



**CITY OF MADISON HEIGHTS**  
**CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**SEPTEMBER 11, 2023 AT 7:30 PM**

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**CALL TO ORDER**

**ROLL CALL**

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

**APPROVAL OF THE AGENDA:**

- [1.](#) Additions/Deletions

**PRESENTATIONS**

- [2.](#) Director of Public Services - 2023 Summer Beautification Awards
- [3.](#) Presentation National Preparedness Month

**PUBLIC HEARINGS:**

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

**MEETING OPEN TO THE PUBLIC:**

**CONSENT AGENDA:**

- [4.](#) City Council Special Meeting Minutes of August 28, 2023
- [5.](#) City Council Regular Meeting Minutes of August 28, 2023
- [6.](#) City Council Special Meeting Minutes of August 30, 2023
- [7.](#) Director of Public Services - FY 2024 SMART Municipal and Community Credits Contract Resolution

**COMMUNICATIONS:**

**REPORTS:**

- [8.](#) Finance Director - Contract for Assessing Services with Oakland County, 2-year agreement.
- [9.](#) Finance Director - Accelerated Tax Foreclosure Resolution

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

- [10.](#) Purchasing Coordinator - Custodial Services Contract Award

**ORDINANCES:**

**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](mailto:clerks@madison-heights.org)

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

DATE: September 6, 2023

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, September 11, 2023

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The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, September 11, 2023.

**PRESENTATIONS:**

**2023 SUMMER BEAUTIFICATION AWARDS**

Department of Public Services Director Sean Ballantine has requested time to make a presentation of all the nominations and awards for the 2023 Summer Beautification Awards. This year's first and second-place winners are 29068 Fournier and 28305 Brush, respectively.

**OAKLAND COUNTY NATIONAL PREPAREDNESS MONTH**

In honor of National Preparedness Month, Mike Looper, an Emergency Management Specialist with Oakland County Emergency Management, will be making a 15-20-minute presentation. In addition, he will be setting up a table at the entrance to the Council Chambers with information for residents.

**REPORTS:**

**ASSESSING SERVICES CONTRACT – OAKLAND COUNTY EQUALIZATION**

Since July 2011, the City of Madison Heights has contracted assessing services to Oakland County Equalization. The current agreement expired on June 30, 2023, and Oakland County Equalization is proposing a renewal contract for a 2-year term. This proposed renewal is essentially the same as the current contract except for a 4% per parcel increase. This is in line with the proposal given to all other communities that contract with Oakland County for these services.

The fiscal year 2024 budget was approved in the amount of \$213,309; the anticipated cost of this proposal totals \$221,779 for fiscal year 2024 and \$230,630 for fiscal year 2025. Therefore, a Budget Amendment in the amount of \$8,470 is also being requested for 101-257-818-0000 for the current fiscal year 2024 budget.

**ACCELERATED TAX FORECLOSURE RESOLUTION**

The "Certification of Abandoned Property for Accelerated Forfeiture Act" (MCL 211.961) allows for property with delinquent taxes and is certified abandoned by the local governing body to enter an accelerated foreclosure process in which the County Treasurer's Office can foreclose on the property 1-year earlier than the regular 3-year foreclosure process. Accelerating the tax foreclosure process is a useful tool to expedite removing abandoned property and reduce blight. A resolution for

certification of abandoned property for accelerated forfeiture act is included for your review and approval consideration.

Staff recommends that the Council approve the Certification of Abandoned Property for Accelerated Forfeiture Act resolution.

### BID AWARDS/PURCHASE

Madison Heights has renewed the custodial contracts with its current contractors, Giant Janitorial and RoadRunr Maintenance, for services at various City buildings at the same unit pricing since 2012, a cost containment measure that was a benefit to the City during that time span. With the completion of the new construction at Civic Center Complex, and the resulting changes in square footage, flooring materials, and number of sanitary facilities, staff determined that it would be in the City's best interest to solicit new proposals for custodial services. Therefore, staff prepared Request for Proposal including custodial specifications for City Hall, Active Adult Center, Library, 43rd District Court, Police Department, and Department of Public Services buildings. Out of the one hundred seventy-seven (177) vendors who were emailed a notice regarding this opportunity, forty-one (41) companies downloaded the detailed specifications, and ten (10) vendors attended the mandatory walkthrough resulting in seven (7) proposals being received.

We are currently operating under a month-to-month agreement with our current providers. The new initial contract term for custodial services is targeted for October 1, 2023, through June 30, 2025. The low apparent bidder for all buildings is Du-All Cleaning Inc. out of Sterling Heights, with a projected annual cost of \$234,066.72 for all buildings. The City subtracted an estimated amount for expendable supplies to confirm that the pricing would provide for adequate services and competitive wages, which would be greater than minimum wage and in line with area market conditions.

After reviewing the bid and speaking with a representative of Du-All it confirmed that Du-All would be able to have staff available to be fingerprinted and cleared, as well as sufficient supplies to take over the contracts for all listed buildings effective October 1st. We also checked references for Du-All with Royal Oak Police Department, City of Roseville Public Services and Shelby Township general offices. Each provided positive feedback.

Therefore, staff and I would respectfully recommend that the custodial contract be awarded 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. Staff and I would request Council 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. Staff would also respectfully request that Council 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. This initial contract award will require a budget amendment of \$40,242. Should any subsequent increases due to expendable product increases, wage increases, or reassignment of individual building contracts reach Council threshold of \$15,000, approximately 6.4% of the total contract, staff will submit an additional agenda item for review and approval.





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 9/11/23

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

**AGENDA ITEM CONTENT:** DPS - 2023 Summer Beautification Awards

**AGENDA ITEM SECTION:** Presentations

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Presentation of the 2023 Summer Beautification Awards

**RECOMMENDATION:**

This year's first and second place winners are 29068 Fournier, and 28305 Brush, respectively. The DPS Director requests time to make a brief award presentation and play a short PowerPoint slide show of the winners and nominees outstanding displays.

# CERTIFICATE OF APPRECIATION

Item 2.

**WHEREAS**, the Holiday Light and Summer Beautification Award programs provide recognition of and incentive for pride in the City of Madison Heights; and,

**WHEREAS**, attractive, well-maintained landscaping and horticultural beauty improve our City's overall appearance and provide a sense of civic pride and community involvement; and,

**WHEREAS**, the Beautification Committee consists of the Active Adult Advisory Board and DPS supervisory staff; and,

**WHEREAS**, on the afternoon of July 25, 2023, the Beautification Committee viewed many well landscaped and beautifully maintained homes throughout the City; and,

**WHEREAS**, the effort put forth by all Madison Heights' residents and businesses to make our City beautiful does not go unnoticed or unappreciated in the City of Progress.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council extend their heartfelt thanks and gratitude to the 2023 Beautification Award First Place winners

**Mark and Linda Lenart  
29068 Fournier**

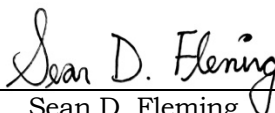
for maintaining a beautiful home, and extend this certificate as a symbol of our appreciation for their civic-minded contributions to the City of Madison Heights.



Roslyn Grafstein  
Mayor



Toya D. Aaron  
Councilwoman



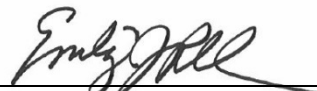
Sean D. Fleming  
Councilman



David M. Soltis  
Councilman



Mark A. Bliss  
Mayor Pro-Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor

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**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council extend their heartfelt thanks and gratitude to the 2023 Beautification Award Second Place winner

**James and Mary Ann Simmons**  
**28305 Brush**

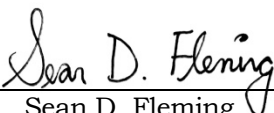
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Roslyn Grafstein  
Mayor



Toya Aaron  
Councilwoman




Sean D. Fleming  
Councilman



David M. Soltis  
Councilman



Mark Bliss  
Mayor Pro-Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor

# 2023 Beautification Awards



## City of Madison Heights

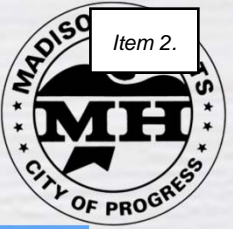
Active Adult Advisory Board

Active Adult Center

Department of Public Services



# 29068 Fournier





28305

Brush





# 873 E. Rowland





# 29651 Sherry





# 30730 Alger





# 27876 Wrenson





# 1199 E. Brockton





# 27026 Alger





# 30704 Winthrop





# 1209 Moulin





# 27805 Brush







# Congratulations to All Nominees!

**29068 Fournier  
28305 Brush  
873 E. Rowland  
29651 Sherry  
30730 Alger  
27876 Wrenson  
1199 E. Brockton  
27026 Alger  
30704 Winthrop  
1209 Moulin  
27805 Brush**

**And honorable mentions to countless businesses in the  
Madison Heights Downtown Development Authority!**





# Congratulations to All Nominees!

**The Active Adult Center and  
the Department of Public  
Services will be accepting  
nominations for the 2023  
Holiday Decoration Awards  
until December 12**

**Thank you!**





# NATIONAL PREPAREDNESS MONTH BRIEFING

City of Madison Heights  
September 2023





# INTRODUCTION

- Overview of Emergency Management and Homeland Security
- Emergency Preparedness is everyone's responsibility – Whole Community Approach
- Vigilance and Resiliency

**Mike Loper**, PEM, MEP

Emergency Management Specialist

Oakland County Emergency Management

**248-858-5300**

[loperm@oakgov.com](mailto:loperm@oakgov.com)

[www.oakgov.com/emergency-management](http://www.oakgov.com/emergency-management)



# September is National Preparedness Month

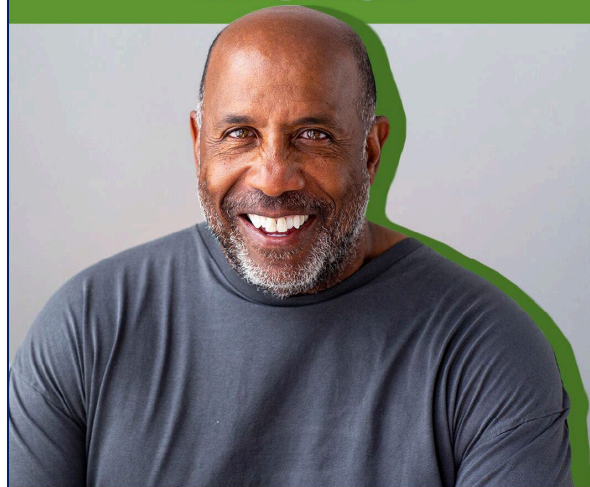
Item 3.

