00	\$9.18	\$18,819.00
3 Earth Excavation	500 C.Y.	\$19.00	\$9,500.00	\$35.00	\$17,500.00	\$25.00	\$12,500.00
4 Subgrade Undercutting, 21 AA	10 C.Y.	\$120.00	\$1,200.00	\$100.00	\$1,000.00	\$105.00	\$1,050.00
5 Subgrade Undercutting, 1" - 3"	5 C.Y.	\$200.00	\$1,000.00	\$105.00	\$525.00	\$115.00	\$575.00
6 6" Perforated Underdrain	40 L.F.	\$30.00	\$1,200.00	\$22.00	\$880.00	\$35.00	\$1,400.00
7 Sewer Tap/Connection	2 EA.	\$820.00	\$1,640.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00
8 Non-Woven Geo-Textile Fabric, 8 oz.	45 S.Y.	\$3.00	\$135.00	\$10.00	\$450.00	\$12.00	\$540.00
9 4" Concrete Sidewalk	50 S.F.	\$10.00	\$500.00	\$7.70	\$385.00	\$13.50	\$675.00
10 6" Concrete Sidewalk	100 S.F.	\$16.00	\$1,600.00	\$19.80	\$1,980.00	\$14.50	\$1,450.00
11 6" Concrete Pavement	725 S.F.	\$12.00	\$8,700.00	\$13.20	\$9,570.00	\$14.50	\$10,512.50
12 Concrete Curb & Gutter, MDOT Detail F4	800 L.F.	\$50.00	\$40,000.00	\$33.00	\$26,400.00	\$28.80	\$23,040.00
13 Aggregate Base, 4" CIP - 21 AA	20 S.Y.	\$17.00	\$340.00	\$35.00	\$700.00	\$12.15	\$243.00
14 Aggregate Base, 6" CIP - 21 AA	260 S.Y.	\$12.00	\$3,120.00	\$27.00	\$7,020.00	\$15.05	\$3,913.00
15 Aggregate Base, 8" CIP - 21 AA	2,130 S.Y.	\$5.00	\$10,650.00	\$18.00	\$38,340.00	\$18.75	\$39,937.50
16 MDOT Bit. Mixture # 5EML, 20 AA (1.5") - No RAP	195 TON	\$145.00	\$28,275.00	\$155.00	\$30,225.00	\$174.35	\$33,998.25
17 MDOT Bit. Mixture # 4EML, 20 AA (2.5") - 25% RAP	325 TON	\$115.00	\$37,375.00	\$136.00	\$44,200.00	\$139.07	\$45,197.75
18 Restoration	170 SY	\$40.00	\$6,800.00	\$10.50	\$1,785.00	\$15.00	\$2,550.00
19 Silt Sack	3 EA	\$150.00	\$450.00	\$110.00	\$330.00	\$75.00	\$225.00
20 Parking Lot Striping	1 LSUM	\$8,000.00	\$8,000.00	\$850.00	\$850.00	\$2,960.00	\$2,960.00
Grand total:			\$176,185.00	Grand total:	\$194,560.00	Grand total:	\$202,086.00

Prime Construction & Excavating Co., LLC - \$228,220.00 \*

Engineer's Estimate - \$207,536.25

I hereby certify that this is a true and accurate copy of  
the bids received, read, and tabulated for this project.

William Fowler, P.E. - Engineer III

5/30/2024

\* Bid Adjusted by Engineer (Arithmetic Error)