



**CITY OF MADISON HEIGHTS  
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.  
CITY COUNCIL REGULAR MEETING AGENDA  
MARCH 10, 2025 AT 7:30 PM**

---

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION and PLEDGE OF ALLEGIANCE - MAYOR PRO TEM BLISS**

**APPROVAL OF THE AGENDA:**

1. Additions/Deletions

**PRESENTATIONS**

**PUBLIC HEARINGS:**

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

**MEETING OPEN TO THE PUBLIC:**

**CONSENT AGENDA:**

2. CED Director - 2025 CDBG Yard Service- Lawn Contract
3. Director of Public Services - 2025 Road Commission of Oakland County (RCOC) Summer Maintenance Agreement
4. City Council Regular Meeting Minutes of February 24, 2025

**COMMUNICATIONS:**

**REPORTS:**

5. Director of Public Services - Road Commission of Oakland County (RCOC) John R Project Cost-Share

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

**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: March 6, 2025

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, March 10, 2025

---

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, March 10, 2025.

**CONSENT AGENDA:**

**2025 CDBG YARD SERVICE- LAWN CONTRACT**

Staff recommends Council award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Capital Landscape, at a unit price of \$23.00 per lot for the 2025 mowing season, and to authorize the City to proceed to the next lowest responsible bidder, Zimmerman Lawn Service at unit pricing of \$28.00 per lot in the unlikely event that the contract with Capital Landscape is cancelled due to non-performance or other issues, in an amount not to exceed \$40,000.00 for the CDBG mowing season.

**2025 RCOC SUMMER MAINTENANCE AGREEMENT**

Council is asked to consider the proposed 2025 Summer Maintenance Agreement between the Road Commission of Oakland County (RCOC) and the City of Madison Heights. Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2025, and invoice the remaining 35% upon completion of the last maintenance activity.

**REPORTS:**

**RCOC JOHN R PROJECT COST-SHARE**

RCOC is reconstructing their portion of John R. Road in Madison Heights, from Dartmouth Street to 14 Mile Road. This work is anticipated to start in early May, 2025. Funding for this project is split between federal and local sources, with the City of Madison Heights responsible for a certain portion of the local share. Through use of the Tri-Party funding program, this amount is \$190,000.

Staff recommends that Council adopt two motions:

- (1) To approve a Budget Amendment in the amount of \$190,000 to account 202-450-988-0446; and
- (2) To approve the Cost Participation Agreement between the City of Madison Heights and RCOC, and authorize the Mayor to sign on the City's behalf.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 03/10/2025

**PREPARED BY:** Giles Tucker, Community & Economic Development Director

**AGENDA ITEM CONTENT:** Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** \$40,000.00

**FUNDS REQUESTED:** \$40,000.00

**FUND:** Contractual Services - 276-400-8180-000

**EXECUTIVE SUMMARY:**

Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

**RECOMMENDATION:**

The request is being made to award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Capital Landscape, at a unit price of \$23.00 per lot for the 2025 mowing season, and to authorize the City to proceed to the next lowest responsible bidder, Zimmerman Lawn Service at unit pricing of \$28.00 per lot in the unlikely event that the contract with Capital Landscape is cancelled due to non-performance or other issues. The budgeted amount is not to exceed \$40,000.00 for the CDBG mowing season.

**MEMORANDUM**

**DATE:** February 10, 2025  
**TO:** Melissa Marsh - City Manager  
**FROM:** Giles Tucker - Community & Economic Development Director  
**SUBJECT:** CDBG Yard Services- Lawn Services

---

**SUMMARY/BACKGROUND:**

In accordance with HUD regulations, the City has posted a bid for CDBG funded Lawn Cutting Services for the 2025 season. The bid was posted on the MITN online cooperative bidding system ([www.mitn.info](http://www.mitn.info)) where it was emailed to 487 vendors. Out of the 487 vendors, 39 vendors downloaded the bid documents. On January 30, 2025, at 2:00pm seven (7) responsive electronic bids were opened.

The lowest qualified bidder is Capital Landscapes at \$23.00 per residence/lot. Capital Landscapes was awarded the Lawn Services contract last season and remains the most competitive bid for the 2025 season. The second lowest cost submitted came from NETSOLUTIONS LLC at \$25 per residence/lot. However, NETOLUTIONS was awarded the Lawn Service contract in 2022 and failed to perform. For this reason, staff asks to be authorized to proceed with the next lowest cost but more responsible bidder Zimmerman Lawn & Snow at \$28.00 per residence/lot in the unlikely event that the contract with Capital Landscapes is cancelled due to non-performance or other issues.

The proposed contract between the City and Capital Landscapes will service up to 50 residences for up to 28 cuts per residence for the season. At \$23.00 per residence this equates to an estimated total contract amount of \$32,200. Staff suggests that Council authorize a total contract amount not to exceed \$40,000 to account for any unforeseen changes additional services that may be necessary.