**2023**  
**National**  
**Preparedness**  
**Month**



**Ready** 

**2023**  
**National**  
**Preparedness**  
**Month**



**Ready** 

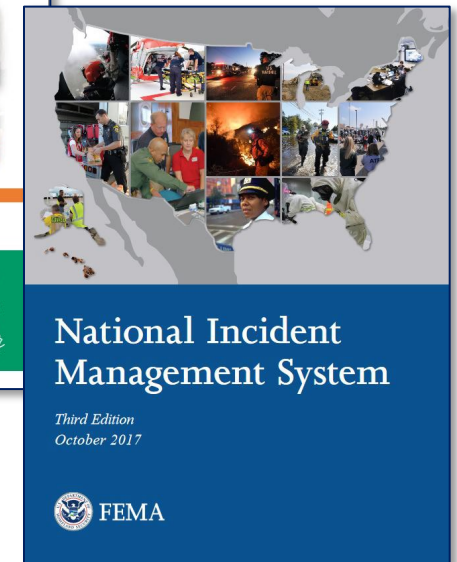
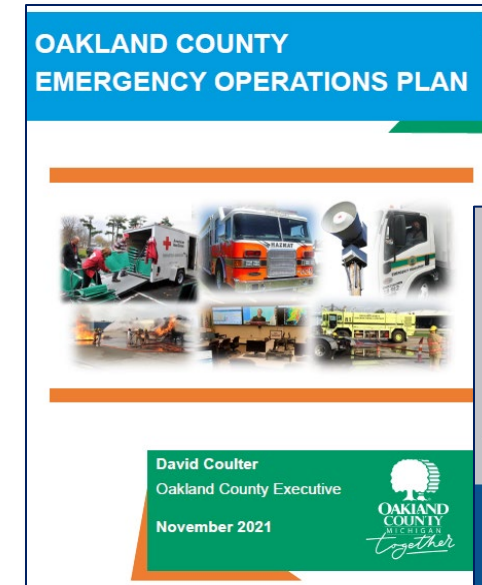
**2023**  
**National**  
**Preparedness**  
**Month**



**Ready** 

# EMERGENCY MANAGEMENT

- Michigan Public Act 390 of 1976, as amended
- Local (City & County) – State – Federal
- Governor / Michigan State Police EMHSD
- County EOC – SEOC – DHS / FEMA
- Private Sector / NGOs, VOADs, PNPs
- Emergency Operations Plan (EOP)
- Local EOP Support Plans
- National Incident Management System (NIMS) – Multi-Agency Coordination, Incident Command System (ICS)
- Declared State of Emergency / Disaster
- PA & IA, Hazard Mitigation Grants



# UNDERSTAND HAZARDS AND THREATS

- Tornado, High Winds, Severe Thunderstorms
- Flooding
- Severe Winter Weather (Snow, Ice)
- Extreme Heat, Extreme Cold
- Public Health Emergency (Pandemic)
- Power Outage
- Fire (includes wildfires, conflagration)
- HAZMAT (Fixed Site, Transportation)
- Terrorism (CBRNE)
- Active Assailant / Mass Casualty Incident
- Cyber Attack



# PHASES OR CYCLE; ACTION STEPS

- Preparedness, Prevention, Protection
- Mitigation
- Response (MHPD, MHFD, special teams, mutual aid)
- Recovery
- All-Hazards, specific hazards
- Have a Plan, have a Kit (supplies), have a Communication Plan (include staying informed), practice the plan (conduct drills)
- Shelter-in-Place vs Evacuation
- Warning Sirens, IPAWS / EAS / WEA
- Social Media



# PREPARE TO STAY OR GO (72+ Hours)



**FEMA**

**PREPARE NOW****LEARN HOW**



**Be prepared for a power outage by having enough food, water, & meds to last for at least 72 hours.**



**CREATE YOUR EMERGENCY SUPPLIES KIT TODAY.**

# OAKALERT

## GET EMERGENCY NOTIFICATIONS FOR CRITICAL INCIDENTS IN OAKLAND COUNTY

Visit [OakGov.com/emergency-management](https://OakGov.com/emergency-management)  
or use the camera on your phone to scan the  
QR code for more information.

It takes just 90 seconds to register and could be the difference  
in how you face the next emergency.



OakAlert powered by  
OnSolve CodeRED







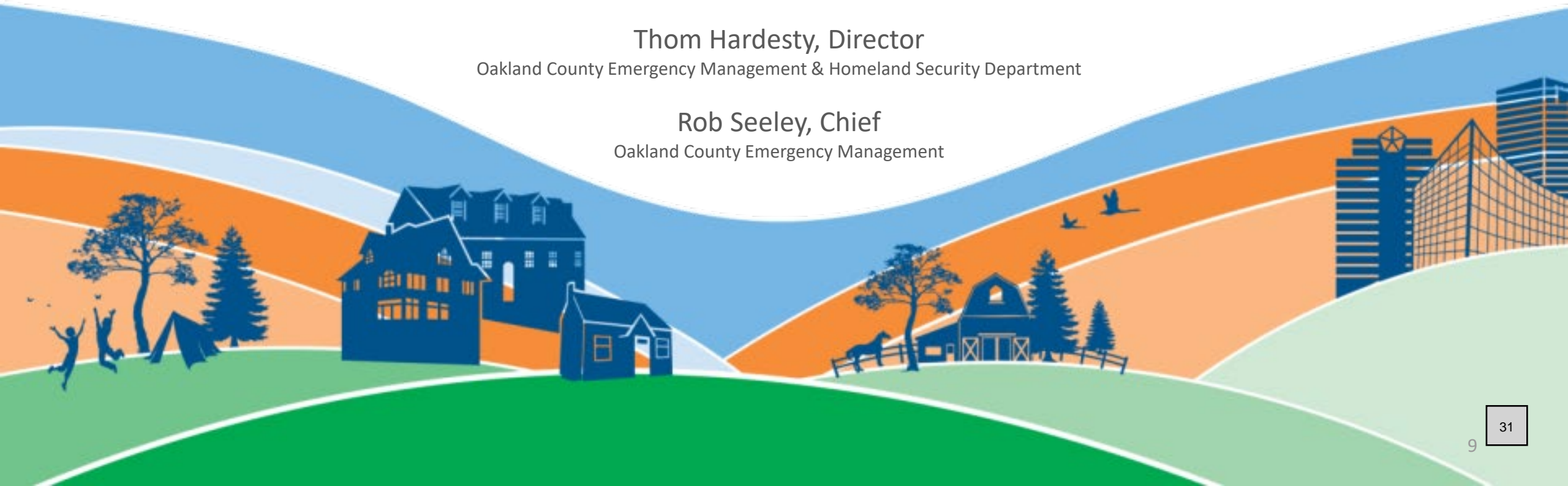
**Oakland County**  
**Emergency Management**  
**248-858-5300** (EOC, 24/7)  
**oakeoc@oakgov.com**  
**oakgov.com/emergency-management**

**Thank You!**

**Be Safe, Be Prepared,  
Be Resilient!**

**Thom Hardesty, Director**  
Oakland County Emergency Management & Homeland Security Department

**Rob Seeley, Chief**  
Oakland County Emergency Management



City Council Special Meeting  
Madison Heights, Michigan  
August 28, 2023

A City Council Special Meeting was held on Monday, August 28, 2023 at 6:30 PM at City Hall  
Executive Conference Room - 300 W. 13 Mile Road

**PRESENT**

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

**ABSENT**

Councilman David Soltis

**ALSO PRESENT**

City Manager Melissa Marsh  
City Attorney Larry Sherman  
Special Legal Counsel Andrea Pike  
City Clerk Cheryl Rottmann  
Community and Economic Development Director Giles Tucker  
City Planner Matt Lonnerstater

**CCM-23-207. Excuse Councilmember.**

Motion to excuse Councilman Soltis from tonight's meeting.

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

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

Absent: Councilman Soltis

Motion carried.

**MEETING OPEN TO THE PUBLIC:**

There were no members of the public wishing to speak.

**CMM-23-208. 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 to enter Closed session at 6:32 p.m. 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.

Roll Call Vote:

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

Absent: Councilman Soltis

Motion carried.

**ADJOURNMENT:**

Having no further business, Mayor Grafstein adjourned the meeting at 7:26 p.m.

City Council Regular Meeting  
Madison Heights, Michigan  
August 28, 2023

A City Council Regular Meeting was held on Monday, August 28, 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  
Councilor Quinn Wright

**ABSENT**

Councilman David Soltis

**OTHERS PRESENT**

City Manager Melissa Marsh  
City Attorney Larry Sherman  
City Clerk Cheryl Rottmann

**CM-23-209. Excuse Councilmember.**

Motion to excuse Councilman Soltis from today's meeting.

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, Councilor Wright

Absent: Councilman Soltis

Motion carried.

Councilor Wright gave the invocation and the Pledge of Allegiance followed.

**Proclamation - Patriot's Day and National Day of Service and Remembrance.**

City Manager Marsh stated that Council is proclaiming September 11, 2023, and each September 11 thereafter, as Patriot Day and National Day of Service and Remembrance, and calls upon all departments, schools, and businesses in the City to display the flag of the United States at half-staff on Patriot Day and National Day of Service and Remembrance in honor of the individuals who lost their lives on September 11, 2001.



**CM-23-210. Special Approval PSP 23-04 - Tommy's Car Wash [Active Adult Center] - 29448 John R Road.**

Mayor Grafstein opened the public hearing at 7:37 p.m.

Loren Clift, resident, is opposed to turning the area into a car wash.

William Gershenson, developer, stated that his experience with Madison Heights has been fruitful; he developed Kmart, BJ's Wholesale and the rest of the shopping center and is continuing to develop the shopping experience in the City. His headquarters are in Madison Heights, and the opportunity to do another project is a privilege. This project is complicated; the site sits next to the SOCCRA station and makes development of the property difficult. The soils are contaminated, and this also poses challenges because residential and multi-family developments are not an opportunity at this location. It is currently zoned light industrial. The rear access to adjacent community will be maintained and will remain. He understands that variances are necessary to obtain for continuation of the project, and in terms of trees, we will be replanting trees that they are taking down. He noted that any development would require removal of trees. He stated that he understands the uncomfortableness with the proposed use, but the proposal is a best-in class car wash facility. He stated that it is not uncommon to have several car washes in a community. They are trying to do the best development they can on this property and one fitting into the community. If you have suggestions on how to make the plans better, they are open minded to suggestions.

Steve Gunn, owner of Wash Pointe car wash, asked if a planned unit development was sought after at any point? He noted that the ten-year master plan has this area as a recreational area and the current M-1 zoning doesn't fit a B-3 zoning criteria. He asked if any traffic studies from MDOT have been done at this site. He noted that Tommy's car wash processes up to 2000 cars a day, in addition to the proposed drive-thru restaurant that may increase the number of vehicles by another 500 per day. He stated that there is also a bus stop in front of proposed development. He referenced a memo dated August 16<sup>th</sup> with 7 items to be considered including being zoned light industrial, which is meant to be for other uses with low traffic patterns, possible remediation, and other options including green space and/or recreational use. He stated that the Master Plan deems this area as a park and asked why we need an additional car wash. He concluded by noting there also are other proposed sites for car washes nearby in Troy and Warren. This area is saturated with car washes and asked Council to consider these points.

Martha Covert, resident, asked about the memorial trees that are going to be removed. She asked if families have a say of where their memorial is going to go.

Jessica Tutt, resident, stated that she is a Madison Heights Veteran's Service Officer, and she was hoping to turn the former Active Adult Center into a location where our kids and veterans can go. If we are doing something for community, we can clean it up.

Steve Gunn, Wash Pointe car wash, noted when they located in the City in 2004, there used to be a car wash where the Texas Roadhouse is. Their establishment filled the void and didn't saturate the market; this proposal doesn't work well for anyone. How many car washes do we really need.

Resident 1 (no name given) stated that when you google car washes in the area, we are over saturated. None of them are over utilized. This could be a park, rezoned for small walkable

coffee shop while incorporating wildlife, or many other options that could bring the community together. We are living in an era that people are torn apart, and we could have a use that could bring people together. A car wash that produces a lot of rainwater runoff and emissions would be wasteful and have negative impact on the environment. Consider what kind of place we want to live in the future; something that we can all benefit from. One of the goals of this Council is more beautification, and this would undo a lot of that progress.

Donna Dalling, resident, stated that she has volunteered at AAC for over 30 years, and while she is not against improvements, we need another car wash like we need a hole in our head. She added the trees that are dedicated mean a lot to the people who put them there.

Rachel Isbell, resident, stated that she thinks the City is falling apart, but to take out the trees for a car wash? we do not need another car wash. Why do we need more car washes in our climate?

Brian Wacoal, resident, stated that there are 48 memorialized trees and 28 of them will be in the redevelopment area. The plaque isn't the memorial, the memorial is the tree. He asked if there are any remains on the memorial sites. He read two of the memorial plaques from the site. He concurred with other comments, and stated that some of the trees date back to the 70's. He asked if the donators were given any sort of contracts or are they notified of their rights?

Resident 2 (no name given) agrees with other comments. There should be another use such as for the veterans and or developed for something else. This proposal is not increasing living space, not increasing the number of homes, just increasing traffic.

Seeing no one further wishing to speak, Mayor Grafstein closed the public hearing at 8:06 p.m.

In response to Mayor Pro Tem Bliss, City Manager Marsh stated that the City is aware of the memorial tree issue at the Active Adult Center, Library and City Hall due to the Civic Center construction project. The City is having a memorial garden designed next to the Library, along with a memorial patio, which will be a peaceful place to reflect. Unfortunately, there are not spots for another 50 trees at the Civic Center complex. She added that the memorial garden monuments are currently being custom built. Mayor Pro Tem Bliss stated that the trees are significant to him as well, and he sympathizes with the audience comments, as he has a memorial tree as well.

