



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
SEPTEMBER 26, 2023 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILMAN FLEMING

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.](#) Director of Public Services - Replacement of Patrol Car 106
- [3.](#) Director of Public Services - Resolution for Designation of Street Administrator
- [4.](#) Director of Public Services - 2023-24 RCOC Winter Maintenance Contract
- [5.](#) City Council Regular Meeting Minutes of September 11, 2023

COMMUNICATIONS:

REPORTS:

- [6.](#) City Clerk - Agreement for Elections Services between Oakland County, Madison Heights and Royal Oak for Early Voting
- [7.](#) Recycling Cart Grant Agreement with EGLE & The Recycling Partnership

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [8.](#) Director of Public Services - Dequindre Streetlighting

ORDINANCES:

- [9.](#) Ordinance 2196 Medical Marihuana Facilities Amendment
- [10.](#) Ordinance 2197 Marihuana Licensing Amendment

UNFINISHED BUSINESS:

MINUTES:

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 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: September 21, 2023
TO: City Council
FROM: Melissa R. Marsh, City Manager
SUBJECT: Agenda Comments for the Regular Council Meeting of Tuesday, September 26, 2023

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Tuesday, September 26, 2023.

REPORTS:

AGREEMENT FOR ELECTION SERVICES – EARLY VOTING SITE

With the passage of Proposal 22-2, early voting is now a requirement in the State Constitution. Oakland County is taking the lead in most of the facilitation of the early voting sites in the county, along with purchasing any necessary equipment and training of election workers. The local communities are responsible for the cost of staffing and public notifications, along with the joint administration of the early voting site when it opens. There are financial incentives to communities for signing a joint agreement, including the County picking up the cost of equipment through a State grant accessible to county governments. This level of funding is not available to communities that have a stand-alone early voting site.

The cities of Madison Heights and Royal Oak have been partnered for an early voting site. The early voting site will be the Royal Oak Senior/Community Center at 3500 Marais Avenue (north of 13 Mile Road, east of Crooks). Both Royal Oak and Madison Heights City Clerks, City administrators, and Oakland County preliminarily agreed upon this location. This location is convenient to both communities' residents, has adequate parking, is handicap accessible, has proper data infrastructure, is available as a dedicated location, and allows each city to share the load when administering early voting for each election. In addition, another early voting site will be offered to all participating communities' voters at the Waterford Oaks Activity Center, which Oakland County is overseeing.

Early voting will be for nine days, beginning the second Saturday prior to each election. The hours will be 8:30 a.m. to 4:30 p.m. every day except on Thursdays when the hours will be Noon to 8:00 p.m.

Due to the upcoming election and Oakland County's desire to hold early voting this October, staff and I recommend that the City Council approve the Election Services agreement between Oakland County, Madison Heights, and Royal Oak. The City Attorney has reviewed and approved the contract language.

BID AWARDS/PURCHASE:

DEQUINDRE STREETLIGHTING

In the 2018 Goal Plan, City Goal E - identified ways to improve pedestrian safety on Dequindre Road, particularly the residential corridor between 11 and 13 Mile Roads. This goal was prompted by several pedestrian safety incidents, and at 45 miles per hour north of 11 Mile, Dequindre has the highest posted speed limit of the City’s surface streets, making it a priority for safety management and improvements.

Through this process, it was also recognized that this section of Dequindre has no streetlights on the Madison Heights side, except for one or two that were added over the years between 11 and 12 Mile. Adequate street lighting is a primary driver of both vehicular and pedestrian safety in a high-density suburban environment. Upon recognizing the significant savings that the LED conversion had afforded the City, the addition of streetlights on Dequindre Road was included in the Capital Improvement Plan and funded in the 2024 Budget.

Staff reached out to DTE Community Lighting and were provided three cost options: decorative “teardrop” fixtures on decorative poles, standard “cobra” fixtures on a steel pole with a concrete foundation, and a direct-bury fiberglass pole with a standard roadway luminaire. This third option was the most cost-effective and satisfied two primary requirements: it is traffic-safe, providing the necessary breakaway if hit by a car, and it is a standard stock option for DTE, meaning they provide replacement and reinstallation at no additional cost in the event of an accident. The plan was developed to provide 53 evenly spaced streetlights on Dequindre Road between 11 and 13 Mile.

Staff recommends that the Council adopt the following motions:

- To approve a Budget Amendment in the amount of \$12,397 to account 202-474-987-0000. This would require a vote of super-majority (5 out of 7)
- To approve the installation of streetlighting on Dequindre Road at a cost of \$232,397 as presented, and authorize the City Manager to request and execute an Agreement for Municipal Street Lighting through DTE.

RECYCLING CART GRANT AGREEMENTS – EGLE and RECYCLING PARTNERSHIP

As part of the 2023-24 Strategic Plan, the City Council approved – directing staff to work on a recycling grant to provide residents with a universal rollout of recycling carts. This item was not included in the 2023-24 budget as it was only to be completed if the grant was awarded.

After the strategic planning meeting, Staff began researching funding opportunities to purchase Recycling Carts. Staff found two funding opportunities: one from the Recycling Partnership, which is a non-profit that offers technical assistance to communities that implement recycling programs, and the other funding opportunity from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Materials Management. On August 30, 2023, Staff were notified that we were awarded \$403,200 to purchase recycling carts. The grant comes with two stipulations: 1. that the

City offers a 20% match for the grant and 2. that we do a universal rollout of Trash Carts. In addition to this EGLE grant, the Recycling Partnership Awarded the city \$105,600. These funds will cover the 20% match as well as some costs to print the infographic sheet, which will be attached to each cart informing residents of recycling best practices. The City would be responsible for purchasing the Trash Carts and paying for the Assembly and Distribution of both Trash and Recycling Carts at an estimated cost of \$540,000.

Should the council not want to allocate \$540,000 in the FY 2025 Budget, we will have to decline the grant awards at this time. This project will cost \$1,036,800, \$509,200 will be grant-funded, and \$540,000 will come from the City's General Fund.

Pending council approval and availability of carts, we plan to roll out this program in the Summer of 2024. Before this roll-out, Staff will develop an opt-out program for residents who have already purchased trash and recycling carts.

Therefore, staff and I recommend that the Council accept both grant awards of \$403,200.00 from Michigan EGLE and \$105,600 from the Recycling Partnership and allow the City Manager to sign the grant agreement on behalf of the city. Staff also recommends that the council allocate \$540,000 to be added to the FY 2025 Budget to cover the costs of Trash Carts and Assembly and Delivery of 19,200 Carts to 9,600 Households.

ORDINANCE NO. 2196 MEDICAL MARIHUANA FACILITIES AMENDMENT

In accordance with the Council's motion to approve the recommendation of MMRMA special counsel regarding the resolution of litigation in the matters of Artic Fox LLC vs City of Madison Heights and 305 N. Euclid LLC vs. City of Madison Heights, two ordinance amendments are required. If Council approves the first reading, the second reading will be scheduled for the October 23, 2023 meeting.

Ordinance 2196 amends Article XVI MEDICAL MARIHUANA FACILITIES Section 7-305(d) License Requirements to adjust the number of medical marihuana facility licenses for Grower – Class C, Processor and Provisioning Center from three (3) to five (5). The revision also clarifies that if a license is vacated or revoked, the City is not required to re-issue such license to an alternate party. It would be at the Council's discretion to leave that license open indefinitely or seek applicants for it.

Revisions to the Green Zone Map regarding the allowable locations for marihuana licensees within the City are planned to be addressed after the Second Reading of the ordinance amendments via a separate authorizing resolution.

ORDINANCE NO. 2197 MARIHUANA LICENSING AMENDMENT

In accordance with the Council’s motion to approve the recommendation of MMRMA special counsel regarding the resolution of litigation in the matters of Artic Fox LLC vs City of Madison Heights and 305 N. Euclid LLC vs. City of Madison Heights, two ordinance amendments are required. If Council approves the first reading, the second reading will be scheduled for the October 23, 2023 meeting.

Ordinance 2197 revises Article XVII MARIHUANA ESTABLISHMENTS Section 7-405(e) License Requirements to adjust the number of adult-use recreational marihuana establishment licenses for Processor and Retailer from three (3) to five (5). Additionally, Class C Grow licenses would be modified from fifteen (15) to twenty-five (25). The previously mentioned clarification language related to the vacating or revoking of licenses is also included for Marihuana establishment licenses in this amendment



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/26

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

AGENDA ITEM CONTENT: Director of Public Services - Replacement of Patrol Car 106

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$123,000

FUNDS REQUESTED: \$43,707

FUND: 101-301-985-0000

EXECUTIVE SUMMARY:

Patrol Car 106, a 2021 Dodge Durango, was involved in a front-end collision on July 2, 2023. After inspection and appraisal, the vehicle was declared a total loss on July 17 by our insurance company, and assessed a payout value of \$28,700 after salvage. Glenn Butterworth, our government fleet salesman through Galeana's Van Dyke Dodge has informed us that a replacement unit is available for purchase.

RECOMMENDATION:

As funding is already appropriated in the current Budget, and considering the continuing uncertainty in the vehicle production market, Staff recommends that Council approve the purchase of one Dodge Durango Pursuit, from Galeana's Van Dyke Dodge, of Warren, Michigan, in the total amount of \$43,707 under the Oakland County cooperative purchasing bid.