**STAFF RECOMMENDATION:**

Staff recommend that City Council award the CDBG funded Yard Service- Lawn Services program contract to the lowest responsible bidder, Capital Landscapes at a unit price of \$23.00 for the 2025 Lawn Service season, and to authorize the City to proceed to the next lowest & responsible bidder, Zimmerman Lawn & Snow at \$28.00 per residence/lot in the unlikely event that the contract with Capital Landscapes is cancelled due to non-performance or other issues.

**PRICING SECTION**

THE CITY IS NOT REQUIRING A BID BOND FOR ITB #1072

Number of full-time employees 30

Number of part-time employees 8

Years in Business: 9

List of Equipment to be used FOR THIS CONTRACT (attach additional sheets as necessary):

Please see attached equipment list

Price per lot (avg. 60' x 120') \$ 23.00

Payment Terms: Contractor will be paid on a bi-weekly basis.

COMPANY INFORMATION

Signature Michael Klein

Print name/title Michael Klein - CEO

Company Capital Landscapes

Address 21700 Wyoming St. Suite B  
Oak Park, MI 48237

Phone 248-509-9109 Fax — Date 1/29/25

Email: Michael K @ caplandscapes.com

Questions regarding services to be provided should be directed to Jennifer Cowan at (248) 545-3464.

**References:**

Please list contact information for three (3) references; municipalities preferred:


1. Contact Name: Denise Glinz  
 Company/Municipality Name: City of Southfield - chore program  
 Address: 26000 evergreen road, southfield MI 48076  
 Contact Phone: (248) 796 4178  
 Contact Fax ( ): \_\_\_\_\_  
 Contact Email Address: dglinz@cityofsouthfield.com
2. Contact Name: Ron Duncan  
 Company/Municipality Name: Congregation Shaarey Zedek  
 Address: 27375 Bell rd. Southfield MI 48034  
 Contact Phone: (248) 357 5548  
 Contact Fax ( ): \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_
3. Contact Name: Scott Lemarbe  
 Company/Municipality Name: City of Oak Park  
 Address: 10600 capital st. Oak Park MI 48237  
 Contact Phone: (248) 691 7497  
 Contact Fax ( ): \_\_\_\_\_  
 Contact Email Address: Slemarbe@oakparkmi.gov

INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Capital Landscapes (Contractor/Company)  
By and through the undersigned Leanne Millitello (Individual),  
Its Landscape Designer (Title), respectively, agrees to indemnify and hold harmless the City of  
Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan  
48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates, successors and  
assigns from any and all liability arising, directly or indirectly, from the following activity:

Lawn : Landscape Services

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City,  
its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the  
above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its  
own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding  
the foregoing, this Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the  
sole omissions to act on the part of the City of Madison Heights.

  
(Signature of person submitting bid)

Subscribed and sworn this 30<sup>th</sup> day of January, 202<sup>5</sup> before me, a Notary Public in and for  
said County.

Sherry Weyer  
Notary Public

County of Wayne

My Commission Expires: 15 April 2031

Acting in County of OAKLAND

SHANYA URSERY  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires 15 April 2031  
Acting in the County of Oakland



NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

Leanne Millifello being duly sworn deposes and says:

That he/she is Landscape Designer  
(state official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Madison Heights or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]  
(Signature of person submitting bid)

Subscribed and sworn this 30<sup>th</sup> day of January, 202<sup>4</sup>5 before me, a Notary Public in and for said County.

[Signature]  
Notary Public

My Commission Expires:

15 April 2031

SHANYA URSERY  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires 15 April 2031  
Acting in the County of Oakland

No Award to Date – As Read Only

**Yard and Lawn Services - 1072**

**RFP Opening**

	Company Name	Company Location	Price per lot	Comments
1	Gratiot Landscape/Winners Circle Turf and Landscape	Clinton Township, MI	\$38.00	
2	Luxury Lawn and Snow LLC	Farmington Hills, MI	\$42.00	
3	Zimmerman Lawn and Snow	Roseville, MI	\$28.00	
4	V.R.P Landscape LLC	Detroit, MI	\$75.00	
5	Yard Guyz	Canton, MI	\$35.00	
6	Capital Landscapes	Oak Park, MI	\$23.00	
7	NETSOLUTIONS LLC	Detroit	\$25.00	



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/10

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

**AGENDA ITEM CONTENT:** Director of Public Services - RCOC Summer Maintenance Agreement

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Attached for consideration is the proposed 2025 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain. Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same.

**RECOMMENDATION:**

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2025, and invoice the remaining 35% upon completion of the last maintenance activity.