City Manager Marsh noted that ashes are not permitted to be buried by the tree; but when a memorial tree is purchased, the legal agreement is that the City can replace tree or remove it should it become necessary. The original point of the memorial tree project was to have more trees in the City and residents could sponsor trees. City Manager Marsh continued that while construction would result in the removal of some trees, the City does have development standards and the developer will have to replace trees; albeit they will not be memorial trees.

Councilor Rohrbach noted that the City has done a ton of planting to populate the tree canopy, and she understands the emotional aspect of the removal. City Council is aggressively working on trees and sustainability in the City, and it would be a real shame to cut them down, but this is not the only factor we have to consider.

Mayor Grafstein commented that if the senior center wasn't falling apart this wouldn't be an issue. If someone wanted to redevelop the Active Adult Center site for another use, most



likely some trees would have to be removed. She continued that when the City initially started our discussion on redevelopment, it was her thought to put some lofts, condos, and coffee shops; however, we can't make a developer come and put in what we want. Mayor Grafstein stated that the development discussion has been ongoing for a year.

In response to Mayor Pro Tem Bliss, City Manager Marsh gave an overview of the history and process of why the Active Adult Center was sold. City Manager Marsh noted that in 2018, City Council had its first strategic planning session and she asked to do a feasibility study of Active Adult Center, Library and City Hall and compare the cost to building new versus renovating. The cost to fix the existing facilities came back at \$15 million dollars; the Active Adult Center has severe building issues, including the foundation is sinking. The cost to build a new Active Adult Center and renovate City Hall and the Library was estimated to be \$11 million. The cost increased to \$14.2 million due to inflation and the addition of renovating Fire Station 2 being added to the project. The Active Adult Center property sold for \$1.8 million and helped fund part of the Civic Center project. City Manager Marsh further explained how the City utilized phase funding for the project and where the money was obtained from, including several grants. She stated that the Grand Opening is scheduled for October 18<sup>th</sup>, and the project is under budget and on time. Without the sale of this property, we would have to come up with \$1.8 million dollars to replace funding that part of the project.

Motion to approve Special Approval PSP 23-04 for Tommy's Car Wash (Active Adult Center) located at 29448 John R Road the proposed use as follows:

1. The applicant requests special use approval for an auto wash use at 29448 John R Road under Section 10.329(4), "Other uses of a similar and no more objectionable character[...]."
2. The subject site is zoned M-1, light Industrial, which is intended to provide areas to accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district. The proposed auto wash is consistent with the intent of the M-1 zoning district and is compatible with and is no more objectionable than principal uses permitted in the M-1 zoning district.
3. The subject site is in the vicinity of properties improved with light industrial, warehousing, self-storage, and auto repair use, is adjacent to recreational uses, and is across John R Road from retail uses. The proposed auto wash is compatible with adjacent land uses.
4. The proposed use is consistent with the site's "Mixed Use Innovation" future land use designation and is aligned with the goals and objectives stated in the 2021 Madison Heights Master Plan relating to community character, commercial & industrial development, and transportation networks.
5. The applicant has demonstrated a need for the proposed use in the specified area of the city.
6. The proposed use does satisfy the use-specific requirements for auto washes listed in Section 10.326(8). The applicant acknowledges the need to apply to the ZBA for several variances from the specific-use standards of Section 10.326(8).
7. Based on the above findings, the proposed use does generally satisfy/satisfies the special use approval review standards and criteria listed in Section 10.201(4).

And to further approve the following conditions:

1. Resolve site plan deficiencies relating to the chain link fence and outdoor self-service vacuum bays or seek the appropriate variances from the Zoning Board of Appeals.
2. The Landscape Plan and Building Elevations submitted with the site plan package shall be substantially consistent with the preliminary plans submitted with this special use application, with the exception of any required modifications placed as conditions of approval.

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

Councilwoman Aaron stated that she has been advocating for a youth center since running for Council, however, when you look at contaminated ground, do we want to use a contaminated parcel? The City is updating MacGilvray park to be multigenerational, and she stated that she initially voted against the car wash; however, while it is disturbing to remove trees, when we look at developing the Active Adult Center property, whatever it will be, trees will be removed. We do not want the City to lose \$1.8 million and/or have vacant land. We need to develop the property and allow the City to grow. She stated that she wants to see everything everyone has suggested, and she wants Madison Heights to be a City that is growing. Will building another car wash bring competition? It most certainly will.

City Attorney Sherman noted that the City Manager did an excellent explanation and overview of the project and noted that the City is looking at a bigger picture. The project has created a renovated City Hall, Library, Fire Station, and a new Active Adult Center. The Active Adult Center could not be renovated due to the condition. There is a restaurant being proposed and there are ingress and egress issues at the site as well. This is part of the process of considering the Special Land Use. The property has been under contract for a long time and there are hoops that must be jumped through and hopefully that a bigger goal of the City may be accomplished should the development go forward.

Councilor Rohrbach noted that when looking at the overall site plan, she explained the property proposal includes maintaining the walkway and calls for the removal of existing parking area and reseeded this area. The City can't choose who purchases the land. We don't love the idea of a car wash, we have had discussions on what we would like, but it is private property, and they want to use the property to make money and we have no control over that. There are too many car washes, but we can't control private development only to a certain level. The project ideas brought forth today are great, but a private developer must make those choices.

Mayor Pro Tem Bliss thanked everyone for coming out. He stated that he thinks that this proposal is terrible, and it seems to be the thing that keeps coming to the City. When we first underwent this project, we had detailed discussions at the Planning level, and we wanted to have a mixed-use and businesses. We've had the sale, and the purchasers have done their due diligence and it doesn't necessarily shock him on how bad the reports came back. Not a single person wants to have a car wash, but we are in a tough predicament. He stated that he is not happy about it, but this is the reality of the site and the difficulty of building on it.



Mayor Grafstein stated that she also had grand plans for the redevelopment as well. When she initially heard about the car wash, she said no. This is one of the times you must put your head above your heart. If we don't do this, we will be forced to use tax revenue that we can put towards other projects. If we don't do this, we will have to come up with the \$2 million dollars for the project. This is a hard choice that is best for long-term. She stated that she will be voting yes. because it is best for the City.

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

Absent: Councilman Soltis

Motion carried.

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

There were no members of the public wishing to speak.

### **CONSENT AGENDA:**

Motion to approve the Consent Agenda as read.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

### **CM-23-211. Martha Kehoe - Resignation from the Zoning Board of Appeals.**

Motion to accept the resignation of Martha Kehoe from the Zoning Board of Appeals and declare the seat vacant and send her a certificate of recognition for her service.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

### **CM-23-212. Special City Council Meeting Minutes of August 14, 2023.**

Motion to approve the Special City Council Meeting minutes of August 14, 2023, as printed.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

**CM-23-213. Regular City Council Meeting Minutes of August 14, 2023.**

Motion to approve the Regular City Council Meeting minutes of August 14, 2023, as printed.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

**BOARDS AND COMMISSION APPOINTMENTS:**

Each board liaison gave a brief review of the activities of the boards they are serving on as Council Representative.

**CM-23-214. Active Adult Center Advisory Board.**

Motion to approve the appointment of Francis Smith to the Active Adult Center Advisory Board for a Regular term to expire 8/31/26.

Motion made by Councilor Wright, Seconded by Councilman Fleming.

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

Absent: Councilman Soltis

Motion carried.

**CM-23-215. Arts Board.**

Motion to appoint the following to the Arts Board:

Michael Covert, Regular term, expires 8/31/26

Sue Popp, Alternate term, expires 8/31/26

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

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

Absent: Councilman Soltis

Motion carried.



**CM-23-216. Construction Board of Appeals.**

Motion to appoint Del Loranger to the Construction Board of Appeals for a Regular term to expire 8/31/25.

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, Councilor Wright

Absent: Councilman Soltis

Motion carried.

**CM-23-217. Crime Commission.**

Motion to confirm the Mayor's appointments to the Crime Commission, as follows:

Beth Scott, Regular term, expires 8/31/26

Alexandra Iaquinto, Regular term, expires 8/31/26

Peg Marentette, Regular term, expires 8/31/26

Jeffrey Hilliard, Alternate term, expires 8/31/26

Motion made by Councilman Fleming, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

**CM-23-218. Elected Officials Compensation Commission.**

Motion to appoint Salisa Fortune-Heiligh to the Election Officials Compensation Commission to a Regular term to expire 8/31/30.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

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

Absent: Councilman Soltis

Motion carried.

**CM-23-219. Historical Commission.**

Motion to appoint the following to the Historical Commission:

Martha Covert, Regular term, expires 2/28/26

Jason Kowalski, Regular term, expires 2/28/26

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

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

Absent: Councilman Soltis

Motion carried.

**CM-23-220. Human Relations and Equity Commission.**

Motion to appoint the following to the Human Relations and Equity Commission:

Nicole Fox, Regular term, expires 8/31/25

Sydney Larry, Regular term, expires 8/31/25

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

Discussion followed on the need to be cognizant of all denominational holidays when scheduling special events or meetings.

**CM-23-221. Information Technology Advisory Committee.**

Motion to appoint the Paul Timmins to the Information Technology Advisory Committee for a Regular term expiring 2/28/26.

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

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

Absent: Councilman Soltis

Motion carried.

**CM-23-222. Library Advisory Board.**

Motion to appoint the following to the Library Advisory Board:

Amanda May, Regular term, expiring 8/31/25

Jeffrey Scott, Regular term, expiring 8/31/25

Jennifer Nagle, Regular term, expiring 8/31/25

Rebecca Hill, Regular term, expiring 8/31/25

Nicholas Cobb, Alternate term, expiring 8/31/25



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, Councilor Wright

Absent: Councilman Soltis

Motion carried.

**CM-23-223. Parks and Recreation Advisory Board.**

Motion to confirm the Mayor's appointments to the Parks and Recreation Advisory Board,  
as follows:

Lisa Wright, Regular term, expiring 2/28/25

Anthony Klepacki, Regular term, expiring 2/28/25

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming

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

Absent: Councilman Soltis

Motion carried.

**CM-23-224. Planning Commission.**

Motion to confirm the Mayor's appointments to the Planning Commission, as follows:

Eric Graettinger, Regular term, expiring 8/31/26

Grant Sylvester, Regular term, expiring 8/31/26

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

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

Absent: Councilman Soltis

Motion carried.

**CM-23-225. Zoning Board of Appeals.**

Motion to appoint Cassandra Barragan to the Zoning Board of Appeals for a Regular term  
to expire 2/28/24.

Motion made by Councilwoman Aaron, Seconded by Councilor Rohrbach.

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

Absent: Councilman Soltis

Motion carried.

**CM-23-226. Ordinance 2195, Prohibit Retail Pet Store Sales, First Reading.**

Motion to approve Ordinance 2195, Prohibit Retail Pet Store Sales, on First Reading and schedule a Second Reading for September 11, 2023.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Tim Burns noted there are a couple different versions of this ordinance being used in surrounding communities for the Council to consider.

In response to Councilor Rohrbach's question, Assistant City Attorney Burns stated the City does have one business that may be affected by this ordinance, but they do not sell the type of animals in this ordinance.

In response to Councilor Wright's question, Assistant City Attorney Burns confirmed that the ordinance would not affect the Human Society's operations.

In response to Councilman Fleming's question, Assistant City Attorney Burns answered that enforcement of the certificate of transfer would come down to receiving a complaint and Code Enforcement follow up. The ordinance does not permit off-site retail sales and transferring in the City.

Mayor Pro Tem Bliss stated that in the past, he has recommended that we adopt a task force to examine these type of animal issues and study possible consequences. He stated that he would like to see third party input such as from the Animal Welfare Society and Oakland County Animal Control prior to considering voting on this ordinance.

City Attorney Sherman noted that this type of ordinance was originated with the Washtenaw County Human Society input. He continued that while State law is currently being considered, the legislation hasn't progressed to Senate, and it contains a sunset provision.

Mayor Grafstein stated that she is voting no because this is something that the State is looking into and she supports Mayor Pro Bliss' idea to reach out to other partners for input.

Voting Yea: Councilor Rohrbach, Councilor Wright

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

Absent: Councilman Soltis

Motion failed 2-4.