MEMORANDUM

DATE: September 12, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
Dan Yamarino, Motor Pool Supervisor
SUBJECT: Replacement of Patrol Car 106

Patrol Car 106, a 2021 Dodge Durango, was involved in a front-end collision on July 2, 2023. After inspection and appraisal, the vehicle was declared a total loss on July 17 by our insurance company, and assessed a payout value of \$28,700 after salvage. Due to the low salvage price offered, and the good condition of several drivetrain components which are fully compatible with the rest of the patrol fleet, Motor Pool Supervisor Yamarino elected to keep the vehicle for replacement parts, to maximize its remaining value for the City, and allow a buffer against the ongoing supply chain issues.

Glenn Butterworth, our government fleet salesman through Galeana’s Van Dyke Dodge recently received a shipment of Durango Pursuit vehicles, and reached out to the local municipalities to see if there was interest. Although the advance purchase of four vehicles in the prior fiscal year has allowed us the flexibility to put a new patrol 106 back into service, these vehicles are already earmarked for other scheduled replacements, making us short one vehicle.

As funding is already appropriated in the current Budget, and considering the continuing uncertainty in the vehicle production market, Staff recommends that Council approve the purchase of one Dodge Durango Pursuit, from Galeana’s Van Dyke Dodge, of Warren, Michigan, in the total amount of \$43,707 under the Oakland County cooperative purchasing bid.

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

**City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet**

Disposition: Totalled - Kept for Parts

Item 2.

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation: 9/11/2023 Vehicle Type: B
 Vehicle #: 106 Type A = Sedans / Light Trucks ≤ 1 Ton
 Department / Division: PD-Patrol Type B = Medium / Heavy Duty > 1 Ton
 Year / Make / Model: 2021 Dodge Durango Pursuit Type C = Off Road Equipment

Age: One point for each year of chronological age beginning with in-service date

In Service Date: 5/21/2021 Age in Months: 27
 Age in Years (rounded): 2 **Score:** 2

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage: 28,740
 Actual Hours: (N/A) **Score:** 6

Service Type:

Type A		Type C	
Points	Description	Points	Description
1	Standard sedans and light pickups.	1	Standard duties as equipped.
2	Standard vehicles with occasional off-road usage.	2	Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs).
3	Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage.	3	Multiple duties based on seasons (snow, mowing, leaf).
4	Any vehicle involved in snow removal.	4	Extreme duties in harmful atmosphere (dust, salt, water).
5	Police, Fire, and Rescue service vehicles.	5	Heavy construction work including snow removal.

Type B	
Points	Description
1	Standard use including basic job site duties, some light duty hauling.
2	Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing.
3	Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection.
4	Above standard use including job site idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal.
5	Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck).

Score: 5

Reliability: *Note: Based on current conditions. Preventative Maintenance work is not included.*

Points	Description
1	In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls.
2	In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months.
3	In shop more than twice within the last month, and no major breakdowns or road calls.
4	In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month.
5	In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month.

Number of times in shop within the last month: 0
 Number of times in shop within the last 3 months: 1
 Any Road Calls or Breakdowns (Y or N): Y
 Road Calls / Breakdowns within the last month: 0
 Road Calls / Breakdowns within the last 3 months: 1
 In shop more than twice monthly within the last 3 months (Y or N): N

Score: 2

Maintenance & Replacement Costs:

Points	Description
1	Maintenance costs are less than or equal to 20% of replacement cost.
2	Maintenance costs are 21-40% of replacement cost.
3	Maintenance costs are 41-60% of replacement cost.
4	Maintenance costs are 61-80% of replacement cost.
5	Maintenance costs are greater than or equal to 81% of replacement cost.

Total Maintenance Cost : \$3,801 as of 9/11/2023
 Estimated Purchase Price - New Veh. : \$45,000 as of 9/11/2023
 Est. Resale Value of Car to be sold : \$28,700 as of 9/11/2023
 Estimated Net Replacement Cost : \$16,300 as of 9/11/2023
 Maintenance Cost as % of Replacement Cost: 23.3% as of 9/11/2023

Score: 2

Condition:

Type A	
Points	Description
1	No visual damage or rust and a good drive train
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train.
4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad.
5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Type B	
Points	Description
1	No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train.
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification.
3	Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment.
4	Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad.
5	Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments.

Type C			
Points	Description		
1	Good condition, fully functional.	Number of Notable Accidents: <u>1</u>	(list number)
2	Fair body, functional.	Paint / Body: <u>Totalled</u>	comment
3	Minor body damage, weak operating system.	Interior: <u>Totalled</u>	comment
4	Severe damage, component not functional.	Drive Train: <u>Totalled</u>	comment
5	Extreme damage, inoperable.	General Condition: <u>5</u>	

Score: 6

Overall: Total Score: 23

0 - 17	Excellent	Do not replace.
18 - 22	Good	Re-evaluate for future budget(s).
23 - 27	Fair	Qualifies for replacement if budget allows.
28+	Poor	Needs priority replacement.

Prepared By: Sean P. Ballantine Date: 9/11/2023

#3700 Item 2.

GALEANA'S VAN DYKE DODGE
 28400 VAN DYKE AVENUE
 WARREN, MI 480937133

Priced Order Confirmation (POC)

Date Printed: 2023-08-29 9:27 AM **VIN:** 1C4SDJFT1PC818201 **Quantity:** 01
Estimated Ship Date: 2023-05-31 1:59 AM **VON:** 57534283 **Status:** KZ - Released by plant and invoiced
Date Ordered: 2022-11-02 11:13 AM **Ordered By:** S66657A **FAN 1:** 000QG City of Madison Heights, Michi
FAN 2:
Client Code:
Bid Number: TB3071
PO Number:

Sold to:
 GALEANA'S VAN DYKE DODGE (57081)
 28400 VAN DYKE AVENUE
 WARREN, MI 480937133

Ship to:
 GALEANA'S VAN DYKE DODGE (57081)
 28400 VAN DYKE AVENUE
 WARREN, MI 480937133

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	135
	-X9	Black	0
Options:	CW6	Deactivate Rear Doors/Windows	85
	GXA	Entire Fleet Alike Key (FREQ 2)	160
	LNA	Black Right LED Spot Lamp	580
	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	ADL	Skld Plate Group	330
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RB	April Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3071	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,595

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Item 2.

Total Price: 47,905.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 01

2023 DODGE DURANGO PURSUIT AWD

Instructions: \$43,707.00 TITLE INC

GLENN BUTTERWORTH, FLEET MGR. 

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle Invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/26/23

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

AGENDA ITEM CONTENT: Director of Public Services - Resolution for Designation of Street Administrator

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Public Act 51 requires the local governing body to designate a single administrator to be responsible for and represent the municipality in transactions with the State Transportation Department pursuant to the Act. This position has historically been filled by the department head for public services.

RECOMMENDATION:

Staff recommends that Council approve the Resolution designating Director of Public Services Sean P. Ballantine as the Act 51 Street Administrator for the City of Madison Heights, and authorize the City Clerk to sign on behalf of the City. Mr. Ballantine will replace Mr. Almas as the City's Street Administrator.

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____ Sean P. Ballantine _____

Director of Public Services _____ as the single Street Administrator for the City or Village of

Madison Heights _____ in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the _____ day of _____

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS cherylrothmann@madison-heights.org	DATE
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS seanballantine@madison-heights.org	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 300 West 13 Mile Road		P.O. BOX
CITY OR VILLAGE Madison Heights	ZIP CODE 48071	PHONE NUMBER (248) 588-1200



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/26/23

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

AGENDA ITEM CONTENT: Director of Public Services - RCOC Winter Maintenance Contract

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: Revenue: \$44,335.57

FUNDS REQUESTED:

FUND: 202-025-676-6781

EXECUTIVE SUMMARY:

Attached is the annual agreement with the Road Commission for Oakland County (RCOC) for the City to provide winter maintenance on 14 Mile from Campbell to Dequindre, John R from 14 Mile to the Red Run Drain, and 12 Mile from Dequindre to Campbell. This contract allows \$7,334.54 per mile of four or five lane road, and \$9,046.38 per mile of six lane road.

The total amount of the contract is \$44,335.57. This amount reflects a 3% increase from last year.

RECOMMENDATION:

Staff recommends that City Council approve the 2023-24 Winter Maintenance Contract with RCOC, and authorize the Mayor and City Clerk to sign on behalf of the City.



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 Plotrowicz, 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

September 12, 2023

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

RE: 2023-2024 Winter Maintenance Agreement

Dear Ms. Marsh:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Madison Heights.

This 2023-2024 agreement has an increase of 3%, which increases the amount from \$43,044.27 to \$44,335.57.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

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

/s
Attachment

2023-2024 WINTER MAINTENANCE AGREEMENT
CITY OF MADISON HEIGHTS

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2023 between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” 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 winter 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 shall perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter 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 assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$44,335.57 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

- 50% in December 2023
- 50% in March 2024

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

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the F Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), 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, specifically those activities set out in Section I, 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 Winter 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 Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 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 Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker’s compensation insurance, employer’s liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B 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.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, 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 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party. Item 4.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2023, and shall continue in full force and effect until a subsequent Winter 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 Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2024, 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 C).