**MEMORANDUM**

**DATE: February 27, 2025**  
**TO: Melissa R. Marsh, City Manager**  
**FROM: Sean P. Ballantine, Director of Public Services**  
**SUBJECT: 2025 RCOC Summer Maintenance Agreement**

---

Attached for consideration is the proposed 2025 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain.

Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same. This contract provides an increase of 4.0% from last year, which is attributable to increases in the price of mowing and litter pickup (please see attached historical data). These service rates reflect the current bid prices solicited by the RCOC.

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2025, and invoice the remaining 35% upon completion of the last maintenance activity.

---

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

**Summer Road Maintenance Agreement Historical Contract Payments Since Inception  
Road Commission for Oakland County**

14 Mile - Campbell to Dequindre; John R - 14 Mile to Drain; 12 Mile - Campbell to Dequindre

Year	Per Mile	Total	Increase/(Decrease)	
			%	\$
1988	N/A	9,107.00	N/A	N/A
1989	N/A	11,607.00	27.5%	2,500.00
1990	N/A	11,607.00	0.0%	-
1991	N/A	11,607.00	0.0%	-
1992	N/A	11,607.00	0.0%	-
1993	N/A	11,607.00	0.0%	-
1994	N/A	12,187.35	5.0%	580.35
1995	N/A	12,552.97	3.0%	365.62
1996	N/A	12,929.56	3.0%	376.59
1997	N/A	13,317.45	3.0%	387.89
1998	N/A	13,583.80	2.0%	266.35
1999	N/A	14,288.79	5.2%	704.99
2000	N/A	14,484.86	1.4%	196.07
2001	N/A	14,484.86	0.0%	-
2002	N/A	14,774.56	2.0%	289.70
2003	2,790.75	15,070.05	2.0%	295.49
2004	2,713.66	15,522.15	3.0%	452.10
2005	2,931.97	16,770.87	8.0%	1,248.72
2006	2,990.61	17,106.29	2.0%	335.42
2007	(1)	18,576.16	8.6%	1,469.87
2008	(2)	18,238.56	-1.8%	(337.60)
2009	(3)	18,603.26	2.0%	364.70
2010	(4)	9,211.43	-50.5%	(9,391.83)
2011	(5)	8,548.16	-7.2%	(663.27)
2012	(6)	8,392.64	-1.8%	(155.52)
2013	(7)	8,509.28	1.4%	116.64
2014	(8)	8,859.20	4.1%	349.92
2015	(9)	8,936.96	0.9%	77.76
2016	(10)	9,014.72	0.9%	77.76
2017	(11)	11,192.00	24.2%	2,177.28
2018	(11)	11,192.00	0.0%	-
2019	(11)	11,192.00	0.0%	-
2020	(12)	12,072.95	7.9%	880.95
2021	(12)	12,072.95	0.0%	-
2022	(12)	12,072.95	0.0%	-
2023	(13)	12,263.70	1.6%	190.75
2024	(14)	12,767.70	4.1%	504.00
2025	(15)	13,276.60	4.0%	508.90

Average Annual Increase: 1.8% \$ 112.69

- (1) = \$92.00/curb mile x 12.96 miles x 8 sweepings, \$636/mowing x 10 mowings, \$267.76/litter pickup x 10 pickups (current bids)
- (2) = \$87.00/curb mile x 12.96 miles x 8 sweepings, \$648.72/mowing x 10 mowings, \$273.12/litter pickup x 10 pickups (current bids)
- (3) = \$88.74/curb mile x 12.96 miles x 8 sweepings, \$661.69/mowing x 10 mowings, \$278.58/litter pickup x 10 pickups (current bids)
- (4) = \$87.00/curb mile x 12.96 miles x 4 sweepings, \$661.69/mowing x 5 mowings, \$278.58/litter pickup x 5 pickups (current bids)
- (5) = \$87.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (6) = \$83.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (7) = \$86.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (8) = \$95.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (9) = \$97.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (10) = \$99.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (11) = \$155.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
- (12) = \$175.00/curb mile x 12.96 miles x 3 sweepings, \$674.93/mowing x 5 mowings, \$378.86/litter pickup x 5 pickups (current bids)
- (13) = \$175.00/curb mile x 12.96 miles x 3 sweepings, \$701.93/mowing x 5 mowings, \$390.01/litter pickup x 5 pickups (current bids)
- (14) = \$183.75/curb mile x 12.96 miles x 3 sweepings, \$722.99/mowing x 5 mowings, \$401.71/litter pickup x 5 pickups (current bids)
- (15) = \$192.50/curb mile x 12.96 miles x 3 sweepings, \$744.68/mowing x 5 mowings, \$413.76/litter pickup x 5 pickups (current bids)

February 20, 2025

Melissa R. Marsh  
City Manager  
City of Madison Heights  
300 West Thirteen Mile Road  
Madison Heights MI 48071

RE: 2025 Summer Maintenance Agreement  
Sweeping, Mowing and Litter Pickup

Dear Ms. Marsh:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Madison Heights for mowing, sweeping and litter pickup on certain road in the City of Madison Heights (see Exhibit A). The frequency of the sweeping activity for this year remains at 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2025, and invoice for the remaining 35% upon completion of the last maintenance activity.