**COUNCIL COMMENTS:**

Councilwoman Aaron stated that she is praying all the kids, students and staff have a safe and secure school year. She wished a Happy Anniversary to Martha and Michael Covert on their 30th Anniversary.



Mayor Pro Tem Bliss stated that he did a wedding today and the whole Council chamber was fuller than he has ever seen it before for a wedding. He wished a Happy Anniversary to the Coverts; thirty years takes a lot of work! We appreciate all the time that you both donate to the City. He stated that he is happy to be back and healthy after being out sick. He noted that he is thankful to those who put a lot of time and effort into the Off the Trail fundraiser and hopes that everyone comes out to the Trail Tunes on September 9th; more details are available on the Arts Board Facebook page. It is back to school time, and he is happy to see some of the changes that are happening, including putting an officer in the school. He noted that referring the proposed vacation of an easement back to the Planning Commission was the right thing for Council to do at the last meeting and it was appreciated. He stated that if Council can get input from partners on the puppy mill ordinance, then he could possibly be a yes vote. He asked that a resolution to our representative in Lansing on road funding beyond the I-75 project and expressing the need for additional construction due to the increase of wear and tear on local roads from increased traffic from the I-75 project.

Councilor Wright commented that Council had a good discussion on the Madison Motor and Smoke event, and he apologized for the date conflict, noting the HREC board need to be more considerate when choosing event dates. He continued that he believes there are a few bad actors on Council who are always opposed to whatever the HREC has proposed. He and the HREC want to work together and be inclusive; we can do better to work together. He concurred that getting more input on the puppy mill ordinance would be useful.

City Attorney Sherman announced that he has been blessed with two new granddaughters. Everyone is doing well, and he is feeling very blessed. He commented that with Martha Kehoe, you never have to guess what her position is on an issue. He wished her the best, a stated that she is truly a Madison Heights treasurer. Congratulations to the Coverts on their anniversary.

City Manager Marsh announced the grand opening of the Civic Center complex on September 18<sup>th</sup> at 5:30 p.m.

City Clerk Rottmann had no comments this evening.

Councilor Rohrbach wished everyone a happy first day of school to all those that celebrate, and happy birthday to her mom, Deborah Sheppard.

Councilman Fleming thanked Council for support for the Patriot's Day Proclamation. He stated that it means a lot as veteran, as a supporter of first responders, and to those that serve, have served, or will serve in the future. Thank you for all those that donated to the Trail Tunes fundraiser. He thanked Amori's Market for the basket that he won at the auction. He noted that the flashing light to stop for pedestrians at Barrington and 13 Mile has been changed by the Traffic Safety Committee to be active until 10 p.m. The Crime Commission and Police Department are holding the Harco and Friends Canine Demonstration on September 9th. He thanked the Jewish Historical Society for hosting the lecture and bus tour and for being great docents. The Oakland County Veterans and Community Resource event is September 19th from 9 AM to noon at City Hall.

Mayor Grafstein agreed that Marth Kehoe is a City treasure and along with Jean Linville, the McGillivray family, and Sean Fleming, she is one of the big reasons we have the Memorial Day Parade and she thanked her for everything she does for the City. The Madison Heights Community Coalition Back to School event was this past weekend and it was an impressive event. She noted

a lot of young families are moving here for our services and our schools. We recently had a house fire in the community, and this is why we did our millage MH a few years ago. She thanked the community for their support of public safety in the City and of the MH millage. This also helped fund some of the Fire Station No. 2 renovations. She invited the public to attend The Firefighters v. Police baseball game this Friday at Rosie's Park at 5:00 p.m. She stated that tonight's meeting was longer due to the appointments to boards and commissions and work plan reviews. She thanked Mayor Pro Tem Bliss for covering for her for the wedding today and at the upcoming Chinese Cultural Center Healthy Gardening Expo. She stated that she appreciates the diverse community that we have here in Madison Heights and how everyone makes her feel welcome. Please be careful it is Labor Day weekend. Our next City Council meeting is September 11th.

**ADJOURNMENT:**

Having no further business, Mayor Grafstein adjourned the meeting at 10:08 p.m.



City Council Special Meeting  
Madison Heights, Michigan  
August 30, 2023

A City Council Special Meeting was held on Monday, August 30, 2023, at 12:00 PM at City Council Chambers - 300 W. 13 Mile Road.

**PRESENT**

Mayor Roslyn Grafstein  
Mayor Pro Tem Bliss  
Councilor Emily Rohrbach  
Councilor Quinn Wright

**ABSENT**

Councilwoman Aaron  
Councilman Fleming  
Councilman Soltis

**OTHERS PRESENT**

City Manager Melissa Marsh  
City Attorney Larry Sherman  
Business Services Coordinator Mary Daley

**CM-23-227 Excuse Councilmembers.**

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Rohrbach.to excuse Councilwoman Aaron, Councilman Fleming, and Councilman Soltis from today's meeting.

Voting Yea: Mayor Roslyn Grafstein, Mayor Pro Tem Bliss, Councilor Emily Rohrbach, Councilor Quinn Wright

Absent: Councilman Aaron, Councilman Fleming, Councilman Soltis

Motion carried.

**MEETING OPEN TO THE PUBLIC:**

There were no members of the public wishing to speak.

**APPOINTMENT OF ACTING CITY CLERK:**

**CM-23-228 Appointment of Acting City Clerk.**

Motion made by Councilor Rohrbach, seconded by Wright to appoint Mary Daley as Acting City Clerk for today's meeting.

Voting Yea: Mayor Roslyn Grafstein, Mayor Pro Tem Bliss, Councilor Emily Rohrbach, Councilor Quinn Wright

Absent: Councilman Aaron, Councilman Fleming, Councilman Soltis

Motion carried.

## REPORTS:

### **CM-23-229 Recommendation from Special Legal Counsel Smith v. Madison Heights.**

Motion made by Councilor Wright, seconded by Councilor Rohrbach to accept the recommendation from Special Legal Counsel regarding the case *Smith v. Madison Heights*.

Voting Yea: Mayor Roslyn Grafstein, Mayor Pro Tem Bliss, Councilor Emily Rohrbach, Councilor Quinn Wright

Absent: Councilman Aaron, Councilman Fleming, Councilman Soltis

Motion carried.

## ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 12:03 p.m.

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Roslyn Grafstein, Mayor

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Mary Daley, Acting City Clerk





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 9/11

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

**AGENDA ITEM CONTENT:** DPS - SMART Municipal and Community Credits Contract for FY 2024

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

For many years, the City has applied for and received Municipal Credits and Community Credits from SMART which help to fund our Active Adult transportation program. SMART is requiring a Resolution from Council in support of the Contract as presented.

**RECOMMENDATION:**

Staff recommends that Council adopt the attached Resolution in support of the FY 2024 Municipal Credits and Community Credits Contract, and authorize the Finance Director to sign on behalf of the City.

## **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 Mischak, 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.



Roslyn Grafstein  
Mayor



Toya Aaron  
Councilwoman



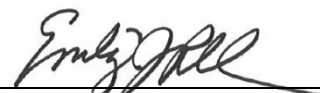
Sean D. Fleming  
Councilman



David M. Soltis  
Councilman



Mark Bliss  
Mayor Pro-Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor



# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, Linda Kunath, as the Finance Director/Treasurer of **the City of Madison Heights** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$26,648** in **Municipal Credit** funds as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
- b) Van/Bus Operations At the cost of: \$ 26,648  
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$26,648**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$54,107** in **Community Credit** funds available as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 54,107  
(Including Charter and Taxi services)

- (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ \_\_\_\_\_
- (e) Services Purchased from Subcontractor At the cost of: \$ \_\_\_\_\_  
\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$54,107**

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION**

**CITY OF MADISON HEIGHTS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Linda Kunath  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Finance Director/Treasurer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A****MADISON HEIGHTS PROJECT DESCRIPTION****Overall Project Description** (Provide a descriptive narrative):

Point to point, demand-transportation services for the elderly and handicapped residents of Madison Heights. The service picks up passengers at the homes and transports them to civic functions, agency services, recreation programs, medical facilities, shopping centers, et cetera.

**Service Area** (Provide geographic boundaries):

The City limits of Madison Heights and selected shopping, medical and service facilities located outside City limits, up to a seven mile radius.

**Service Times** (Provide days and hours of service):

8:00 am – 2:30 pm, Monday – Friday, unless there is a special program.

**Eligible User Groups** (Users eligible to use the service):

Residents of Madison Heights, who are 50 years of age or older and/or handicapped individuals, are eligible to use this service.

**Fare Structure:** (Cost to use service)

Currently all rides are free through 2023 (or until the funds run out) due to a grant we received. When fares resume medical appointments and rides going outside Madison Heights are \$5.00 round trip. All other rides are \$2.00 round trip.

**Service Mode** (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

2-city owned vans

1-city owned 50 passenger bus

1-SMART 28 passenger bus with a wheelchair lift

1-SMART 13 passenger bus with a wheelchair lift

1-SMART transit van with a wheelchair lift



**EXHIBIT B****PROJECT OPERATING BUDGET**

Municipality: City of Madison Heights

Contract Period: July 1, 2023 through June 30, 2024

Account Number: 48229

**OPERATING EXPENSES:**

Administrative Fee: *(All employees  
other than drivers and dispatchers)*  
(10% max. of MC & CC funds)

Driver Wages	\$62,393
Fringe Benefits	7,845
Gasoline & Lubricants	7,760
Vehicle Insurance	7,993
Parts, Maintenance Supplies	3,187
Mechanic Wages	1,508
Fringe Benefits	570
Dispatch Wages	
Other (Specify)	

**Sub-Total (Operating Expenses)** \$91,256

**PURCHASED SERVICE:**

Taxi Service	
Charter Service	
SMART Bus Tickets	
SMART Shuttle Service	
SMART Dial-A-Ride	
Other (Specify)	

**Sub-Total (Purchased Service)** 0

**CAPITAL EQUIPMENT:***(Only list purchases to be made with Community Credits)*

Computer Equipment	
Software	
Vehicle	
Maintenance Equipment	
Other (Specify)	

**Sub-Total (Capital Equipment)** 0

**TOTAL EXPENSES** Operating Expenses,  
Purchased Service, and Capital Equipment:

\$91,256

**EXHIBIT B, continued (Page 2)****REVENUES:**

Municipal Credit Funds	\$26,648
Community Credit Funds	54,107
Specialized Services Funds	
General Funds	6,001
Farebox Revenue	4,500
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

**TOTAL REVENUE:** \$91,256

**(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 11, 2023

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

**AGENDA ITEM CONTENT:** Contract for Assessing Services

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:** \$213,309

**FUNDS REQUESTED:**

**FUND:** 101-257-818-0000

**EXECUTIVE SUMMARY:**

See attached. Staff is requesting City Council approval of a 2-year assessing services contract with Oakland County for July 1, 2023 to June 30, 2025 in the amount of \$221,779 for fiscal year 2023-24 and the amount of \$230,630 for fiscal year 2024-25. A Budget Amendment will be required in fiscal year 2023-24 in the amount of \$8,470.

**RECOMMENDATION:**

Staff recommends that Council approve the 2-year assessing services contract with Oakland County Equalization for July 1, 2023 to June 30, 2025, approve a \$8,470 budget amendment to account 101-257-818-000, and authorize the Mayor and City Clerk to sign the contract on behalf of the City.





## CITY OF MADISON HEIGHTS

300 WEST 13 MILE ROAD, MADISON HEIGHTS, MI 48071

### FINANCE/TREASURER DEPARTMENT

Linda A. Kunath,  
Finance Director/Treasurer

(248) 837-2639  
LindaKunath@Madison-Heights.org

Item 8.

## MEMORANDUM

**DATE:** September 4, 2023  
**TO:** Melissa Marsh, City Manager  
**FROM:** Linda A. Kunath, Finance Director/Treasurer  
**SUBJECT:** Contract for Assessing Services

Since July, 2011, the City of Madison Heights has contracted with Oakland County Equalization to provide assessing services. The current agreement expired June 30, 2023 and Oakland County Equalization is proposing a renewal contract for a 2-year term.

Attached for your review and request for Council approval is the proposed July 1, 2023 to June 30, 2025 contract with Oakland County Equalization Department to continue providing these services. This proposed renewal is essentially the same as the current contract except for a 4% per parcel increase. Micheal Lohmeier, Oakland County Equalization Officer, stated the County provides assessing services to 32 communities and is proposing a 4% cost per parcel increase to all entities.