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: _____

WINTER MAINTENANCE
2023-2024
CITY OF MADISON HEIGHTS
EXHIBIT A

Item 4.

John R Road

Extending from the Red Run Drain to Fourteen Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
1.70	\$7,554.57	\$ 12,842.77

Twelve Mile Road

Extending from Campbell Road to Dequindre Road

<u>Miles</u>	<u>Cost Per Mile</u>	
2.01	\$7,554.57	\$ 15,184.69

Fourteen Mile Road

Extending from Campbell to Stephenson Highway

<u>Miles</u>	<u>Cost Per Mile</u>	
0.32	\$7,554.57	\$ 2,417.46

Extending from John R to Dequindre

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$7,554.57	\$ 7,554.57

Extending from Stephenson Highway to John R

<u>Miles</u>	<u>Cost Per Mile</u>	
0.68	\$9,317.77	<u>\$ 6,336.08</u>

<u>Total Miles</u>	5.71	TOTAL	\$ 44,335.57
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FOUR OR FIVE LANES (\$7,334.54 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.70	\$7,554.57	
2.01	\$7,554.57	\$ 12,842.77
0.32	\$7,554.57	\$ 15,184.69
<u>1.00</u>	\$7,554.57	\$ 2,417.46
5.03		<u>\$ 7,554.57</u>

SIX OR MORE LANES (\$9,046.38 per mile) \$ 37,999.49

<u>Miles</u>	<u>Cost Per Mile</u>	
0.68	\$9,317.77	
0.68		<u>\$ 6,336.08</u>
<u>Total Miles 5.71</u>		<u>\$ 6,336.08</u>

	TOTAL	\$ 44,335.57	
50% in December, 2023		\$ 22,167.79	
50% in March, 2024		<u>\$ 22,167.78</u>	
		\$ 44,335.57	

**EXHIBIT B
2023-2024 WINTER 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 B 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 B, naming the Board and the Office of the Oakland County Water Resources Commissioner as additional named insureds. 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.

<p>Bodily Injury Liability 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</p>	<p>Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000</p>
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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:

<p>Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000</p>	<p>Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000</p>
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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 Insurance 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 no aggregate limit.

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

Item 4.

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 4.

2023-2024 WINTER MAINTENANCE AGREEMENT
CITY OF MADISON HEIGHTS

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ___ day of _____, 2023 between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” 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 winter 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 shall perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter 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 assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$44,335.57 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

- 50% in December 2023
- 50% in March 2024

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

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), 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, specifically those activities set out in Section I, 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 Winter 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 Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 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 Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B 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.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, 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 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party. Item 4.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2023, and shall continue in full force and effect until a subsequent Winter 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 Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2024, 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 C).

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: _____

WINTER MAINTENANCE
2023-2024
CITY OF MADISON HEIGHTS
EXHIBIT A

Item 4.

John R Road

Extending from the Red Run Drain to Fourteen Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
1.70	\$7,554.57	\$ 12,842.77

Twelve Mile Road

Extending from Campbell Road to Dequindre Road

<u>Miles</u>	<u>Cost Per Mile</u>	
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Fourteen Mile Road

Extending from Campbell to Stephenson Highway

<u>Miles</u>	<u>Cost Per Mile</u>	
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Extending from Stephenson Highway to John R

<u>Miles</u>	<u>Cost Per Mile</u>	
0.68	\$9,317.77	<u>\$ 6,336.08</u>

<u>Total Miles</u>	5.71	TOTAL	\$ 44,335.57
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FOUR OR FIVE LANES (\$7,334.54 per mile)

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SIX OR MORE LANES (\$9,046.38 per mile) \$ 37,999.49

<u>Miles</u>	<u>Cost Per Mile</u>	
<u>0.68</u>	\$9,317.77	
0.68		<u>\$ 6,336.08</u>
<u>Total Miles 5.71</u>		<u>\$ 6,336.08</u>

	TOTAL	\$ 44,335.57
50% in December, 2023	\$ 22,167.79	
50% in March, 2024	<u>\$ 22,167.78</u>	
	\$ 44,335.57	

EXHIBIT B
2023-2024 WINTER 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 B 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 B, naming the Board and the Office of the Oakland County Water Resources Commissioner as additional named insureds. 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.

<p>Bodily Injury Liability 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</p>	<p>Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000</p>
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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:

<p>Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000</p>	<p>Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000</p>
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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 Insurance 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 no aggregate limit.

City Council Regular Meeting
Madison Heights, Michigan
September 11, 2023

A City Council Regular Meeting was held on Monday, September 11, 2023 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Councilwoman Toya Aaron
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

ALSO PRESENT

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

The invocation was led by Mayor Pro Tem Bliss and the Pledge of Allegiance followed.

CM-23-230. Addition to the Agenda.

Motion to approve adding under Executive Session: Closed session with legal counsel to discuss settlement strategy in the following pending Oakland County Circuit Court Cases pursuant to Section 8(e) of the Open Meetings Act, MCL 15.268(e): Case No. 22-197465-CZ, *Artic Fox, LLC v. City of Madison Heights*; Case No. 2023-198563-CZ, *Bloom Capital, LLC v. City of Madison Heights*; and Case No. 2023-201613-CZ, *305 N Euclid v. City of Madison Heights*.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilwoman Aaron.

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

Motion carried.

PRESENTATIONS:

2023 Summer Beautification Awards

Director of Public Services Ballantine presented the winners of the 2023 Summer Beautification Awards and gave a brief presentation on this year's nominees. This year's first and second place winners are 29305 Fournier and 28305 Brush, respectively.

Presentation National Preparedness Month

In honor of National Preparedness Month, Mike Looper, an Emergency Management Specialist with Oakland County Emergency Management, made presentation on National Preparedness Month and gave an Emergency Management overview on how to prepare in the event of an emergency.

MEETING OPEN TO THE PUBLIC:

The following spoke in opposition to any further development or alley vacation at Dartmouth and 12 Mile Roads:

Kathy Sapia

Linda DeWitte

Matthew Ybarra

Martha Covert

Dale Kohler

Martha Covert, resident, stated that the Canine demonstration went very well, and the event had both Hazel Park and Royal Oak canines as well. She noted that the Oakland County Health Department inspector visited the Police and Fire softball game this past week; she commented that all members of Council must follow the rules just like the rest of the City. The Health Department rules are for public safety, no matter how big or small your event.

Clerk Rottmann read into the record emails from the following:

Beth Scott, resident, expressed disapproval of the HREC and members and her support of dissolving the HREC.

Amy Lewis, resident, expressed disappointment in the HREC scheduling their event on a significant Jewish holiday, urged Councilmembers responsible to acknowledge their own implicit bias, and rectify the situation to uphold the principles of equity and inclusion within the City.

Robert Hoff, expressed disapproval of zoning and use changes at Dartmouth and 12 Mile Road, noting it will change the character and value of the adjacent neighborhood.

Mayor Grafstein responded to public comment noting that the alley vacation was previously before Council, and it was referred to the Planning Commission for further review; input from DTE is still pending. She stated that the best venue for the public to share their concerns at this point is with the Planning Commission and noted that she sympathizes with the residents. At this time, nothing is happening at this location. She apologized to Councilman Fleming for only responding on behalf of herself to the HREC event scheduling mistake. She responded to the Health Department requirements for food at events and stated that she has spoken to City management about how to handle in the future. She is not in favor of dissolving the HREC but commented that she believes the current group is not being inclusive.

CM-23-231. Consent Agenda.

Motion to approve the Consent Agenda as read.

Motion made by Councilwoman Aaron, Seconded by Councilman Fleming.

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

Motion carried.

CM-23-232. City Council Special Meeting Minutes of August 28, 2023.

Motion to approve the City Council Special Meeting Minutes of August 28, 2023, as presented.

Motion made by Councilwoman Aaron, Seconded by Councilman Fleming.

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

Motion carried.

CM-23-233. City Council Regular Meeting Minutes of August 28, 2023.

Motion to approve the City Council Regular Meeting Minutes of August 28, 2023, as presented.

Motion made by Councilwoman Aaron, Seconded by Councilman
Fleming.

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

Motion carried.

CM-23-234. City Council Special Meeting Minutes of August 30, 2023.

Motion to approve the City Council Special Meeting Minutes of August 30, 2023, as presented.

Motion made by Councilwoman Aaron, Seconded by Councilman Fleming.

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

Motion carried.

CM-23-235. FY 2024 SMART Municipal and Community Credits Contract Resolution.

Motion to approve the FY 2024 SMART Municipal and Community Credits Contract Resolution, as follows:

RESOLUTION IN SUPPORT OF THE SMART MUNICIPAL CREDIT AND COMMUNITY CREDIT CONTRACT FOR FY 2024

WHEREAS, the City of Madison Heights is a member of the Suburban Mobility Authority for Regional Transportation (SMART); and,

WHEREAS, the City provides a transportation program for its Senior Citizen population through the Active Adult Center; and,

WHEREAS, SMART provides funding for such programs in the form of Municipal and Community Credits; and,

WHEREAS, for many years, the City of Madison Heights has applied for and received these credits to help fund our Active Adult transportation program; and,

WHEREAS, Human Resources Director Misczak, Finance Director Kunath and Active Adult Supervisor Cowan have verified all necessary information and prepared the 2024 Contract; and,

WHEREAS, SMART requires a resolution of Council supporting this Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council support the 2024 Municipal Credit and Community Credit Contract for FY 2024 as presented, and authorize the Finance Director to sign on the City’s behalf.