If the agreement is satisfactory, please attach certified copies of the resolution of approval by your City Council and return the two signed copies to this office for approval by the Board of Road Commissioners. One fully signed copy will be returned to you.

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done in connection with past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

  
Darryl M. Heid, P.E.  
Director of Highway Maintenance

DMH/lis  
attachment



QUALITY LIFE THROUGH GOOD ROADS:  
ROAD COMMISSION FOR OAKLAND COUNTY  
"WE CARE."

**Board of Road Commissioners**

*Ronald J. Fowkes*  
Commissioner

*Andrea LaLonde*  
Commissioner

*Nancy Quarles*  
Commissioner

*Dennis G. Kolar, P.E.*  
Managing Director

*Gary Piotrowicz, P.E., P.T.O.E.*  
Deputy Managing Director  
County Highway Engineer

Highway Maintenance  
Department

2420 Pontiac Lake Road  
Waterford, MI 48328

248-858-4881

FAX  
248-858-7607

[www.rcocweb.org](http://www.rcocweb.org)

2025 SUMMER MAINTENANCE AGREEMENT  
CITY OF MADISON HEIGHTS

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the “Board and as the “Road Commission for Oakland County”) and the **City of Madison Heights**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. “Summer Maintenance,” herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board’s minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$13,276.60**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

- 65% on September 15, 2025
- 35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board’s entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and



the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker’s compensation, employer’s liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board’s liability for any and all claims arising out of the City’s performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual’s ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.



Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party. It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2025, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2025, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of \_\_\_\_\_, and by the City by authority of a resolution of its governing body, adopted \_\_\_\_\_, (copy attached as Exhibit D).

Witnesses:

**CITY OF MADISON HEIGHTS**  
A Municipal Corporation

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF OAKLAND,**  
A Public Body Corporate

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**EXHIBIT A**

2025 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

	<u>Sweeping</u>
Twelve Mile Road, from Campbell Road to Dequindre Road.	4.46 Miles
Fourteen Mile Road, from Campbell Road to Dequindre Road.	5.10 Miles
John R, from Fourteen Mile Road to the Red Run County Drain.	<u>3.4 Miles</u>
Total	12.96 Miles
Sweeping: 12.96 Curb Miles x \$192.50/Curb Mile = \$2,494.80 x 3 Sweepings = (both directions, including median)	\$ 7,484.40
Mowing: 5 mowings @ \$744.68 per mowing =	\$ 3,723.40
Litter Pick up: 5 litter pick-ups @ \$413.76 per pickup =	\$ <u>2,068.80</u>
<b>Total Contract</b>	<b>\$ 13,276.60</b>

2025 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times (once between April 15<sup>th</sup> and May 15<sup>th</sup>; once between July 15<sup>th</sup> and August 15<sup>th</sup> and once between September 15<sup>th</sup> and October 15<sup>th</sup>).
2. Cut weeds and sweep all islands located along all roads listed in Exhibit A, where applicable.
3. Pick up litter, mow grass and cut weeds within the right-of-way along all roads listed in Exhibit A, with the exception of the north side of Fourteen Mile Road. This includes mowing and cutting to 30 feet back from the curb, the State right-of-way located along Twelve Mile Road and the south side of Fourteen Mile Road at I-75.
4. The City may at its own expense sweep, cut weeds and pick up litter more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

2025 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland (“Board”), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter’s endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board a notice of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker’s compensation and employer’s liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not “endeavor to”) prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. Workmen’s Compensation Insurance: The insurance shall provide protection for the City’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.
- b. Bodily Injury and Property Damage Other than Automobile: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability	Or: Single Limit: Bodily injury
-------------------------	---------------------------------

Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
---	---

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability)  
 The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance. This requirement for Owner's Protective Public Liability is waived, if the City provides a certificate of coverage designating the Road Commission for Oakland County and the maintenance agreement as included in the scope of liability coverage for general liability, automobile, law enforcement, and public officials liability issued by the Michigan Municipal Risk Management Authority in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs, with not aggregate limit.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to Contract, and shall also report claims investigations made, and disposition of claims to the County High Engineer. Item 3.

See provisions of the maintenance agreement to which this Exhibit C is attached.

City Council Regular Meeting  
Madison Heights, Michigan  
February 24, 2025

A City Council Regular Meeting was held on Monday, February 24, 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

The invocation was given by Mayor Grafstein and the Pledge of Allegiance followed.