The cost per parcel to the City of Madison Heights will increase as follows:

Contract Year	Real Property Rate	Personal Property Rate
2022-2023 (current)	\$16.39	\$13.72
2023-2024	\$17.04	\$14.27
2024-2025	\$17.72	\$14.84

The fiscal year 2023-2024 budget was approved in the amount of \$213,309, the anticipated cost of this proposal totals \$221,779 for fiscal year 2023-2024 and \$230,630 for fiscal year 2024-2025. A Budget Amendment in the amount of \$8,470 is being requested for current fiscal year 2023-2024 budget.

City staff is recommending that Council approve this proposed assessing services contract with Oakland County, from July 1, 2023 through June 30, 2025, and authorize the Mayor and City Clerk to sign on behalf of the City.

**CONTRACT FOR OAKLAND COUNTY  
EQUALIZATION DIVISION ASSISTANCE  
FOR  
REAL AND PERSONAL PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES  
WITH THE CITY OF MADISON HEIGHTS**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the City of Madison Heights, a Michigan Constitutional and Municipal Corporation whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:
- 1.1 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
  - 1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
    - 1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
  - 1.3 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.



- 1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.5 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental

entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

**§2. PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

**§3. ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
  - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
  - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL



211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

**§4. MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
  - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.

- 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
- 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
  - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
  - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.
  - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for

any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

**§5. STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

**§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

- 6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.
- 6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.
- 6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.
- 6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.
- 6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.
- 6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building



Department, etc.).

- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
- 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or

obligation under the terms of this Contract.

- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

**§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
- 7.2 Except for those express statutory and any regulatory obligations incumbent

upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

**§8. MUNICIPALITY AGENTS AND THE COUNTY.** The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a



County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

**§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
  - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.

9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.

9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

**§10. TERM AND PAYMENT SCHEDULE OF CONTRACT.** The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.

10.2 For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$17.04** for each parcel of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before **July 1, 2024**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.3 For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of **\$17.72** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before **July 1, 2025**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.

10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.

10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the



Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

**§11. CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

**§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY.** Except as

expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other

Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

**§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

**§14. INDEMNIFICATION, LIABILITY AND INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.



- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").
- §15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with

such record information.

- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Roslyn Grafstein, Mayor of the City of Madison Heights, hereby acknowledges that she has been authorized by a resolution of the Governing Body of the City of Madison Heights, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Madison Heights to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
 Roslyn Grafstein, Mayor  
 City of Madison Heights

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
 Cheryl E. Rottmann, Clerk  
 City of Madison Heights

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 David T. Woodward, Chairperson Oakland County Board  
 of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

(Print Name) \_\_\_\_\_ DATE: \_\_\_\_\_  
 County of Oakland







## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 11, 2023

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

**AGENDA ITEM CONTENT:** Accelerated Tax Foreclosure Resolution

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**


**FUND:**

**EXECUTIVE SUMMARY:**

The "Certification of Abandoned Property for Accelerated Forfeiture Act" (MCL 211.961) allows for property, with delinquent taxes and is certified abandoned by the local governing body, to enter an accelerated foreclosure process in which the County Treasurer's Office can foreclose on the property 1-year earlier than the regular 3-year foreclosure process. Accelerating the tax foreclosure process can be a useful tool to expedite removal of abandoned property and to reduce blight. A resolution for certification of abandoned property for accelerated forfeiture act is included for your review and approval consideration.

**RECOMMENDATION:**

Staff recommends that Council approve the resolution for Certification of Abandoned Property for Accelerated Forfeiture Act.

	<b>CITY OF MADISON HEIGHTS</b>	
	300 WEST 13 MILE ROAD, MADISON HEIGHTS, MI 48071	
	<b>FINANCE/TREASURER DEPARTMENT</b>	
	Linda A. Kunath,	(248) 837-2639
	Finance Director/Treasurer	LindaKunath@Madison-Heights.org
	<b>MEMORANDUM</b>	

**DATE:** September 5, 2023

**TO:** Melissa Marsh, City Manager

**FROM:** Linda A. Kunath, Finance Director/Treasurer

**SUBJECT:** Accelerated Tax Foreclosure Resolution

The "Certification of Abandoned Property for Accelerated Forfeiture Act" allows for property, with delinquent taxes and is certified abandoned by the local governing body, to enter an accelerated foreclosure process in which the County Treasurer's Office can foreclose on the property 1-year earlier than the regular 3-year foreclosure process. Accelerating the tax foreclosure process can be a useful tool to expedite removal of abandoned property and to reduce blight.

The accelerated foreclosure process can only be initiated if the local governing body adopts a resolution by October 1, 2023 and notifies the County Treasurer's Office of the property in question before June 1, 2024. Oakland County tells the City that adoption of a "declaration of accelerated forfeiture of abandoned property" resolution does not bind the City to any action; rather it simply reserves the City's right to pursue accelerated foreclosure on a property deemed abandoned, if the City chooses. A resolution for certification of abandoned property for accelerated forfeiture act is included for your review and approval consideration.

Staff recommends that Council approve the resolution for Certification of Abandoned Property for Accelerated Forfeiture Act.

**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.

Voting Yea:

Voting Nay:

Absent:

Motion

**CERTIFICATION:**

I, Cheryl E. Rottmann, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a resolution adopted by the Madison Heights City Council at their Regular Meeting held on September 11, 2023.

---

Cheryl E. Rottmann  
City Clerk





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** September 11, 2024

**PREPARED BY:** Amy J Misczak, HR Director/Purchasing Coordinator

**AGENDA ITEM CONTENT:** Contract Award - RFP 23-02 Custodial Services

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

**BUDGETED AMOUNT:** \$193,824

**FUNDS REQUESTED:** \$234,067

**FUND:** 101-XXX-818-2000/592-565-818-2000\*

**EXECUTIVE SUMMARY:**

Please see attached memo for details.

Funds will be taken from each affected building's contractual budget.

A budget amendment of \$40,242 is requested for approval.

**RECOMMENDATION:**

To approve the Custodial Contract to Du-All Cleaning in the monthly amount of \$19,505 through June 30, 2025.

Staff and I would respectfully recommend that the custodial contract for all City buildings with the exception of Fire Station #1 and #2 be awarded 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. Staff and I would request Council authorize the parties to extend on a year-to-year basis thereafter with option to include increases in line with documented expendable product charges or increases in minimum wage. Staff would also respectfully request that Council 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.

This initial contract award will require a budget amendment of \$40,242. Should any subsequent increases due to expendable product increases, wage increases, or reassignment of individual building contracts reach Council threshold of \$15,000 in total, which is approximately 6.4% of the total contract, staff will submit an additional agenda item for review and approval.

DATE: August 30, 2023

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Misczak, HR Director/Purchasing Coordinator  
Sean P. Ballantine, DPS Director

RE: Request for Proposal (RFP) MH 23-02 Custodial Services

Madison Heights has renewed the custodial contracts with its current contractors Giant Janitorial and RoadRunr Maintenance for services at various City buildings at the same unit pricing since 2012, a cost containment measure that was a benefit to the City during that time span. With the completion of the new construction at Civic Center Complex, and the resulting changes in square footages, flooring materials, and number of sanitary facilities, staff determined that it would be in the City's best interest to solicit new proposals for custodial services. Therefore, staff prepared Request for Proposal (RFP) MH 23-02 for custodial services and published the document at [www.mitn.info](http://www.mitn.info) on August 2, 2023. This RFP included custodial specifications for City Hall, Active Adult Center, Library, 43<sup>rd</sup> District Court, Police Department and Department of Public Services buildings. Both fire stations are cleaned in-house by the firefighters, and are not included with the custodial program.

Out of the one hundred seventy-seven (177) vendors who were emailed a notice regarding this opportunity, forty-one (41) companies downloaded the detailed specifications, and ten (10) vendors attended the mandatory walk through on August 14, 2023. On Wednesday, August 23, 2023, six (6) proposals were received and opened publicly, and a seventh bid from Core Cleaning was subsequently discovered date stamped as received by the Clerk's Office within the RFP deadline, but opened at a later date. This bid from Core Cleaning was not low bid, and an amended as-read bid tab was posted at [www.mitn.info](http://www.mitn.info). The proposal from Core Cleaning is including in the tabulation provided for Council's review.

A representative from Giant Janitorial attended the public RFP opening. Giant currently holds the contract for cleaning City Hall, the Library and the Court. RoadRunr services the Police Department, Active Adult Center and Department of Public Services building. Both Giant and RoadRunr have worked with the City on a month-to-month basis since their contract expirations on June 30, 2023 in order to assist the City during the process of bidding out services. The new initial contract term for custodial services is targeted for October 1, 2023 through June 30, 2025.

The low apparent bidder for all buildings is Du-All Cleaning Inc. out of Sterling Heights with a projected annual cost of \$234,066.72 for all buildings. The City subtracted an estimated amount for expendable supplies to confirm that the pricing would provide for adequate services and competitive wages which would be greater than minimum wage and in line with area market conditions.

The undersigned contacted Mondri Rakaj, President of Du-All to discuss several matters concerning the RFP pricing submitted. It was confirmed that Du-All would be able to have staff available to be fingerprinted and cleared, as well as sufficient supplies to take over the contracts for all listed buildings effective October 1<sup>st</sup>. Mr. Rakaj confirmed understanding of the minimum required hours for each building as well as after-hours availability for meetings or other programming. Mr. Rakaj demonstrated knowledge of the specification requirements and clear understanding of the City's expectations.

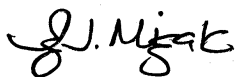
The undersigned checked references for Du-All with Royal Oak Police Department, City of Roseville Public Services and Shelby Township general offices. Each provided positive feedback and noted that Mr. Rakaj was readily available to address any issues that may arise on occasion.

Staff and I would respectfully recommend that the custodial contract for all City buildings with the exception of Fire Station #1 and #2 be awarded 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. Staff and I would request Council authorize the parties to extend on a year-to-year basis thereafter with option to include increases in line with documented expendable product charges or increases in minimum wage. Staff would also respectfully request that Council 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.

This initial contract award will require a budget amendment of \$40,242. Should any subsequent increases due to expendable product increases, wage increases, or reassignment of individual building contracts reach Council threshold of \$15,000 in total, which is approximately 6.4% of the total contract, staff will submit an additional agenda item for review and approval.

Thank you for your consideration.

Sincerely,



Amy J. Misczak, HR Director/Purchasing Coordinator

City of Madison Heights  
RFP 23-02 Custodial Services  
RFP Opening Wednesday, August 23, 2023 11am

Number of RFP Notices sent: 177    41 vendors downloaded specs/10 vendors attended mandatory walk through/7 proposals received

	Company Name	City Hall	Library	AAC	Court	Police	DPS	Totals:	12-Month Total	Hourly Special Event Rate
	Du-All Cleaning Sterling Heights MI	\$2,997.33	\$2,999.99	\$3,299.99	\$2,499.00	\$5,890.00	\$1,819.25	\$19,505.56	\$234,066.72	\$25.00
	Core Clean Services Washington, MI	\$3,319.58	\$2,891.25	\$3,426.66	\$1,820.41	\$8,138.33	\$1,820.41	\$21,416.64	\$256,999.68	\$24.00
	GDI Services Southfield MI	\$3,790.00	\$2,894.00	\$3,562.00	\$2,605.00	\$7,108.00	\$2,278.00	\$22,237.00	\$266,844.00	\$22.75
	Road RunR Waterford MI	\$3,700.00	\$3,700.00	\$4,000.00	\$3,000.00	\$7,300.00	\$2,500.00	\$24,200.00	\$290,400.00	\$28.00
	Giant Janitorial Detroit MI	\$3,294.00	\$3,162.00	\$3,294.00	\$2,635.00	\$9,816.00	\$2,162.00	\$24,363.00	\$292,356.00	\$34.00
	Iveza Building Svcs Sterling Heights MI	\$3,856.25	\$3,185.00	\$3,382.25	\$2,730.00	\$9,107.50	\$2,561.25	\$24,822.25	\$297,867.00	\$25.00
	Executive Building Maintenance (EBM) Schaumburg IL	\$4,250.00	\$4,108.71	\$4,462.91	\$2,833.60	\$9,634.23	\$2,479.40	\$27,768.85	\$333,226.20	\$30.00



# CITY OF MADISON HEIGHTS

RFP #23-02 Custodial Services

COPY

AUGUST 23, 2023  
DU-ALL CLEANING, INC.  
35474 Mound Rd. Sterling Heights MI 48310 (586) 580-3617



35474 Mound Rd  
Sterling Heights MI 48310  
Tel: (586) 580-3617  
Direct: (586) 709-9517  
www.dualcleaning.com

August 23, 2023

**City of Madison Heights**

**Custodial Services Bid for: Library, Active Adult Center, City Hall, 43<sup>rd</sup> District Court, Police Department, DPW**

**Dear Amy Mischak, City of Madison Heights,**

I would like to thank you for the opportunity to present this proposal to provide the Custodial Services for the City of Madison Heights. Du-All Cleaning, Inc. is a proud Michigan-based company and nothing makes me happier than working with the cities, counties, municipalities, government agencies and businesses that make this state great!