Motion made by Councilwoman Aaron, Seconded by Councilman Fleming.

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

Motion carried.

CM-23-236. Contract for Assessing Services with Oakland County – Budget Amendment.

Motion to approve a budget amendment for \$8,470 to account 101-257-818-0000 for the 2024 fiscal year budget.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Bliss.

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

Motion carried.

CM-23-237. Contract for Assessing Services with Oakland County.

Motion to approve the Assessing Services contract with Oakland County Equalization for July 1, 2023 to June 30, 2025 and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright.

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

Motion carried.

CM-23-238. Accelerated Tax Foreclosure Resolution.

Motion to approve the Certificate of Abandoned Property for Accelerated Forfeiture Act Resolution, as follows:

RESOLUTION FOR CERTIFICATION OF ABANDONED PROPERTY FOR ACCELERATED FORFEITURE ACT (PUBLIC ACT 132 OF 1999)

WHEREAS, the governing body for the City of Madison Heights determines that parcels of abandoned tax delinquent property exist;

WHEREAS, abandoned tax delinquent property contributes to crime, blight, and decay within the City of Madison Heights;

WHEREAS, the certification of tax delinquent abandoned property as Certified Abandoned Property will result in the accelerated forfeiture and foreclosure of certified property under the General Property Tax Act and return abandoned property to productive use more rapidly, thereby reducing crime, blight, and decay within the City of Madison Heights.

BE IT RESOLVED that the City of Madison Heights City Council hereby notifies residents and owners of property within the City of Madison Heights that abandoned tax delinquent property will be identified and inspected and may be certified as Certified Abandoned Property under the certification of the Foreclosure under the General Property Tax Act.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilwoman Aaron.

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

Motion carried.

CM-23-239. Custodial Services Contract Award.

Motion to award the custodial contract to Du-All Cleaning for an initial contract period beginning October 1, 2023, through and including June 30, 2025 at a base 12-month cost

of \$234,066.72 or \$19,505 per month; and further authorize the parties to extend on a year-to-year basis thereafter with the option to include increases in line with documented expendable product charges or increases in minimum wage not to exceed \$15,000 without Council approval ; and to further authorize the City to cancel the contract on a building-by-building basis if necessary due to non-performance, in which case the City would approach either Core Clean Services or GDI (the second and third low bidders, respectively) to take over individual buildings.

Motion made by Councilor Wright, Seconded by Councilwoman Aaron.

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

Motion carried.

CM-23-240. Custodial Services Contract Award – Budget Amendment.

Motion to approve a budget amendment of \$40,242 to various departmental accounts as noted in the staff report for custodial services.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilwoman Aaron.

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

Motion carried.

Without objection, Mayor Grafstein asked for Council Comments prior to entering Executive Closed Session.

COUNCIL COMMENTS:

Councilman Soltis had no comments this evening.

Councilman Fleming requested that the Traffic Safety Committee provide input on the possibility of putting a Local Traffic Only sign at Dartmouth Street.

Councilor Rohrbach stated that she supports Councilman Fleming's idea for Traffic Safety review of placing a sign. She stated that she acknowledged the mistake that the HREC made when initially scheduling the Motorama and Smoke on September 16th and she apologized and took responsibility for her initial response and stated that she didn't respond how she knows that she should have. She commented that she cares deeply about the recognition and celebration of all communities and all people in this beautiful, diverse community. It is her hope for her to always to be thoughtful, considerate and inclusive; however, sometimes she fails, due to being a human. The HREC mission is to advise Council on issues of diversity, equity, and inclusion and promote programs and services that celebrate and honor people of all backgrounds. The HREC is made up of residents who also feel deeply about these issues. The members of the HREC work hard to be cognizant of issues, concerns and important aspects that are important to our diverse

community. The HREC met a few days after the Council meeting and discussed the date of the event and how to avoid this mistake in the future. The HREC does have a calendar, but it wasn't consulted. The HREC discussed and acknowledged that it was a mistake that should not have happened, and we apologize and ask for grace from those we have hurt by this mistake. She hopes we can make progress in being more inclusive and equitable in the City. The event has been re-scheduled to October 14th and we hope that people can come and enjoy this fun event. She stated that she needed to address the issue of the Mayor repeatedly implying that the HREC is purposely doing things to leave out and hurt the community. She stated that it would be her desire to have the Mayor reach out to her or Councilman Wright if she has any concerns. The HREC has been criticized constantly, but it is a group of residents trying to make the community better. She hopes we can find a way to work together to improve relations in the city.

City Clerk Rottmann had no comments this evening.

City Manager Marsh announced the Grand Opening of the Civic Center Plaza, next Monday, September 18th from 5:30 p.m. to 7:30 p.m. Please come out, there will be tours, music and raffles. Madison Heights and Oakland County are partnering to reimagine Ambassador Park; it is remaining a park, but in order to determine what features we would like to see there, we are gathering public feedback. The concept is for an intergenerational park. Please attend one of the public input sessions, either September 16th from 10:30 a.m. - 2 p.m. at the Chinese Community Center; on September 18th from 5:30 p.m. - 7:30 p.m. at City Hall or on September 22nd at the Red Oaks Nature Center from 1:00 p.m. - 3:00 p.m. There is also survey available on social media if you can't attend one of the session. She stated that she is very excited about the possibilities for the future of Ambassador Park.

Assistant City Attorney Sherman had no comments this evening.

Councilor Wright stated that he heard something on Sunday that he wanted to share - we are always learning at some point, and we didn't know what we know now. It is always a learning process. The HREC is courageously making other's problems, our problems. To Councilor Rohrbach's point, he stated that at last meeting, he would check into the event date and bring it back to the HREC because that is the proper authority to make the decision on any changes. He stated that he did respond partially emotionally at the last meeting, because it seems that the one board that is designed to help fight inequities, is being challenged for being inequitable and the members who have to face inequities, are being challenged as not being equitable. As a minority, it is frustrating. He continued, that we were always going to move the date when we knew there was an issue, but the challenge was coordinating with multiple groups/partners that are involved. The two options were to change the date or cancel the event. He apologized if he didn't explain that properly at the last meeting. We talk a lot about DEI, diversity, equity and inclusion; our city is diverse, the inclusion and equity part is what we have to fight for. He stated that no one maliciously left out any holiday; the HREC has looked at the calendar, and there is practically a religious holiday every day of the week and this creates a conundrum. He stated that he will always stand up for inequity and stand up for those that cannot have their own voice. Even up here, he commented, he recognizes that his own voice is not heard and that is the reality of his life - sometimes he is not heard as a black man. The reality is the event was moved, we are going to move on and we learn. It is a natural response from those that are involved to shame people; shaming, however, is not productive. We need to talk to one another and create a dialogue. You can always reach out to him. The point is crucial conversations need to be had and we all need to talk face-to-face; doing something in a public forum is not productive and never will be. Let's

have a personal conversation because we all want what is good for our city. He invited the public out to the Madison Heights Smoke and Motorama. There will be a classic car show, corn hole contest, and a BBQ competition. He added that he knows there are questions about the Oakland County Health department, and they are being consulted. It is his understanding that BBQ competitions are considered a sport and the food is never meant to be served to the public. Please remember to be kind; everyone is doing the best that they can do. It is national suicide prevention month and there are people in this world that have some real struggles and we need to be cognizant of what people are potentially going through. Always know that texting 988 is available to you and people care about you. It is okay to disagree and fight, but try to remember to love each other and to be kind.

Mayor Pro Tem Bliss stated that this is an interesting day to have conflict and dialogue and he reflected on today being September 11th. It's crazy that today, 9/11 seems like a normal day. While life does go on, some of these days that we cross, we should never forget, and he stated that he was happy to give today's invocations. In the context of collaboration and being kind, remember that everything you thought was good can change instantly. On that day, what you thought was important, what you might have been fighting about or fretting about, can change very quickly and we need to keep that perspective. He requested that a remembrance be added to the agenda annually in honor of September 11th. He stated that he is on the Planning Commission and the Planning Commission is glad the Dartmouth alley vacation was referred to them. Now that we have plans, the Planning Commission can further discuss and examine and the potential impact on traffic, the neighborhood and how it applies to the Master Plan. He encouraged public to come out to their meeting or send an email with their input. He highlighted Trail Tunes, stating it was a fabulous event. He thanked the planning committee including Co-Chair Vita Palazzolo, Arts Board Chair Steve Dombrowski, Arts Board Vice-Chair Michael Covert and Arts Board member Harley Modarski for all their hard work on the event. He stated that he is thankful to his peers that donated to the event and help coalesce additional funding. The top five bands Colin & the Cougars, Zosette and the Groove, Leisure Machine, Kayfabe: Ppls Band and The Aspersions headed to a battle competition, with the Aspersions winning the competition. He noted that it is nice to have connections with local musicians, and gave thanks to the Chamber of Commerce for the test run of a beer tent. He commented that he would also like to see a beer tent at the Festival in the Park as well. He requested that any City events be included on the City calendar and if available before printing, in the Parks and Recreation brochure. He reiterated his request for an I-75 resolution to our local leaders asking for additional cash and support for additional maintenance on local roads due to additional traffic.