**MEETING OPEN TO THE PUBLIC:**

There were no members of the public wishing to speak.

**CM-25-20. Consent Agenda.**

Motion to approve the Consent Agenda with the removal of Agenda Item No. 4, *Resolution Supporting the Preservation of the Federal Tax Exemption of Municipal Bonds.*

Motion made by Councilman Mier, 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-25-21. Board and Commission Appointments - Council Appointments.**

Motion to approve the Council Appointments to City boards and commissions with the term ending dates specified, as follows:

ARTS BOARD:

Expires:

		<u>Term Type:</u>	<u>Term</u>
REGINA	JUSKA-SVOBA	Member	8/31/2027
SUSANNA	KING	Member	8/31/2027
BRIAN	DAVIS	Member	8/31/2026
KEATON	SOTO-OLSON	Member	8/31/2025
TIMOTHY	WALKER	Alternate	8/31/2026
SANDIE	YOUNG	Alternate	8/31/2027
VEDA	WRONA	Alternate	8/31/2027

ENVIRONMENTAL

CITIZENS

COMMITTEE:

Expires:

		<u>Term Type:</u>	<u>Term</u>
NICOLE	FOX	Member	2/28/2028
KRISTEN	LAGOS	Member	2/28/2028

HISTORICAL

COMMISSION:

Expires:

		<u>Term Type:</u>	<u>Term</u>
MARTHA	KEHOE	Member	2/28/2028
JUSTIN	SUAREZ	Member	2/28/2028
KATE	KAPAS	Member	2/28/2028

HUMAN RELATIONS

& EQUITY

COMMISSION:

Expires:

		<u>Term Type:</u>	<u>Term</u>
ELEANOR	YOON	Member	8/31/2026
ASHLEY	STRUNK	Member	8/31/2026
TANNER	LANGDON	Member	8/31/2025
KATE	KAPAS	Member	8/31/2025

INFORMATION

TECHNOLOGY

ADVISORY

COMMITTEE:

Expires:

		<u>Term Type:</u>	<u>Term</u>
CHRIS	KOGELMAN	Member	2/28/2028
DALE	GARDNER	Member	2/28/2028
ROBERT	DIDUR	Alternate	2/28/2028
ANTHONY	MAURICE	Alternate	2/28/2028



TAX BOARD OF REVIEW:  
Expires:

		<u>Term Type:</u>	<u>Term</u>
MARIE	BESSLER	Member	2/28/2027
BARBARA	KASTLE	Member	2/28/2027
MARILYN	MAYLE	Member	2/28/2027
SUZANNE	PATTON	Member	2/28/2027
ELIZABETH	SHIELDS	Member	2/28/2027

ZONING BOARD OF APPEALS:  
Expires:

		<u>Term Type:</u>	<u>Term</u>
CLIFF	OGLESBY	Member	2/28/2028
DEL	LORANGER	Member	2/28/2028
GLORIA	THOMPSON	Alternate	2/28/2028

Motion made by Councilman Mier, 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-25-22. Board and Commission Appointments - Mayor's Appointments.**

Motion to concur with the Mayor's recommendations and approve the appointments to the City boards and commissions with the term ending dates as specified, as follows:

DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY:

		<u>Term Type:</u>	<u>Term Expiration:</u>
GIUSEPPE	MARANDO	Regular	2/28/2029
LENEA	RENSHAW	Regular	2/28/2029

PARKS & RECREATION ADVISORY BOARD:

		<u>Term Type:</u>	<u>Term Expiration:</u>
REGINA	JUSKA-SVOBA	Regular	2/28/2027
KRISTEN	LAGOS	Regular	2/28/2027
ASHLEY	STRUNK	Regular	2/28/2027

Motion made by Councilman Mier, 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-25-23. Planning Commission - 2024 Annual Report.**

Motion to receive and file the Planning Commission's 2024 Annual Report.

Motion made by Councilman Mier, 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-25-24. City Council Regular Meeting Minutes of February 10, 2025.**

Motion to approve the City Council Regular Meeting minutes of February 10, 2025,  
as printed.

Motion made by Councilman Mier, 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-25-25. Resolution Supporting the Preservation of the Federal Tax  
Exemption of Municipal Bonds.**

Motion to approve the Resolution Supporting the Preservation of the Federal Tax  
Exemption of Municipal Bonds, as follows:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON  
HEIGHTS, MICHIGAN DECLARING SUPPORT FOR THE PRESERVATION  
OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.**

WHEREAS, the tax-exempt municipal bond market is a widely used source of  
capital for states, local governments, tribes, territories, and non-profit borrowers that  
finances a tremendous share of the nation’s public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public  
infrastructure in the United States and use tax-exempt bonds to do so, with the federal  
government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s  
and incorporated into the modern tax code in 1913, has been crucial for state and  
local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11,  
meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings  
thereby demonstrating the efficiency and effectiveness of this exemption in  
facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, The Madison Heights City Council finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

NOW, THEREFORE, BE IT RESOLVED that the Madison Heights City Council hereby encourages the Michigan Congressional Delegation to assist the City of Madison Heights, Michigan by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be furnished to all members of the Michigan Congressional Delegation.