Du-All Cleaning, Inc. is a full-service commercial cleaning and building services company that has been successfully providing services for customers nationwide for over 20 years. We consider ourselves to be the problem solvers of our industry. We provide our customers with quality services and full satisfaction.

After carefully reviewing the RFP for Custodial Services, as well as visiting the job sites, I have a firm grasp on the expectations and requirements of this contracted service. Du-All Cleaning, Inc. specializes in providing commercial cleaning services for municipalities and government agencies, so we are well-versed in the contract specifics and expectations. In our proposal response, we will outline our practices and standards for providing the requested services.

Please feel free to call me anytime, if you have any questions or need additional information about our company. I look forward to hearing from you and to creating a solid community relationship with the staff, visitors and patrons of the City of Madison Heights Municipal and Community Buildings.

Sincerely,

Mondie Rakaj  
President Du-All Cleaning, Inc.

**Service Description – Request for Proposal – Custodial Services**

**Service Location(s):** Assigned Buildings – City of Madison Heights, MI

**Service:** Commercial Janitorial/Custodial

**Property Description:** Municipal and Community Spaces

**Service Locations:**

**Madison Heights Public Library – 240 W 13 Mile Rd**

**Madison Heights Active Adult Center – 260 W 13 Mile Rd**

**Madison Heights City Hall- 300 W 13 Mile Rd**

**43<sup>rd</sup> District Court – 200 W 13 Mile Rd**

**Madison Heights Police Department – 280 W 13 Mile Rd**

**Madison Heights Dept of Public Services (DPS) – 801 Ajax Dr**

Madison Heights is a city in Oakland County in the U.S. state of Michigan. An inner-ring suburb of Detroit, Madison Heights is located roughly 12 miles north of downtown Detroit. As of the 2020 census, the city had a population of 28,468. The resulting contract drafted from this RFP will call for commercial janitorial and custodial services to be performed at Municipal locations, as well as Community Recreation spaces. Our goal is to provide the best quality of cleaning services so that the visitors and staff of these locations have a safe, clean and happy place to conduct their business or leisure activities.

As we enter the endemic stage of the COVID-19 pandemic, we are reflecting on what we learned during the public health crisis. We adapted to cleaning in new environments, with new equipment and new chemicals. We worked together with our suppliers to ensure all our job sites had the proper equipment, chemicals and training to ensure safe work and leisure activities. When the world shut down, Du-All Cleaning, Inc. stayed open and maintained critically important municipal and community spaces without hesitation. We will do the same for the City of Madison Heights!

Du-All Cleaning, Inc. has over 20 years of experience providing cleaning and building services for a multitude of different environments. Some of our current and past customers include (\* current customer):

- **City of Roseville Municipal & Community Buildings\***
- **City of Royal Oak Municipal & Community Buildings\***
- **City of Saint Clair Shores Municipal & Community Buildings**
- **City of Warren Community Buildings\***
- **Suburban Mobility Authority for Regional Transportation (SMART)**
- **Ingham County Municipal & Community Buildings\***
- **Shelby Township Municipal & Community Buildings\***
- **Motor City Electric\***
- **Wayne County Public Health \***
- **City of Southfield Police Department\***

## Hiring and Training Procedures

Du-All Cleaning, Inc. has a workforce of over 135 employees, encompassing both part time and full-time positions. Our employee retention rate is 97% after 1-year, 81% after 5-years. At Du-All Cleaning, Inc., we realize our employees are our greatest asset and work very hard to find and retain the best Custodial employees in the State. When we do have a need to recruit new talent, we place job ads on community job boards, Indeed and Michigan Works! We believe in hiring from the local community so that our staff has a vested interest in providing clean spaces for work and leisure activities.

## Training Program

Du-All Cleaning, Inc. has partnered with Spartan Chemicals to provide training for all of our new employees, as well as annual training for long-term employees, utilizing the CleanCheck Training System. The CleanCheck Training System has been verified through the International Sanitary Supply Association (ISSA) as a Cleaning Industry Training Standard (CITS) advanced certification program for cleaning professionals. We assign the following training courses during our new-hire onboarding process – regardless of prior experience - and annually thereafter:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Advanced Disinfection             | 8. OSHA GHS HAZCOM                   |
| 2. Carpet Care                       | 9. Pandemic Disinfection             |
| 3. Hard Floor Care                   | 10. Post-Pandemic Clean/Disinfection |
| 4. Healthcare Laundry                | 11. ABS's of Cleaning Chemistry      |
| 5. Hospitality Laundry               | 12. Restroom Care                    |
| 6. Office Cleaning                   |                                      |
| 7. OSHA Bloodborne Pathogen Standard |                                      |

**Additional Supplemental Training Materials Available in the form of:**  
**Laminated Job Cards with Erasable Pen, available in English and Spanish**

**Color Coded Product Stickers that correlate to the Job Cards.**

**Training Certificates will be submitted to Customers upon request. Training is tracked and assigned by our office staff.**

1. **Standardized Training:** One of the most important and effective tools at our disposal when striving for consistently clean facilities is utilizing a standardized training program. Every employee, regardless of their experience level, will use the CleanCheck Training System. Once a module is complete, the employee will take a unit test on the material covered in their training session. Employees must also show competence performing the task with their supervisor present before moving on to another module.
2. Using web-based training allows for our employees to access their training modules 24/7/365, in the event that they need immediate clarification on a task or topic.
3. Visual References, such as laminated job cards, are a standard part of our janitorial carts.



4. All Employees assigned to this contact will participate in the following orientation activities:
  - 4a. Physical Building Tour
  - 4b. Task Sheet Orientation
  - 4c. Emergency Protocols (Example: Fire Exits, Emergency Phone Numbers)
  - 4d. Cleaning Chemical Training/MSD Competency
5. A minimum of 30% of the assigned cleaning areas will be fully audited weekly. Supervisors will conduct the audit with assigned staff. This is an opportunity to address any cleaning deficiencies as well as acknowledge potential growth within our organization. This audit schedule ensures that all areas are audited at least monthly. This audit is in addition to the daily quality spot checks.
6. Onsite Supplier Training is an available option for our staff and leadership in the event that a new cleaning chemical or new cleaning equipment is introduced.

### **How is cleaning staff is monitored/evaluated based upon the effectiveness of their cleaning...**

1. Cleaning activities will be monitored by an on-site Supervisor
2. Supervisor will conduct daily quality checks, following the assigned Task Sheets and/or CompuClean Custodial Management Software
3. Supervisor will meet with or talk to building management contacts to ensure we are meeting and exceeding expectations
4. Supervisor will meet with cleaning staff daily, to identify any potential areas of concern and to communicate important messages or information
5. 30-60-90-Day Reviews will be utilized to ensure staff is performing to our high standards prior to the end of their 90-day probationary period
6. Underperforming staff will be identified during spot quality checks and monthly audit
7. Underperforming staff will be replaced with skilled, experienced cleaning professionals

### **Background Check Procedures**

Du-All Cleaning, Inc. screens all applicants using I-Chat, OTIS and the Michigan Sex Offender Registry. Additional background check procedures may be required per RFP/ITB. Du-All Cleaning, Inc. will coordinate with our customers to ensure all appropriate and required background checks are completed prior to job placement. Subsequent background checks are conducted annually or as requested.

### **Uniforms**

All Du-All Cleaning, Inc. staff will be required to wear our standard uniform which consists of a Du-All Cleaning, Inc. T-Shirt (pictured) and clean uniform pants in grey, black or blue (pictured)

Left chest

Full back



### Name and purpose of proposed cleaning products and chemicals used by custodial personnel

BCN-15 (non-acid disinfectant)	Shineline Multi-Surface Cleaner
Spartan Glass Cleaner 3261	Appropriate Spartan Brand Cleaning Agents
NABC (Non-Acid Bowl Cleaner)	

### Examples of cleaning checklists and describe how Du-All Cleaning, Inc. monitors task completion and that the tasks have been completed successfully

You will find examples of task lists attached to this bid response.

Du-All Cleaning, Inc's staff is trained and oriented to their assigned job location utilizing a task sheet and/or Compuclean Custodial Management System. Our staff is expected to initial each task as it is completed. Supervisors will follow along with the task list to check for successful completion during daily quality checks. If a task is found to be incomplete, a coaching session is held with the staff responsible to identify the issue. Failing to complete the task lists accurately is treated as a failure to comply with job duties. Completed Task Sheets are stored by Du-All Cleaning and available to our customers upon request.

### Supervision Plan

**Du-All Cleaning, Inc. will staff the following positions for this contract:**

**Contract/Project Manager:** Mondri Rakaj, President of Du-All Cleaning, Inc. will serve as your Contract/Project Manager. Mondri Rakaj has over 20 years of contract management experience, specializing in custodial and janitorial service contracts. Mondri will oversee all contract compliance and work together with the Site Supervisor to ensure all contract needs are met, as well as be available to City of Madison Heights staff 24/7/365

**Site Supervisor:** Your assigned Site Supervisor will have a minimum of 5-years of experience managing the day-to-day operation of a custodial/janitorial service contract. The Site Supervisor is responsible for the management and scheduling of all staff assigned to this contract. Your Site Supervisor will conduct daily and weekly quality checks as well as be responsible for the ordering of all janitorial supplies and equipment. The Site Supervisor will be available to City of Madison Heights staff 24/7/365

**Cleaning Chemicals:** Du-All Cleaning, Inc. has identified BCN-15 (Spartan Brand) as our preferred chemical for cleaning and disinfecting not only in medical/clinical areas but office spaces as well as it is proven to be a “one-step” disinfectant-cleaner-sanitizer-fungicide-mildewstat-virucide. Staff will be trained and orientated to the dwell-times required for cleaning and disinfecting viruses and bacteria.

**Cleaning Method:**

1. Staff will utilize proper PPE based on known & unknown contact precautions (Face Mask, Gloves, Gown, etc....)
2. Staff will utilize a top-to-bottom, right-to-left grid approach to clean and disinfect work and clinic spaces
3. Staff will follow posted standards for dwell-time, ensuring areas are properly cleaned and disinfected
4. All trash will be collected and disposed of properly

**Cleaning Equipment and Tools (per building)**

26" Tennant Floor Machines	Tornado Battery Vacuums	Janitorial Carts
Trash Barrels/Gondola	Sanitaire Commercial Vacuums	Mop Buckets/Mops
Step-Ladders	Extension Poles	Cleaning Chemicals
Hand Tools	Scrapers/Squeegees	Cleaning Rags
Hoses	Dusters	Brooms/Dust Mops

**Staffing Plan**

Location	Schedule Model (start times)	Hours per Week
Madison Heights Public Library	Mon-Thurs 9:00pm; Fri-Sat 5:30pm	24
Madison Heights Active Adult Center	Mon-Fri 4:30pm	25
Madison Heights City Hall	Mon-Fri 4:00pm-11:30pm	25
43 <sup>rd</sup> District Court	Mon-Fri 4:30pm	20
Madison Heights Police Department	2 Shifts, set by PD	68
Madison heights DPS	Mon-Fri 5:00pm	15

**Detailed staffing information will be provided upon award of contract.**

**Additional Staffing Information:**

All employees must have a minimum of 2-years of verifiable commercial cleaning experience. Preference will be given to potential staff that has provided cleaning services for a municipal or specialty environment.