Councilwoman Aaron congratulated the winners of the Beautification awards and noted that she is looking forward to the Holiday Lights contest. Trail Tunes was a phenomenal event and highly enjoyable. Having the vendors, beer tent and seeing the battle of the bands was wonderful. To the Dartmouth residents, currently nothing is happening on this matter, but we hear your voices. September is National Suicide Awareness month; we don't know what people are going through and we have to be cognizant about that. She stated that 75% of those who have mental health issues are employed, hiding behind a mask and you don't know what that mask is until it's been unveiled. Many times you hear when someone commits suicide how happy and vibrant they seemed, but that is a mask. So if you see something, say something. We can be each other's leaning shoulder and help. Suicide is serious and common and affects adults and children. Make

sure you give wellness checks on people, even if they say they are okay. She stated that she has had two good friends who committed suicide; neither time could she see what they are going through and don't overlook your strong friends. Text 988 for a suicide line or call 800-950-6264. The last Financial Literacy class is this week on September 20th; the topic is How to Make Your Money Grow Locally at 6:00 p.m. She stated that she wanted to address the topic of the HREC. She acknowledged Martha Coverts comments on the cooking at HREC event; and stated that she was correct. No one took onus or said they were sorry. Personally, she didn't know what the law/rules were at the time; however, she stated that she stands on public safety. Had anyone gotten sick, the City would have been liable. The City needs to take a stance and we have learned from this experience and know that the health inspection must take place. As Councilor Rohrbach stated, mistakes happen and this was a learning curve, it was a mistake, and we will never make the same mistake again and she apologized. She stated that Councilor Rohrbach stated that the purpose of the HREC was to advise the Council on programs, policies and activities that promote positive human relations and equitable outcomes. Since she has been on the City Council, it was her opinion that Council has not yet been advise of any of these things. There has never been a decision or conversation where Council has been give an opportunity to ask what do you think this activity should be, how can we go about rounding out the city to make our city a more inclusive city. Councilman Wright stated we had the diversity part down, nonetheless, we lack the inclusion and equity. She stated that someone on Council called the Mayor and another member bad actors and racists for saying something negative on the flip side of the HREC. Racism is prevelant in the the world, but does that mean that if I voice my opinion that makes me a racist? No, that means I have an opinion. One thing she likes to say when she is talking to her clients at work is that one of the rights that a mental health patient has is the right to complain. That is the right of every person. So because I don't agree with you, that does not make me a racist. Because I don't like something, doesn't make me a racist. When you call people a racist, at some point, at some time, their voices are shattered and shut, and they will be afraid to speak because they don't want that label placed upon them. Prior to running, she stated she wanted to part of the HREC because the diversity, equity and inclusion is part of her background and was a member for one meeting prior to being appointed to Council. She has asked many times to be allowed to assist in some form or fashion because even today people are being targeted due to their race or ethnicity and we need something greater, we need to talk to one another and share our experiences and not just say, if you have a problem, talk to me. Live the work and defend the work. Do not just sit back and apologize and then end your apology by bring forth an excuse. An apology is just that - I apologize if I offended anyone, and that is the bottom line.

Mayor Grafstein stated that she remembers where she was on 9/11, noting that she was working in Toronto and shared her story of her experience, noting that she remembers the feeling of coming together. As terrifying as those first days were, there was always that sense of coming together. She stated that Council hears the residents on Dartmouth, and we appreciate that you came to the meeting this evening. Nothing is happening right now, but we will make sure that you know of any upcoming meetings. This is Suicide Prevention Month, always be aware - you don't know what is going on in someone's life. With respect to communication issues, there are communication issues. She isn't sure if it is a consequence of holding zoom meetings, but she is trying to bring people together and we are talking; communication is two-way and hopefully everyone will work on it. The Public Safety baseball game was great and she was able to throw out the first pitch. She thanked everyone for participating and Councilwoman Aaron for being the score keeper. It was a really nice small town event. The next meeting is Tuesday, September 26th

and this is also the last day of Citizen's Academy. She announced Council will be entering into Closed Session, but audience members were welcome to stay until Council returned to the Regular meeting.

ADJOURNMENT TO CLOSED SESSION:

Mayor Grafstein adjourned the Council meeting to Closed Session at 9:26 p.m.

RECONVENMENT TO REGULAR MEETING:

Mayor Grafstein reconvened the Regular meeting at 10:10 p.m.

All members of Council were present.

CM-23-241. Recommendation of Special Legal Counsel in the matters of Case No. 22-197465-CZ, Artic Fox, LLC v. City of Madison Heights; Case No. 2023-198563-CZ, Bloom Capital, LLC v. City of Madison Heights; and Case No. 2023-201613-CZ, 305 N Euclid v. City of Madison Heights.

Motion to accept the recommendation of Special Legal Counsel in the matters of: Case No. 22-197465-CZ, *Artic Fox, LLC v. City of Madison Heights*; Case No. 2023-198563-CZ, *Bloom Capital, LLC v. City of Madison Heights*; and Case No. 2023-201613-CZ, *305 N Euclid v. City of Madison Heights*.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilwoman Aaron.

Roll Call Vote:

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming

Voting Nay: Councilor Rohrbach, Councilman Soltis, Councilor Wright

Motion carried 4-3.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 10:12 p.m.



MEMO

Office of the City Clerk

To: City Manager Marsh and City Council

From: City Clerk/Deputy City Manager Rottmann

Date: September 13, 2023

RE: Agreement for Election Services between Oakland County, Madison Heights and Royal Oak

With the passage of Proposal 22-2, early voting is now a requirement in the State Constitution. Oakland County is taking the lead in most of the facilitation of the early voting sites in the county, along with the purchasing of any necessary equipment and training of election workers. The local communities are responsible for the cost of staffing and public notifications, along with the joint administration of the early voting site when open. There are financial incentives to communities for signing a joint agreement, including the County picking up the cost of equipment through a State grant accessible to county governments. This level of funding is not available to communities that have a stand-alone early voting site.

The cities of Madison Heights and Royal Oak have been partnered for an early voting site and the location of the early voting site will be the Royal Oak Senior/Community Center, located at 3500 Marais Avenue (north of 13 Mile Road, east of Crooks). This location was preliminarily agreed upon by both Royal Oak and Madison Heights City Clerks, City administrators, and Oakland County. This location is convenient to both communities' residents, has adequate parking, is handicap accessible, has proper data infrastructure, is available as a dedicated location, as well as provides each of city with the ability to share the load when administering early voting for each election. In addition, another early voting site will be offered to all participating communities' voters at the Waterford Oaks Activity Center which Oakland County is running. Despite the State Constitution only requiring early voting for those elections with State and Federal offices or questions, it is the intention of Oakland County to have all communities that are participating jointly to have early voting for all elections from this point forward, keeping the same location and hours for each early voting site for all elections. Oakland County and municipal election officials agree that we want consistency, ease, familiarity of the early voting location and an overall positive experience when offering this service to our residents. Early voting will be for nine days, beginning the second Saturday prior to each election. The hours will be 8:30 a.m. to 4:30 p.m. every day except on Thursdays, when the hours will be Noon to 8:00 p.m.

Due to the upcoming election and Oakland County's desire to holding early voting this October, the agreement will need to be voted on at this Council meeting. The City Attorney has reviewed and approved the draft language and I have been advised that this agreement is very similar to other shared service agreements with the Oakland County, such as animal control.

Please feel free to reach out to me regarding any questions you may have.

Staff recommends approving the Agreement for Election Services between Oakland County, Madison Heights and Royal Oak and to authorize the City Clerk to sign on behalf of the City.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND MADISON HEIGHTS And CITY OF ROYAL OAK

This County Early Voting Site Agreement (the "Agreement") is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the "County") and City of Madison Heights, 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071, and the City of Royal Oak, 203 S. Troy Street, Royal Oak, Michigan 48067 ("Municipality") (the County and each municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Madison Heights	9	22,580
City of Royal Oak	24	51,605

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk’s Elections Division: Conduct and Administration of Early Voting.
 - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.
 - 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members,

commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

1.7 QVF means the Qualified Voter File as described in MCL 168.509m.

1.8 QVF Controller means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 Site Supervisor means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. SCOPE OF THE AGREEMENT.

2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. COORDINATOR.

3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:

3.2.1 The County Clerk will appoint a new Coordinator.

3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. QVF CONTROLLER.

4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. APPROVAL OF EARLY VOTING SITES.

5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.

5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- 6.1** The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2** At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3** The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4** The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- 7.1** The Parties agree to all of the following:
 - 7.1.1** Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
 - 7.1.2** The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1** Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2** After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- 9.1** The Parties agree to the following cost sharing and chargeback procedures as follows:
 - 9.1.1** The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
 - 9.1.2** The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
 - 9.1.3** The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity shall be equally divided amongst the participating municipalities. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. STAFFING, SUPERVISION AND TRAINING.