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

Abstain: Councilor Wright

Motion carried 6-0-1.

Without objection, Mayor Grafstein moved Agenda Item #9, *Ordinance 2202 – Rezoning PRZN 24-02*, to the next item to be considered.

**CM-25-26. Ordinance 2202 - Rezoning PRZN 24-02 - 1357 W. 14 Mile Road [R-2 to B2], Second Reading.**

Motion to adopt Ordinance # 2202 (PRZN 24-02) on second reading, as follows:

**ORDINANCE NO. 2202**

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2198, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW ZONING ORDINANCE FOR THE CITY OF MADISON HEIGHTS, BY AMENDING THE ZONING MAP CONTAINED WITHIN APPENDIX A.

THE CITY OF MADISON HEIGHTS ORDAINS:

SECTION 1. That the Zoning Map in connection with the Zoning Ordinance of the City of Madison Heights shall be amended so that the zoning on the following described property, to-wit:

T1N, R11E, SEC 2, PART OF NW 1/4 BEG AT PT DIST S 87-55-00 E

752.80 FT FROM NW SEC COR, TH S 87-55-00 E 218.80 FT, TH S 02-38-00 W 463.00 FT, TH N 87-55-00 W 218.80 FT, TH N 02-38-00 E 463.00 FT TO BEG. 2.33 A

*PIN 44-25-02-101-056. 1357 W. 14 MILE ROAD*

Shall be changed from R-2, ONE-FAMILY RESIDENTIAL, to B-2, COMMUNITY BUSINESS

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. This ordinance shall take effect ten (10) days after its adoption and upon publication.

Motion made by Mayor Pro Tem Bliss, 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-25-27. Board and Commission Workplans.**

Motion to approve the Board and Commission Workplans for the Arts Board, Crime Commission, Human Relations and Equity Commission and the Library Advisory Board, as submitted.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

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

Motion carried.

Mayor Grafstein asked the Council liaisons to summarize and highlight their board’s workplans.

Arts Board

Mayor Pro Tem Bliss reviewed the Arts Board workplan noting the plan includes focusing on increasing visual arts, cultural community involvement, and performance art. New events include summer concerts, and there will be a second annual gala with a Broadway theme.

Other ideas discussed included holding an Art Fair combined with another City event as well as combining other City events in the future.

### Crime Commission

Councilman Fleming noted that the Crime Commission workplan includes a crime prevention campaign, participating in the police bike rodeo, and a police canine demonstration.

With the emergence of AI scams, it was suggested that a future crime prevention event could include this topic. It was also suggested that canine demonstration be held at the same location as Revin in the Heights or Trail Tunes.

### Historical Commission

Mayor Pro Tem Bliss stated that in conjunction with the City's 70th Anniversary the goal is to increase visits to the Heritage Rooms so the public can learn about the City's history and the moments that made us campaign. There will be four open houses including on March 8<sup>th</sup>, where the special guests will be members of the Huffman family. There will be scrapbooks from his personal collection and we will be highlighting the transformation from the Frank Lloyd Right subdivision into the Meijers development. At the end of the year, the Commission will be holding a big sock hop. The other two categories on the workplan are the Naming Madison Heights, which recognizes founders and leaders of the city and digitizing the city with the goal of saving and preserving the city's history.

### Library Advisory Board

Councilman Soltis highlighted the Library Advisory Board workplan noting their two goals are to complete a Library policy review and rewrite as well as expand tween events for grades 5 through 8.

Council suggestions included the expansion of programs for those with disabilities and highlighting the library's hidden gem, the maker's space, to help promote what can be done there.

### Human Relations and Equity Commission

Councilor Wright reviewed the HREC's workplan noting the focus will be on the following: Revin in the Heights event which will be partnered with Fire Station open house and the Library Advisory Board; the ADA Pride event, where the goal is to be inclusive and to make sure everyone feels heard; addressing food insecurity by recognizing that some of our residents are struggling; celebrating cultural by partnering with the Asian Lantern festival to come together around culture and food; and holding a book club to give folks the opportunity to have access to books they may not have access to and come together to discuss.

Council suggestions included starting the process of reviewing some City policies to make sure they are inclusive; scheduling a mobile Secretary of State office in conjunction with Revin in the Heights event, working with the Mexican Consulate to help people make sure they have necessary forms completed properly, and potentially reviewing the recreation program brochure.