All staff will complete a background check with Du-All Cleaning, Inc. as well as participate in all job site specific background checks, fingerprinting and all other security clearance activities. Background checks are conducted annually, unless otherwise requested.

**Transition of Services**

Mondi Rakaj (Project Manager) will work closely with the City of Pontiac Facilities Manager (or other assigned title) to provide a seamless transition of services from your current provider to Du-All Cleaning, Inc. If permitted, we will interview and assess the current staff in place to see if an offer of employment with Du-All Cleaning, Inc. is appropriate. Additional staffing will be secured by placing employment ads within the community, job boards and the local MichiganWorks! Office.

Du-All Cleaning, Inc. will participate in all transition meetings and offer support to your outgoing vendor, should support be necessary.

Du-All Cleaning, Inc. will ensure that all janitorial closets and supply rooms are fully stocked with the proper cleaning chemicals and equipment prior to the first day of service.

Du-All Cleaning, Inc. will need a minimum of a 2-week (4 weeks preferred) lead time to begin services for the City of Madison Heights. This time will allow us to retain and invite new staffing, prepare task lists, complete onboarding for our new cleaning associates as well as time to complete staff training.

**Customer Service**

Du-All Cleaning, Inc. takes the issue of customer satisfaction very seriously. We are always looking for ways to improve our services and lessen any disruption to your facilities. We seek opportunities to visit with our customers to gauge their satisfaction with our services. We will schedule meetings with our building contacts, walk through the facility together and listen to concerns and feedback. We then take that information and look at our systems to find ways to improve. Customer feedback is shared with our staff as learning opportunities and coaching opportunities. We will not request that our customers fill out comment cards or surveys. We will go to the source, identify solutions and fix problems. When we do a great job, our employees are happy and our customers are happy!



## Quality Assurance

The site supervisor has the daily responsibility of reviewing completed task lists, completing random quality assurance checks, and recording the findings as well as following up with staff that may need additional training or support. All cleanable space will be audited at least monthly. Du-All Cleaning, Inc. staff will meet with their supervisor monthly to discuss areas of accolade or concerns. The site supervisor will also be responsible to ordering and maintaining appropriate levels of cleaning chemicals, equipment, and tools.

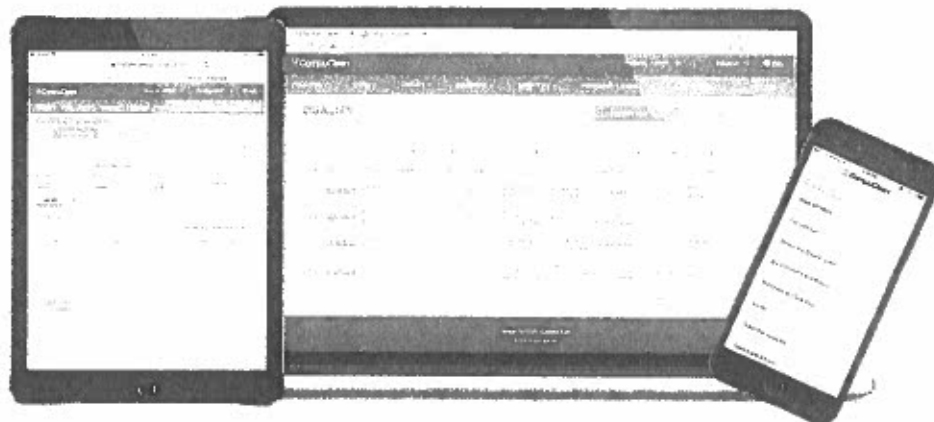
### **This proposal includes:**

Furnishing all necessary equipment, materials, supplies, insurance, supervision, and competent and qualified personnel to perform the commercial custodial services as outlined in RFP- General Scope of Work

Spartan Chemical Company

# Custodial Management Made Simple™

Because your  
world is busy  
enough.



## Powerful Management Tools at Your Fingertips

CompuClean® by Spartan Chemical Company, Inc. offers multi-lingual solutions for a host of custodial management challenges with the convenience of cloud-based accessibility.

### QUALITY ASSURANCE

Perform quick and effective mobile inspections with the CompuClean Mobile App for iPad®, iPhone®, iPod Touch®, and Android™ devices.

- Inspect any facility with a custom-designed inspection program to drive performance
- Capture signatures to verify inspections
- Create, assign, and complete corrective actions to document resolution of issues
- Capture, track, annotate, and caption images to reinforce inspection results
- Offline mobile inspection capability for audits in areas with no network coverage
- Bar code and scan areas for instant inspection creation



### WORK MANAGEMENT

Design a custom work plan for your facilities and effectively communicate assignments and requests to your cleaning personnel.

- Accept work requests from customers and building occupants through a branded web portal
- Text and email notifications of project and work order assignments
- ISSA 612 based workloading
- Customize cleaning and project tasks, productivity rates, and frequencies
- Balance work assignments for maximum employee performance
- Estimate labor costs for new facilities
- Generate charts and graphs to deliver immediate feedback



### INVENTORY MANAGEMENT

Streamline inventory purchasing and tracking to reduce costs and eliminate shortages.

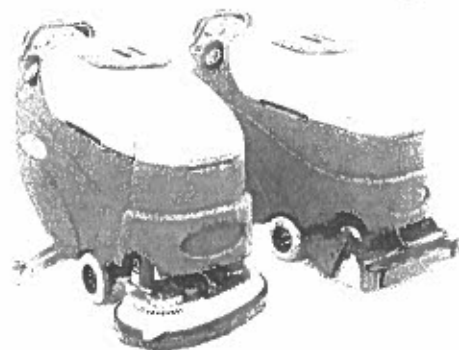
- Improve budget forecasting
- Track transfers and consumption, and identify usage discrepancies
- Document green and certified product usage
- Track SDS for chemicals



### CAPITAL EQUIPMENT TRACKING

Get a handle on repair and maintenance costs for your cleaning equipment.

- Reduce down-time and extend equipment life
- Proactive preventative maintenance scheduling
- Store electronic manuals and documentation
- Document repair expenditures and maintenance costs



## Cloud and Mobile App Convenience

Instant access, anywhere availability, and included support services make CompuClean an unbeatable value when you partner with Spartan Chemical.

### CONVENIENCE

- Available in English, Spanish, and Portuguese
- Same-day account access
- Access complete information anywhere you have an internet connection

### VALUE

- Full-access to all program features
  - Training and support are included
  - Upgrades are applied automatically
- Nominal annual fee to cover server maintenance and program enhancement

### SERVICE AND SUPPORT

- One-on-one implementation support and data migration
- Custom online training available
- Telephone support included
- Two-day, hands-on CompuClean seminars at Spartan

### SECURITY

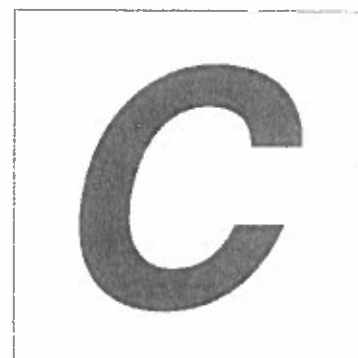
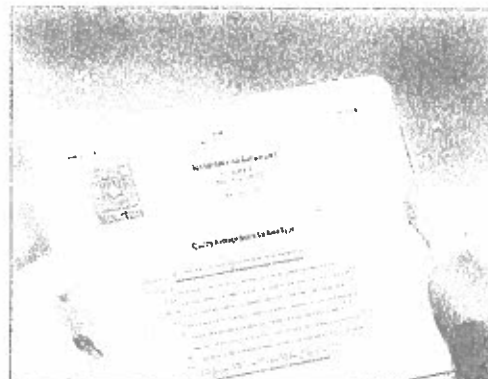
- All information is fully encrypted
- Data is backed up to multiple locations throughout the day
- Access is password protected
- Information is confidential and never shared

### SUPPORTED INTERNET BROWSERS

- Google Chrome™, Mozilla Firefox®, Microsoft Edge, Safari, and Internet Explorer® 11

### SUPPORTED MOBILE OPERATING SYSTEMS

- Android 5.0 or later, tablets and smartphones
- iPads, iPhones, and iPod Touch (iOS 10 or later)







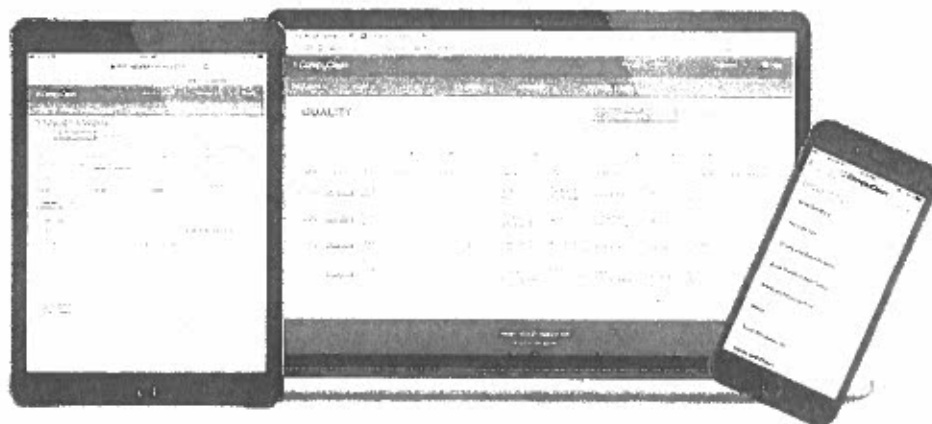
**Spartan Chemical Company**  
 1110 Spartan Drive  
 Maumee, OH 43537  
 1-800-537-8990  
[www.spartanchemical.com](http://www.spartanchemical.com)



©SCC 08/19 L0023

## GETTING STARTED

CompuClean is available to Spartan Chemical customers. Please contact your local Spartan distributor or the CompuClean Help Desk at: 800-537-8990 x219. You can also visit us on the web at: [www.spartanchemical.com/solutions/facility-management-software](http://www.spartanchemical.com/solutions/facility-management-software)



Make Work  
Logging  
Simple with  
CompuClean®  
real-time  
mobile work  
logging system!

Simple

3 Click Process:

- ☒ Select the Area
- ☒ Select the Service performed
- ☒ Save



**GEO-Location Available!** CompuClean can track and report on the GPS coordinates of the device.

CompuClean

Work Log  
Date: 7/03/2020 Time: 01:56:58 PM  
Account: Spartan Chemical Company

Building \* Early Childhood Care All  
Cost Center Main Office  
Area \*  
Service Type Daytime Disinfection  
Comments

Enter comments to identify areas of concern or additional services needed.

## Reporting:

- CompuClean records DAILY logs:
- By Building
  - By User
  - Long-term Performance Analysis

## Real-time Confidence across the Facility

- When is the last time an area was cleaned?
- Were all rooms disinfected today?
- How many times was an area cleaned this week?

With CompuClean you have on-demand reporting of the status of the cleaning operations.

## Simplify Documentation

Traditional paper checklists are unwieldy and busy custodial managers just do not have the time to collect and compile them.

Multiple reporting options to quickly distribute results.

Export data into third party analysis tools.

Contact your  
Spartan representative  
today to get started!  
1-800-527-8900

CompuClean

We make clean safe™

spartanchemical.com



CleanCheck®

training made simple

# CLEANCHECK TRAINING SYSTEM

Your employees are your most valuable resources. To ensure quality workmanship, thorough and effective training is a must. Whether training existing employees or new hires, CleanCheck is the ultimate tool for instilling pride and professionalism, building confidence, minimizing complaints, and cost-effectively managing the talents of your workforce. Spartan's bilingual, web and DVD-based CleanCheck Training System makes fast work of administering instructor-led and self-directed training. CleanCheck modules cover basic and advanced topics for a variety of cleaning operations, including specialty facility areas. Plus, comprehensive Safety modules thoroughly demonstrate Bloodborne Pathogen Standards as well as OSHA Compliance. CleanCheck meets the requirements for the CIMS-GB Standard as well as CMI Advanced Standards. Online and hard copy testing adapts to both individual and group training situations. CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment.