- 10.1** The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3** The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4** The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 11.1** The Parties agree to all of the following:
 - 11.1.1** The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - 11.1.2** The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3** The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 12.1** The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. EARLY VOTING PLAN.

- 13.1** No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 14.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the

accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

- 17.4** “Confidential Information” means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s copyrighted training materials.
- 17.5** Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND MADISON HEIGHTS And CITY OF ROYAL OAK

_____ Lisa Brown Oakland County Clerk	_____ Signature of County Clerk	_____ Date
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_____ Cheryl E. Rottmann City of Madison Heights Clerk	_____ Signature of Clerk	_____ Date
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_____ Melanie Halas City of Royal Oak Clerk	_____ Signature of Clerk	_____ Date
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EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Madison Heights	Cheryl E. Rottmann	9	22,580

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Royal Oak	Melanie Halas	24	51,605

Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Royal Oak Senior Center, 3500 Marais Ave., Royal Oak, Michigan 48073	Waterford Oaks Activity Center, 2800 Watkins Lake Rd., Waterford, Michigan 48328
Municipalities served at site	2	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

EXHIBIT B: SITE SUPERVISORS

Regional Early Voting Site Number: _____

Election Date: _____

Early Voting Site Supervisors:

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/26/23

PREPARED BY: Adam Owczarzak - Assistant to the City Manager

AGENDA ITEM CONTENT: Recycling Cart Grant Agreement with EGLE & The Recycling Partnership

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$ 0

FUND: N/A

EXECUTIVE SUMMARY:
See Attached Report.

RECOMMENDATION:

City staff is recommending that the Council accept both grant awards of \$403,200.00 from Michigan EGLE and \$105,600 from the Recycling Partnership and allow the City Manager to sign the grant agreement on behalf of the city. Staff also recommends that the council allocate \$540,000 to be added to the FY 2025 Budget to cover the costs of Trash Carts and Assembly and Delivery of 19,200 Carts to 9,600 Households.

To: Melissa Marsh, City Manager

From: Adam Owczarzak, Assistant to the City Manager

Date: September 21, 2023

Subject: Recycling Cart Grant Agreement with EGLE & The Recycling Partnership

BACKGROUND

As part of the 2023-24 -Strategic Plan, the City Council approved – directing staff to work on a recycling grant to provide a universal rollout of recycling carts to residents. This item was not included in the 2023-24 budget as it was only to be completed if the grant was awarded.

After the strategic planning meeting, Staff began researching funding opportunities to purchase Recycling Carts. Staff found two funding opportunities; one from the Recycling Partnership, which is a non-profit that offers technical assistance to communities that implement recycling programs, and the other funding opportunity from Michigan Department of Environment, Great Lakes, and Energy (EGLE) Materials Management. On August 30, 2023, Staff were notified that we were awarded \$403,200 to purchase recycling carts. The grant comes with two stipulations: 1. that the city offers a 20% match for the grant and 2. that we do a universal rollout of Trash Carts. In addition to this EGLE grant, the Recycling Partnership Awarded the city \$105,600. These funds will cover the 20% match as well as some costs to print the infographic sheet, which will be attached to each cart informing residents of recycling best practices. The city would be responsible for purchasing the Trash Carts and paying for the Assembly and Distribution of both Trash and Recycling Carts at an estimated cost of \$540,000.

Should the council not want to allocate \$540,000 in the FY 2025 Budget, we will have to decline the grant awards now. In total this project will cost \$1,036,800, \$509,200 will be grant-funded and \$540,000 will come from the City's General Fund.

Pending council approval and availability of carts, we plan to roll out this program in the Summer 2024. Before this roll-out Staff will be developing a opt-out program for those residents that have already purchased trash and recycling carts.

RECOMMENDATION

City staff is recommending that the Council accept both grant awards of \$403,200.00 from Michigan EGLE and \$105,600 from the Recycling Partnership and allow the City Manager to sign the grant agreement on behalf of the city. Staff also recommends that the council allocate \$540,000 to be added to the FY 2025 Budget to cover the costs of Trash Carts and Assembly and Delivery of 19,200 Carts to 9,600 Households.



20 F Street, 7th Floor
Washington, DC 20001

RECYCLINGPARTNERSHIP.ORG

Adam Owczarzak
City of Madison Heights, Michigan
300 W 13 Mile Road
Madison Heights, MI 48071

May 30, 2023

Dear Adam Owczarzak,

On behalf of The Recycling Partnership funders and staff I would like to congratulate the City of Madison Heights on being selected as a Residential Curbside Recycling Cart Grant recipient. As a part of this grant, Madison Heights will receive direct financial assistance from The Recycling Partnership in the projected amount of \$105,600. In addition to this grant funding, Madison Heights will also receive a wide range of technical assistance and in-kind support from The Recycling Partnership as we work to support your implementation of community-wide cart-based curbside recycling.

By accepting this grant, Madison Heights will join a distinguished and growing list of communities that have successfully taken advantage of grant funding from The Recycling Partnership to improve their public recycling programs. At The Recycling Partnership we work hand in hand with communities and our funders to transform recycling for good, and the close partnerships that we develop with our grantee communities are living examples of this collaborative approach. We couldn't be more excited about the opportunity to work with the City of Madison Heights as your community finalizes its plans to implement this important investment in your public recycling system.

In the coming weeks I will be sending you a draft grant contract agreement for review and eventual signature. The contract will have an anticipated term that begins as soon as the agreement is executed and extends for a full year beyond the implementation of recycling with carts. Moving forward, I will work with you to finalize the grant agreement, and as we get closer to your planned implementation a team of Recycling Partnerships staff will engage with key Madison Heights personnel to fine tune the project timeline and begin detailed planning for our work together.

I will be in touch again soon, though please feel free to reach out if you have any questions in the meantime. Thank you very much, and again, congratulations!

Sincerely,

Vincent Leray, Grant Development Manager
The Recycling Partnership
Email: vlaray@recyclingpartnership.org
Phone: 662.640.8571



RECYCLING INFRASTRUCTURE GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND CITY OF MADISON HEIGHTS

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **City of Madison Heights** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0166 of 2022**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Recycle Madison Heights (RMH)	Project #: INF-23-002
Amount of grant: \$403,200.00	% of grant state 100 / % of grant federal 0
Amount of match: \$100,800.00 = 20%	PROJECT TOTAL: \$504,000.00 (grant plus match)
Start Date (executed by EGLE):	End Date: 9/30/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Adam Owczarzak, Assistant to the City Manager
 Organization: City of Madison Heights
 Address: 300 W Thirteen Mile Rd
 City, State, ZIP: Madison Heights, MI 48071
 Phone Number: 248-583-0829
 Fax Number: N/A
 E-Mail Address: AdamOwczarzak@madison-heights.org
 Federal ID Number (Required for Federal Funding): 38-6025685
 Grantee DUNs/UEI Number (Required for Federal Funding): EGY3GJKYGGZ83
 SIGMA Vendor Number: CV0048672

STATE'S CONTACT INFORMATION:

Name/Title: Devan Dodge, Environmental Analyst
Division/Bureau/Office: Materials Management Division (MMD)
Address: P.O. Box 30473
City, State, ZIP: Lansing, MI 48909-7973
Phone Number: 517-275-0894
Fax Number: N/A
E-Mail Address: DodgeD1@michigan.gov

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

FOR THE GRANTEE:

Signature	Name/Title	Date
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FOR THE STATE:

Signature	Elizabeth M. Browne, Director, MMD Name/Title <i>klg</i> 09/10/23	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 20 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(A) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(B) All products shall acknowledge that the project was supported in whole or in part by EGLE Recycling Program, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

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

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

Statement of Work

The Grantee agrees to undertake, perform, and complete the following project: Implement universal single-stream recycling carts for the 9,600 households of City of Madison Heights, with the goal of increasing tonnage of recyclable materials recovered. Establish and implement an effective education campaign for the rollout of carts with the assistance of The Recycling Partnership. Separate from this grant, the City is simultaneously implementing community-wide curbside trash carts for consistency and ease of program operations.

Deliverables:

- Approval of cart purchase by Madison Heights City Council.
- Purchase curbside recycling carts.
- Assemble and deliver new carts and educational literature to residents.
- Submit quarterly reports to EGLE, including Tonnage Data Tracking.
- Submit final report to EGLE.

Timeline:

Task	Expected Timeline
City Council approves purchase of carts	September 2023
Place purchase order for carts	September 2023
Delivery and assembly of carts and literature bag	Winter 2024
Tonnage data tracking	Ongoing throughout grant period
Quarterly Reports	See section IV of Grant Agreement
Final Report	Upon Project Completion

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 30, 2026. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress

reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE: The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks, and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2026.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report.