Other suggestions included a vehicle to notify board members of events and create a pool of volunteers from the board and commission membership.

**CM-25-28. 2025 Watermain Pipe and Parts.**

Motion to award the bid for the 2025 water main replacement pipe and parts to the lowest responsible bidder who bid on all items listed, Core & Main, of Shelby Township, Michigan, for the unit prices specified and extend this bid to the upcoming proposed stand-alone water main projects at the unit prices identified, subject to FY 2025-26 Budget approval.

Motion made by Councilor Wright, Seconded by Councilman Mier.

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

Motion carried.

**COUNCIL COMMENTS:**

Councilman Mier stated that he agrees with the idea of collaboration between the boards. He commented that the Active Adult Center had a session on cyber security that was well attended and noted that there is a need for more information to get out. He attended a sleep class at the AAC that was very informative, and he is looking forward to the Arts Gala on May 16<sup>th</sup>. On March 8<sup>th</sup> the Historical Commission will be hosting the Heritage Room event with the Huffman's, please attend.

Mayor Pro Tem Bliss thanked the Council for their collaboration on the activities of the boards and helping to look at what is possible. This discussion helps our residents understand what our boards are doing. One of the things he appreciates is that the Arts Board has continually had new participants, and it keeps building. The Arts Gala will be a Broadway Dance Party, tickets are for sale on the Arts Board Facebook page and tickets are \$60; the cost goes up on the day of the event so secure your tickets now. He stated that he also hopes to see everyone at the March 8<sup>th</sup> Historical Commission event.

Councilor Wright stated that he would love to see more collaboration, especially with the Arts and Pride event. Happy Black History month – it is significant to recognize the contributions of black Americans and others because sometimes it is suppressed. It is important to try to continue to learn; all our experiences are different. He noted that there are people out there struggling. If you are struggling, reach out to the Oakland Community Health Network at 248-464-6363. Please check in on yourself, your friends and your neighbors; He highlighted the work and service of Tony Austin and acknowledged his contributions noting he is a retired military captain who served our city and nation well and made his own black history.

Assistant 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 acknowledged Black History Month and congratulated Councilor Wright for being awarded The Marcus Gray Leadership in Public Service Award which recognizes elected officials who exemplify integrity, dedication and visioning leadership that make a lasting impact. She highlighted the following events: on April 26<sup>th</sup> the ECC is participating

in an Arbor Day Celebration along with the City's 5K; May 16<sup>th</sup> is the Art Gala; May 25<sup>th</sup> is the Native Plant Sale; May 31st is Asian Lantern Festival; June 27<sup>th</sup> is the Bike Rodeo; June 14<sup>th</sup> is Juneteenth; June 21<sup>st</sup> Pride Picnic; June 28<sup>th</sup> is Festival in the Park; in July there will be the Disability and Pride event; September 6<sup>th</sup> is Trail Tunes; and September 13<sup>th</sup> Revin in the Heights. There is so much happening in the city, and she expressed thanks to staff and all the members of the board and commissions that invest their time in the city, making it a great place to live, work, and raise your children. If you want to participate in any of these events, please reach out to any of us.

Councilman Fleming shared the sad news that Ann Brunk, a charter member of the Women's Club and who served in Navy, has passed away. He expressed his condolences to the family. He noted that the Historical Commission has voted to host an event related to the migration of the Asian community to Madison Heights, there will be more details to follow. He expressed his gratitude to the family of Lloyd Ferguson for wanting to give the city some of his artifacts from his time serving the community. There is a Special Election coming up for Lamphere School District on May 6<sup>th</sup>. He reminded the community that on March 1<sup>st</sup>, a large project will begin on I-696 which will greatly affect our community.

Councilman Soltis had no comments this evening.

Mayor Grafstein commented that last year we lost two of our former first lady's Betty Huffman and Elaine Swanson and noted that preserving our history is important. She stated that this is the forum to have a policy discussion, and it was a good conversation. To Councilor Wright's point, we all have different experiences, and she stated that currently there is a lot of insensitivity in people's speech and actions that is so ingrained that some may not even realize they are being insensitive. She stated that she nominated Tony Austin for Oakland County's Excellence Awards noting that he exemplifies leadership and dedication to education and community engagement. Elected to the Lamphere school board in 2016, Tony is a past president and continues to advocate for student success through roles on the City/School Liaison, Michigan Association of School Boards Legislative Relations, and Oakland County School Boards Association (OCSBA) Legislative Relations Committees. In 2023, he was elected to the OCSBA Board of Directors. A proud Veteran, Tony is a retired U.S. Army Company Commander. He holds a certification in Digital Media from Specs Howard School of Media Arts and as president of 1 Vision Media Group, he actively supports local businesses through his involvement with the Madison Heights Hazel Park Chamber. Additionally, Tony has played a vital role in the Madison Heights Citizens United Juneteenth celebrations since their inception in 2021, reflecting his commitment to fostering community connections and cultural awareness. The next Council Meeting is March 10<sup>th</sup>.