The CleanCheck Training Videos provide step-by-step procedural instruction on cleaning specific areas in your facility. Each video module covers the cleaning process end-to-end, but is also offered in single chapters so specific tasks can be easily revisited or re-trained. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of your diverse and dispersed organization.



The CleanCheck Training Manual includes detailed instructions on proper cleaning and procedures. Pages can be used as a handout during employee training, or a reference for employee training and retraining. As with all CleanCheck components, images and color-coded product categories reinforce the procedures taught in the instructional video modules.

## COURSES



## VIDEO TUTORIALS

## WEB-BASED TRAINING

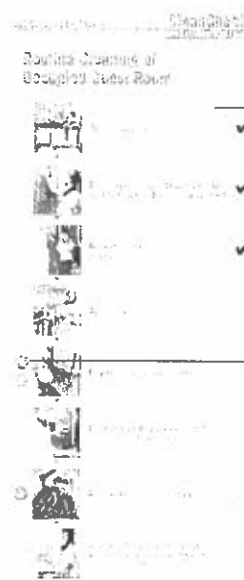
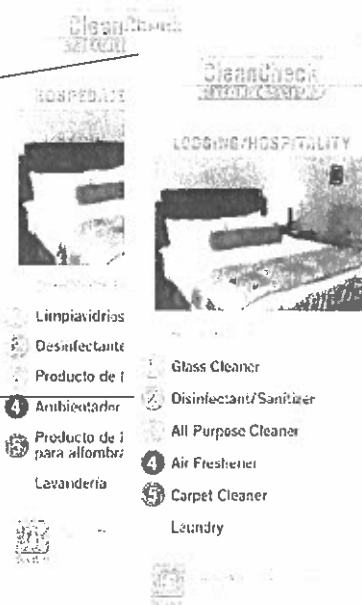


## ACCOUNT MANAGEMENT

The CleanCheck job cards allow employees to perform each cleaning step with confidence when they're ready to clean by themselves. Housed with dual rings, you can easily separate and customize your card set based on which employees will need which job cards depending on their cleaning tasks. Employees can simply check off each step as it's completed with the provided erasable pen. CleanCheck job cards follow the procedural instructions covered in the video modules and manuals.

Cards are bilingual  
(English on front, Spanish  
on back)

Color-coded list of  
products required for this  
section



Complete each step  
in the order they are  
presented

Check off your work as it  
is completed

Use the product(s) when  
indicated within a step



CleanCheck utilizes color-coded product categories to identify which products are right for the job. Displayed as colored/numbered dots throughout the videos, cards, and manuals, CleanCheck includes corresponding stickers that can be applied to the actual product containers so there is a direct association between each chemical and the cleaning category identified in the training and CleanCheck job cards. This provides more assurance that the right product is used for each cleaning challenge.

When training is complete, you can reward employees for a job well done. Online testing is available and provides track-able results for each employee. Test questions focus on the basic concepts, while correct answers facilitate success and professional workmanship. Personalized certificates with employee name and area mastered are available upon completion of each module. These certificates can be printed for compliance documentation and presented to employees.





**CLEANCHECK TRAINING SYSTEM ONLINE SUBSCRIPTION**

The complete CleanCheck Training System is available online.

FREE

**THE BASIC CLEANCHECK TRAINING SYSTEM**

The CleanCheck training system includes everything you need to roll out the system. Includes a company-wide subscription to CleanCheck Online, Trainer Manual, DVD set, card sets, and five product sticker sets.

\$24,900

**CLEANCHECK TRAINER MANUAL**

Over 40 pages covering training tips, procedures, safety, products, support, and dispensing systems.

\$295.00

**CLEANCHECK CARD COLLECTIONS**

Includes a set of 6 training card collections (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard) on 1" rings, and an erasable pen connected to a heavy-duty 3" ring.

\$275.00

Restroom Care Cards

\$271.00

Office Cards

\$272.00

Carpet Care Cards

\$273.00

Hard Floor Care Cards

\$274.00

Health Care: Acute Care

\$203.00

Health Care: Long Term Care

\$275.00

Education Cards

\$265.00

Safety: GHS Modified HazCom Cards

\$346.00

Safety: Bloodborne Pathogen Standard Cards

\$263.00

Lodging/Hospitality Cards

\$270.04

Kitchen Services Cards

\$270.05

Fitness Facilities Cards

\$270.06

Food Processing Sanitation Cards

\$270.07

Pandemic Disinfection Cards

\$270.08

Post-Pandemic Cleanup and Disinfection Cards

\$270.09

Employee Personal Workspace Cleaning Cards

\$270.10

Advanced Disinfection Cards

\$270.11

The ABCs of Cleaning Chemistry Cards

\$270.12

Healthcare Laundry

\$270.13

Hospitality Laundry

\$270.14

**CLEANCHECK DVD SERIES**

\$260.00

Includes a set of 6 CleanCheck instructional DVDs (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard).

Restroom Care DVD

\$261.00

Office DVD

\$262.00

Carpet Care DVD

\$263.00

Hard Floor Care DVD

\$264.00

Health Care: Acute Care DVD

\$201.00

Health Care: Long Term Care DVD

\$260.01

Education DVD

\$260.00

Safety: GHS Modified HazCom DVD

\$260.00

Safety: Bloodborne Pathogen Standard DVD

\$311.00

Lodging/Hospitality DVD

\$260.02

Kitchen Services DVD

\$260.03

Fitness Facilities DVD

\$260.04

Food Processing Sanitation DVD

\$260.05

Pandemic Disinfection DVD

\$260.06

Post-Pandemic Cleanup and Disinfection DVD

\$260.07

Employee Personal Workspace Cleaning DVD

\$260.08

Advanced Disinfection DVD

\$260.09

The ABCs of Cleaning Chemistry DVD

\$260.10

Healthcare Laundry

\$260.11

Hospitality Laundry

\$260.12

**ADDITIONAL OPTIONS**

\$270.00

Color-coding sticker sheets (set of 5)

Distributed By:



**Spartan Chemical Company, Inc.**

1110 Spartan Drive, Maumee, Ohio 43537

1-800-537-8990

www.spartanchemical.com

© SCC 07/21 L0016

**CITY OF MADISON HEIGHTS**  
**RFP 23-02- CUSTODIAL SERVICES**  
**PRICING SECTION**

Price per building per month / per hour:

<u>Building</u>	<u>Price Per Month*</u>	<u>Special Event Price Per Hour</u>
City Hall	\$ 2,997.33	\$ 25.00
Library	\$ 2,999.99	\$ 25.00
Active Adult Center	\$ 3,299.99	\$ 25.00
43rd District Court	\$ 2,499.00	\$ 25.00
Police Department	\$ 5,890.00	\$ 25.00
DPS	\$ 1,819.25	\$ 25.00

GRAND TOTAL (Price Per Month)\* \$ 19,505.56

\*PRICE PER MONTH MAY CHANGE UPON WRITTEN AGREEMENT BY BOTH PARTIES IF HOURS ARE REDUCED OR INCREASED, OR DUE TO PENALTIES AS OUTLINED IN THESE SPECIFICATIONS.

THE CITY RESERVES THE RIGHT TO AWARD THE BID ON A SITE BY SITE BASIS.

THE CITY IS NOT OBLIGATED TO AWARD THE CONTRACT TO THE LOWEST PRICE BUT WILL ASSESS THE PRICING THAT WILL PROVIDE SUFFICIENT SERVICES TO THE CITY AND AT LEAST A MINIMUM WAGE TO THE REQUIRED NUMBER OF CUSTODIAL EMPLOYEES

Name and telephone number available 24 hours a day, seven days a week to request on-call services:  
586-709-9517

**YOU MUST INCLUDE A MINIMUM OF THREE (3) CURRENT OR PAST CLIENT REFERENCES ON THE ATTACHED SHEET.**

YOUR COMPANY INFORMATION

Name of Company Du-All Cleaning, Inc.

Name of Person Submitting Bid Mondi Rakaj, President Du-All Cleaning, Inc.

Signature Mondi Rakaj

Address 35474 Mound Rd Sterling Heights, MI 48310

Phone 586-580-3617 Fax N/A Email: Mondi@dualcleaning.com

Date 08/23/2023

**REFERENCES - RFP 23-02 CUSTODIAL SERVICES:**

PLEASE LIST THREE REFERENCES (PREFERABLY OTHER MUNICIPALITY/GOVERNMENT ACCOUNTS) BELOW:

1. Organization: City of Royal Oak - Police Department  
 Address: 450 E 11 Mile Rd Royal Oak MI 48067  
 Contact Name: Deputy Chief Keith Spencer  
 Phone #: 248-246-3526 Fax #: Unk.  
 Email Address: KeithS@romi.gov
  
2. Organization: City of Roseville  
 Address: 26777 Gratiot Ave Roseville MI 48066  
 Contact Name: Robert DeBruyn, Director of Public Service  
 Phone #: 586-445-5470 Fax #: Unk.  
 Email Address: rdebruyn@roseville-mi.gov
  
3. Organization: Charter Township of Shelby  
 Address: 52610 Van Dyke Ave Shelby Twp MI 48316  
 Contact Name: Katie Ester - Director  
 Phone #: 586-739-7414 Fax #: Unk.  
 Email Address: kester@shelbytwp.org

## INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

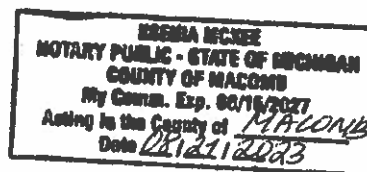
KNOW ALL MEN BY THESE PRESENTS: That Du-All Cleaning, Inc.  
 (Contractor/Company) By and through the undersigned Mondi Rakaj (Individual),  
 Its President (Title), respectively, agrees to indemnify and hold harmless the City of  
 Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights,  
 Michigan 48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates,  
 successors and assigns from any and all liability arising, directly or indirectly, from the following activity:  
**CUSTODIAL SERVICES FOR THE CITY OF MADISON HEIGHTS**

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

Mondi Rakaj  
 (Signature of person submitting bid)

Subscribed and sworn this 21<sup>st</sup> day of August, 2023 before me, a Notary Public in and  
 for said County.

K. Heckee  
 Notary Public



My Commission Expires:

08/15/2027

## NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

Mondi Rakaj being duly sworn deposes and says:

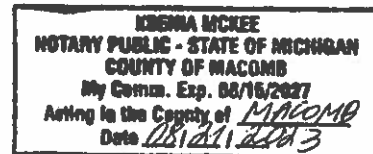
That he/she is President, Du-All Cleaning, Inc.  
(state official capacity in firm)

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

Mondi Rakaj  
(Signature of person submitting bid)

Subscribed and sworn this 21st day of August, 2023 before me, a Notary Public in and for said County.

K. McKee  
Notary Public



My Commission Expires:

08/15/2027



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06

Item 10.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Szura Insurance Services 109 E. Fourth St. Rochester, MI 48307-2021 Matthew T. Szura	<b>CONTACT NAME:</b> Matthew T. Szura <b>PHONE (A/C, No, Ext):</b> 248-651-4487 <b>FAX (A/C, No):</b> 248-651-3751 <b>E-MAIL ADDRESS:</b>												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Du-All Cleaning, Inc. Mondir Rakaj 35474 Mound Rd. Sterling Heights, MI 48310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> EMC Insurance Companies</td> <td style="width: 20%;"><b>NAIC #:</b> 21415</td> </tr> <tr> <td><b>INSURER B:</b> Accident Fund Ins. Co. of Amer</td> <td><b>10166</b></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> EMC Insurance Companies	<b>NAIC #:</b> 21415	<b>INSURER B:</b> Accident Fund Ins. Co. of Amer	<b>10166</b>	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b>													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D3-45-37-22	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E3-45-37-22	06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6J3-45-37-22	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below:		N/A	AF WCP 100035331	06/10/2023	06/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Leased/Rented</b>			6C3-45-37-23	06/10/2023	06/10/2024	Limit 230,000 Ded 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

SAMPLE1

\*\*\*SAMPLE CERTIFICATE\*\*\*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Matthew T. Szura

Sealed Bid

# CITY OF MADISON HEIGHTS

RFP #23-02 Custodial Services



AUGUST 23, 2023

DU-ALL CLEANING, INC.

35474 Mound Rd. Sterling Heights MI 48310 (586) 580-3617