The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2027. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

III. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
 - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

IV. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address, or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address: EGLE-RecyclingGrant@michigan.gov


If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Attachment A Budget Proposal

*FY23 Infrastructure Program
City of Madison Heights*

 <p style="text-align: center;">MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY MATERIALS MANAGEMENT DIVISION RECYCLING INFRASTRUCTURE FINANCIAL STATUS REPORT</p>		
Grantee / Vendor Name: <u>City of Madison Heights</u>		
Vendor Number: <u>CV0048672</u>		
Project Name: <u>Recycle Madison Heights</u>		
Grant Given Number: <u>TBD</u>		
Contract Date From:	<input style="width: 100px;" type="text"/>	To: <u>9/30/2025</u>
Contact Name: <u>Adam Owczarzak</u>		Contact Number: <u>248-583-0829</u>
Contact Email: <u>AdamOwczarzak@madison-heights.net</u>		
Category	Category Number	Amount
Salary and Benefits	1	\$ -
Contractual	2	\$ -
Equipment	3	\$ 504,000
Supplies	4	\$ -
Travel	5	\$ -
Category Subtotal		\$ 504,000
INDIRECT BUDGET		Percentage
		\$ -
PROJECT BUDGET		
Total		\$ 504,000
MATCH BUDGET		Percentage
Total	20%	\$ 100,800
GRANT BUDGET		
Total		\$ 403,200



Proposal # MadisonHeights071823
July 18, 2023

QUOTE PREPARED FOR	SHIP TO
Adam Owczarzak City of Madison Heights, MI 801 Ajax Drive Madison Heights, Michigan, 48071 (248) 589-2294	Madison Heights, MI

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
96-Gallon Sterling Series EcoCart - Color and Stamping TBD	9,600	\$51.75	\$496,800.00
64-Gallon Sterling Series EcoCart - Color and Stamping TBD	9,600	\$45.75	\$439,200.00
Assembly and Delivery to Residents - City-wide Distribution - Unload Incoming Delivery Trucks - Assemble and Delivery of Containers Curbside - Scanning of RFID Tags to Residential Addresses - Hanging Customer Supplied Literature Bag on Cart	19,200	\$5.25	\$100,800.00
*Pricing Based on Sourcewell Contract: CASCADE041521-CEI			
Subtotal			\$1,036,800.00
Sales Tax (if applicable on Product)		0.00%	\$0.00
Freight	Included	\$0.00	\$0.00
Sales Tax (if applicable on Freight)		0.00%	\$0.00
Total			\$1,036,800.00

DETAILS

Freight: Included in Cart Pricing
 Wheel Size: 10"
 Lead time: TBD
 Payment Terms: NET45
 Warranty: 10 year Non-Prorated
 Quote Valid Until: 5/1/23
 All applicable taxes to be paid by buyer unless tax exemption certificate is provided.

PRESENTED BY	ACCEPTED BY	
Brian Miller, Regional Sales Manager Cascade Engineering, Inc. 4950 37th Street SE Grand Rapids, MI 49512 (616) 915-1693 (cell) (616) 975-4902 (fax) brian.miller@cascadeng.com Please return acceptance to email above.	Sign Name	Date
	Print Name & Title	Phone



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/26/23

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

AGENDA ITEM CONTENT: Director of Public Services - Dequindre Streetlighting

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$220,000

FUNDS REQUESTED: \$232,397

FUND: 202-474-987-0000

EXECUTIVE SUMMARY:

In the 2017-18 Goal Plan, City Goal E was identified to improve pedestrian safety on Dequindre Road, in particular, the residential corridor between 11 and 13 Mile Roads. Adequate streetlighting is a primary driver of both vehicular and pedestrian safety in a high-density suburban environment. A plan was developed to provide 53 evenly spaced streetlights on Dequindre Road between 11 and 13 Mile, in the most cost-effective manner possible, and included in the 2023-24 Capital Improvement Plan and Budget.

RECOMMENDATION:

Staff recommends that Council adopt the following motions:

- To approve a Budget Amendment in the amount of \$12,397 to account 202-474-987-0000.
- To approve the installation of streetlighting on Dequindre Road at a cost of \$232,397 as presented, and authorize the City Manager to request and execute an Agreement for Municipal Street Lighting through DTE.

MEMORANDUM

DATE: September 12, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: DPS – Dequindre Streetlighting

In the 2017-18 Goal Plan, City Goal E was identified to improve pedestrian safety on Dequindre Road, in particular, the residential corridor between 11 and 13 Mile Roads. This goal was prompted by several pedestrian safety incidents, and at 45 miles per hour north of 11 Mile, Dequindre has the highest posted speed limit of the City’s surface streets, making it a priority for safety management and improvements.

Through this process, it was also recognized that this section of Dequindre has no streetlights on the Madison Heights side, save one or two that were added over the years between 11 and 12 Mile. Adequate streetlighting is a primary driver of both vehicular and pedestrian safety in a high-density suburban environment. Upon recognizing the significant savings that the LED conversion had afforded the City, the addition of streetlights on Dequindre Road was included in the Capital Improvement Plan, and funded in the 2023-24 Budget.

Staff reached out to Debra Cain, our DTE Community Lighting representative, and were provided with three cost options; decorative “teardrop” fixtures on decorative poles, standard “cobra” fixtures on a steel pole with a concrete foundation, and a direct-bury fiberglass pole with a standard roadway luminaire. This third option was the most cost-effective, and satisfied two primary requirements; it is traffic-safe providing the necessary breakaway if hit by a car, and it is a standard stock option for DTE, meaning they provide replacement and reinstallation at no additional cost in the event of an accident. The plan was developed to provide 53 evenly spaced streetlights on Dequindre Road between 11 and 13 Mile.

Staff recommends that Council adopt the following motions:

- To approve a Budget Amendment in the amount of \$12,397 to account 202-474-987-0000.
- To approve the installation of streetlighting on Dequindre Road at a cost of \$232,397 as presented, and authorize the City Manager to request and execute an Agreement for Municipal Street Lighting through DTE.

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



September 7, 2023

City of Madison Heights
 300 West Thirteen Mile Road
 Madison Heights, Michigan 48071
 Atten: Sean Ballantine

Re: Proposed Street Lighting on Dequindre between 11 and 13 Mile Roads

We have completed our review of your request for proposed lighting and have prepared a cost estimate for the installation of fifty- three (53) stock roadway fixtures on direct buried stock posts.

The costs are based on the Edison Option I rate, where Detroit Edison installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Dequindre between 11 and 13 Mile Roads 53 Fixtures and Posts

Cost to Construct	\$290,150.00
Minus 3yrs Revenue Credit	(\$57,753.00)
Contribution from (City of Madison Heights)	\$232,397.00
Annual Operating Cost	\$19,251.00

The price quoted herein shall be in effect for period of six months from the date hereof. After installation the total cost for additional modification, relocation or removal will be the responsibility of requesting party. The sum of \$232,397.00 will be made prior to the actual start of construction. Please request an agreement for Municipal Street Lighting if you would like to proceed with the installation.

Sincerely,

Debra J. Cain

Debra J. Cain

Principal Account Manager

Community Lighting

LED Roadway Series

LED Roadway Series luminaires are offered in three high-lumen performance packages designed to deliver energy-efficient outdoor lighting with optimal coverage for all roadway classifications. These luminaires are designed for residential, municipal, county and state thoroughfares in both underground and overhead configurations.

Lighting Applications:

- Local, collector and major roadways
- Intersections and roundabouts
- Commercial and industrial developments
- Parks and recreational areas
- Rural residences and barnyards
- Campuses
- Walkways
- Alleys
- Parking lots



LED Teardrop Series

LED Teardrop Series luminaires are offered in eight high-efficiency LED performance packages designed as a period style luminaire for street lighting applications. The system is constructed of a precision-engineered prismatic borosilicate glass teardrop refractor configured in a Type 3 distribution. These luminaires are designed for municipal, county and state thoroughfares.

Lighting Applications:

- Downtown districts
- Urban roadways and streetscapes
- Parks and walkways
- Campuses
- Village squares
- Historic districts
- Plazas
- Commercial developments



Decorative Teardrop Fixture



Product Information:

Luminaire Housing Color	Wattage	Light Source	Correlated Color Temperature (CCT) ¹	Initial Delivered Lumens ²	Typical Mounting Heights
Black or gray	58	LED	4,000K	7,334	30'
Black or gray	136	LED	4,000K	17,400	30'
Black or gray	206	LED	4,000K	29,252	30' or 40'

1. The correlated color temperature of a light source is measured on the Kelvin (K) scale. Color temperatures of light sources may range in appearance between warm white (1,800K - 3,000K), cool white (3100K - 4500K) and daylight (4,600K - 6,500K).

2. Measurements taken from luminaire with standard option only (no other accessories or attachments used during testing).

Product Information:

Luminaire Housing Color	Wattage	Light Source	Correlated Color Temperature (CCT) ¹	Initial Delivered Lumens ²	Typical Mounting Heights
Black	21	LED	4,000K	3,618	27' or 29'
Black	43	LED	4,000K	7,010	27' or 29'
Black	63	LED	4,000K	10,176	27' or 29'
Black	83	LED	4,000K	13,116	27' or 29'
Black	103	LED	4,000K	16,055	27' or 29'
Black	121	LED	4,000K	18,543	27' or 29'
Black	144	LED	4,000K	21,482	27' or 29'
Black	153	LED	4,000K	22,613	27' or 29'

Street and Roadway Pole Options

Providing the necessary illumination to enhance driver and pedestrian safety is our number one goal.

We offer posts of various heights, colors and design. Options range from aluminum, steel, wood and fiberglass posts.

Foundation types vary from direct bury posts to full break away options as well as high band concrete foundations.