#### **ADJOURNMENT:**

Having no further business, Mayor Grafstein adjourned the meeting at 8:57 p.m.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 3/10

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

**AGENDA ITEM CONTENT:** Director of Public Services - RCOC John R Project Cost-Share

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:** -

**FUNDS REQUESTED:** \$190,000

**FUND:** 202-450-988-0446

**EXECUTIVE SUMMARY:**

RCOC is reconstructing their portion of John R. Road in Madison Heights, from Dartmouth Street to 14 Mile Road. This work is anticipated to start in early May, 2025. Funding for this project is split between federal and local sources, with the City of Madison Heights responsible for a certain portion of the local share. Through use of the Tri-Party funding program, this amount is \$190,000

**RECOMMENDATION:**

Staff recommends that Council adopt two motions:

- To approve a Budget Amendment in the amount of \$190,000 to account 202-450-988-0446
- To approve the Cost Participation Agreement between the City of Madison Heights and RCOC, and authorize the Mayor to sign on the City's behalf.



**MEMORANDUM**

**DATE:** March 5, 2025  
**TO:** Melissa R. Marsh, City Manager  
**FROM:** Sean P. Ballantine, Director of Public Services  
**SUBJECT:** Cost Participation Agreement – RCOC John R Project

---

Presented for Council consideration is a cost participation agreement between the City of Madison Heights, and the Road Commission for Oakland County (RCOC).

RCOC is reconstructing their portion of John R. Road in Madison Heights, from Dartmouth Street to 14 Mile Road. This work is anticipated to start in early May, 2025. Funding for this project is split between federal and local sources, with the City of Madison Heights responsible for a certain portion of the local share.

The local share of this project which the City is responsible for is \$570,000, which is further split by use of the Tri-Party program, in which a local share of a qualifying County road project is split three ways between the City, Oakland County, and RCOC. This reduces the City’s share of the RCOC John R project to \$190,000. Although an estimated amount is currently programmed into next year’s budget, the terms of the agreement request payment upon its execution, which will happen this fiscal year.

Staff therefore recommends that Council adopt two motions:

- To approve a Budget Amendment in the amount of \$190,000 to account 202-450-988-0446
- To approve the Cost Participation Agreement between the City of Madison Heights and RCOC, and authorize the Mayor to sign on the City’s behalf.

---

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

**COST PARTICIPATION AGREEMENT**

John R Road  
Dartmouth Street to 14 Mile Road  
City of Madison Heights  
Board Project No. 56951

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Madison Heights, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of John R Road from Dartmouth Street to 14 Mile Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$5,475,250; and

WHEREAS, the BOARD has entered into an agreement with MDOT in Contract No. 25-5029 for resurfacing under the Federal STP funding up to, and shall not exceed, the amount of \$4,363,400; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL SHARE; and

WHEREAS, the COMMUNITY’S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$570,000, which shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL SHARE and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include construction engineering and total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total LOCAL SHARE is \$1,111,850 and shall be invoiced in the following order:
  - a. The COMMUNITY shall contribute Tri-Party Program funding in the amount of \$190,000.  
  
If these funds are not available, the COMMUNITY shall be responsible for the \$570,000 share.
  - b. The BOARD shall contribute \$731,850 which includes the LOCAL SHARE of \$541,850 and Tri-Party funds in the amount of \$190,000.
  - c. Any LOCAL SHARE costs above \$1,111,850 will be funded 100% by the BOARD.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$190,000 (being 100% of the COMMUNITY'S Tri-Party contribution).

5. Upon execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$190,000 (being 100% of the COUNTY'S Tri-Party contribution).

a. The invoice shall be sent to:

Manager of Fiscal Services  
Oakland County Fiscal Services  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

6. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

City of Madison Heights

By \_\_\_\_\_

Its \_\_\_\_\_

# EXHIBIT A

## TRI-PARTY PROGRAM

John R Road

Dartmouth Street to 14 Mile Road

City of Madison Heights

Board Project No. 56951

Milling, resurfacing and traffic signal work.

### ESTIMATED PROJECT COST

Contractor Payments: \$ 5,475,250

Less Federal Surface Transportation Funds: \$ (4,363,400)

Total Estimated Local Share: **\$ 1,111,850**

### COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
TRI-PARTY PROGRAM	\$190,000	\$190,000	\$190,000	\$570,000
Contribution	\$0	\$0	\$541,850	\$541,850
<b>TOTAL LOCAL SHARES</b>	<b>\$190,000</b>	<b>\$190,000</b>	<b>\$731,850</b>	<b>\$1,111,850</b>