Heights can vary from 28 - 40'.

Standard "cobra" fixture on pole with foundation



DTE Post Code 06: 28.75' black or silver single davit arm steel post mounted to concrete foundation-engineered to allow receptacles. Breakaway base option for this post design.

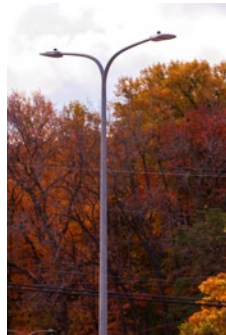


DTE Post Code 71/73 & 81/83: 30' or 40' black or silver dual arm fiberglass direct bury post with breakaway base.

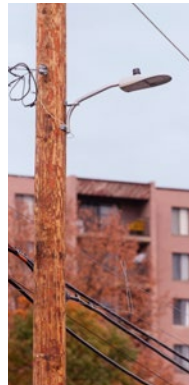
Direct-bury pole with roadway luminaire



DTE Post Code 70/72 & 80/82: 30' or 40' black or silver single arm fiberglass direct bury post with breakaway base.



DTE Post Code 87: 28.75' black or silver dual Davit arm steel post mounted to concrete foundation-engineered to allow receptacles.



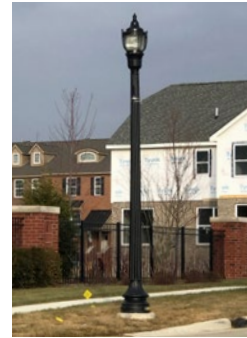
DTE Wood Poles: Existing distribution poles or new 30' wood poles

Decorative Post Options

Often used in downtown streetscapes, historic districts, subdivision lighting, walkways and parks, these lighting options help provide the desired look and feel for the intended space.

These decorative posts are offered in a variety of designs and colors, ranging between 12 - 14'. According to customer preferences, they can be constructed of various materials including aluminum, steel, concrete and fiberglass.

DTE provides a variety of options for flexibility during installations that include direct embedded posts and anchor base posts that can be mounted to standard or high-band concrete foundations.



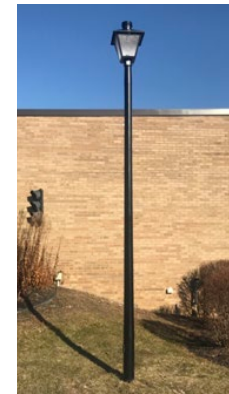
DTE Post Code 16: 12' or 14' black fiberglass post with concrete foundation. Engineered to support decorative dual lum brackets and receptacles.



DTE Post Code 12 & 14: 12' or 14' black aluminum post. Direct bury or concrete foundation options available. Engineered to support banner arms and receptacles.



DTE Post Code 15: 13' black or salt & pepper concrete direct bury post. Engineered with provisions for banner arms and receptacles.



DTE Post Code 95: 14' black fiberglass direct bury post.

Sherman & Sherman, P.C.

30700 Telegraph Road, Suite 3420
 Bingham Farms, MI 48025-4590
 (248) 540-3366 Telephone
 (248) 540-5959 Fax

Larry H. Sherman
 Jeffrey A. Sherman
 Tim Burns

September 22, 2023

VIA EMAIL ONLY

Mayor Roslyn Grafstein
 and Members of the City Council
 City of Madison Heights
 300 West Thirteen Mile Road
 Madison Heights, MI 48071

Re: Proposed Code of Ordinances Amendments for Medical Marihuana Facilities and Marihuana Establishments License Requirements

Dear Mayor Grafstein and Members of City Council:

In accordance with Council's motion to approve the recommendation of MMRMA special counsel Andrea Pike regarding resolution of litigation in the matters of *Artic Fox LLC vs City of Madison Heights* and *305 N. Euclid LLC vs City of Madison Heights*, please find attached two ordinance amendments for your review to be presented for first reading at your September 26th meeting. If Council approves first reading, second reading is scheduled for your October 23, 2023 meeting.

The first amendment revises Article XVI MEDICAL MARIHUANA FACILITIES Section 7-305(d) License Requirements to adjust the number of medical marihuana facility licenses for Grower – Class C, Processor and Provisioning Center from three (3) to five (5). The revision also clarifies that if a license is vacated or revoked that the City is not required to re-issue such license to an alternate party. It would be at Councils discretion to leave that license open indefinitely or seek applicants for it.

The second amendment revises Article XVII MARIHUANA ESTABLISHMENTS Section 7-405(e) License Requirements to adjust the number of adult use recreational marihuana establishment licenses for Processor and Retailer from three (3) to five (5). Additionally, Class C Grow licenses would be modified from fifteen (15) to twenty-five (25). The previously mentioned clarification language related to the vacating or revoking of licenses is also included for Marihuana establishment licenses in this amendment.

Revisions to the Green Zone Map regarding the allowable locations for marihuana licensees within the City are planned to be addressed after Second Reading of the ordinance amendments via a separate authorizing resolution.

If you have any questions concerning these proposed amendments do not hesitate to contact the City Attorney's office.

Sincerely yours,

SHERMAN & SHERMAN P.C.

Tim Burns
 Assistant City Attorney

**CITY OF MADISON HEIGHTS
ORDINANCE NO. 2196**

An ordinance to amend ordinance 571 being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 7, Article XVI, Sec. 7-305 (d) to adopt a new Section relating to Medical Marihuana License Requirements to insure the public health, safety, and welfare.

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

The existing section 7-305 (d) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES

ARTICLE XVI – MEDICAL MARIHUANA FACILITIES

Sec. 7-305. – License requirements.

(d) *Number of licenses.* The city has limited the number of medical *marihuana* facility licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city medical *marihuana* facility licenses; however, in the event of a voluntary nonrenewal or a revocation of a medical *marihuana* facility license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city medical *marihuana* facility license allowed by the city shall be as follows:

Type of Facility	Number of Licenses
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (1,500 plants)	5
Marihuana Processor	5
Marihuana Secure Transporter	4
Marihuana Safety Compliance Facility	4
Marihuana Retailer	5

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.

Sherman & Sherman, P.C.

30700 Telegraph Road, Suite 3420
 Bingham Farms, MI 48025-4590
 (248) 540-3366 Telephone
 (248) 540-5959 Fax

Larry H. Sherman
 Jeffrey A. Sherman
 Tim Burns

September 22, 2023

VIA EMAIL ONLY

Mayor Roslyn Grafstein
 and Members of the City Council
 City of Madison Heights
 300 West Thirteen Mile Road
 Madison Heights, MI 48071

Re: Proposed Code of Ordinances Amendments for Medical Marihuana Facilities and Marihuana Establishments License Requirements

Dear Mayor Grafstein and Members of City Council:

In accordance with Council's motion to approve the recommendation of MMRMA special counsel Andrea Pike regarding resolution of litigation in the matters of *Artic Fox LLC vs City of Madison Heights* and *305 N. Euclid LLC vs City of Madison Heights*, please find attached two ordinance amendments for your review to be presented for first reading at your September 26th meeting. If Council approves first reading, second reading is scheduled for your October 23, 2023 meeting.

The first amendment revises Article XVI MEDICAL MARIHUANA FACILITIES Section 7-305(d) License Requirements to adjust the number of medical marihuana facility licenses for Grower – Class C, Processor and Provisioning Center from three (3) to five (5). The revision also clarifies that if a license is vacated or revoked that the City is not required to re-issue such license to an alternate party. It would be at Councils discretion to leave that license open indefinitely or seek applicants for it.

The second amendment revises Article XVII MARIHUANA ESTABLISHMENTS Section 7-405(e) License Requirements to adjust the number of adult use recreational marihuana establishment licenses for Processor and Retailer from three (3) to five (5). Additionally, Class C Grow licenses would be modified from fifteen (15) to twenty-five (25). The previously mentioned clarification language related to the vacating or revoking of licenses is also included for Marihuana establishment licenses in this amendment.

Revisions to the Green Zone Map regarding the allowable locations for marihuana licensees within the City are planned to be addressed after Second Reading of the ordinance amendments via a separate authorizing resolution.

If you have any questions concerning these proposed amendments do not hesitate to contact the City Attorney's office.

Sincerely yours,

SHERMAN & SHERMAN P.C.

Tim Burns
 Assistant City Attorney

**CITY OF MADISON HEIGHTS
ORDINANCE NO. 2197**

An ordinance to amend ordinance 571 being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 7, Article XVI, Sec. 7-405 (e) to adopt a new Section relating to Medical Marihuana License Requirements to insure the public health, safety, and welfare.

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

The existing section 7-405 (e) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES

ARTICLE XVI – MARIHUANA ESTABLISHMENTS

Sec. 7-405. – License requirements.

(e) *Number of licenses.* The city has limited the number of *marihuana* establishment licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city *marihuana* establishment license; however, in the event of a voluntary nonrenewal or a revocation of a *marihuana* establishment license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city *marihuana* establishment license allowed by the city shall be as follows:

Type of Facility	Number of Licenses
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (2,000 plants) (Stacked up to 5 per each Marihuana Retailer location)	25
Marihuana Processor	5
Marihuana Secure Transporter	4
Marihuana Safety Compliance Facility	4
Marihuana Retailer	5

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.