



CITY OF MADISON HEIGHTS

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

CITY COUNCIL REGULAR MEETING AGENDA

MAY 08, 2023 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILWOMAN AARON

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

- [2.](#) Director of Public Services - 2023 National Public Works Week Proclamation
- [3.](#) Police Chief Haines - Police Officers Memorial Week Proclamation

PUBLIC HEARINGS:

- [4.](#) Public Hearing FY 2024 Budget Resolution & Tax Levy

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [5.](#) Director of Public Services - 2023 RCOC Summer Maintenance Agreement
- [6.](#) Finance Director - Protecting MI Pension Grant Program Resolution
- [7.](#) Finance Director - Pension Grant Funding Resolution
- [8.](#) Deliza Lee - Resignation from the Historical Commission
- [9.](#) Director of Public Services - Parks and Recreation Advisory Board 2023 Workplan
- [10.](#) City Council Regular Meeting Minutes of April 24, 2023

COMMUNICATIONS:

REPORTS:

- [11.](#) Director of Human Resources - Worker's Compensation Third Party Administrator Contract

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [12.](#) Director of Public Services - City Hall Basement Waterproofing

ORDINANCES:

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:

13. Closed Session - Legal Opinion, City of Madison Heights Human Relations and Equity Commission and Madison Heights Citizens United Co-Hosting Event on May 11, 2023, which is exempt from disclosure as provided for under Section 8 of the Open Meetings Act

ADJOURNMENT

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

DATE: May 3, 2023

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, May 8, 2023

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, May 8, 2023.

PRESENTATIONS:

PROCLAMATION NATIONAL PUBLIC WORKS WEEK

City Council is requested to approve a proclamation declaring the week of May 21-27, 2023, as National Public Works Week. This proclamation recognizes the hard work performed by the men and women of our Department of Public Services and the contributions these employees make every day to our health, safety, comfort, and quality of life. This year's theme is Connecting the World Through Public Works, and we encourage our residents to acquaint themselves with our dedicated public works professionals in Madison Heights.

PROCLAMATION POLICE OFFICERS MEMORIAL WEEK

City Council is being requested to approve a proclamation declaring May 15 as Police Officers Memorial Day and the week of May 15-21, 2023, as Police Officer Week in the City of Madison Heights, a week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their community and, in doing so, have established for themselves an enviable and enduring reputation for preserving rights and security of all citizens.

PUBLIC HEARING:

PUBLIC HEARING - FY 2024 BUDGET RESOLUTION, TAX LEVY, AND FEE SCHEDULE

The FY 2024 Budget Workshop was held on April 17, 2023. This public hearing is scheduled to receive public comments on the Proposed Budget. Under Section 8.4 of the City's Charter, a resolution has been drafted which, if approved, will adopt the Proposed FY 2024 Budget, appropriate funds, establish the property tax levy and approve several fee adjustments.

A tax millage decrease is proposed for FY 2024, and restructuring the water and wastewater rates for bills on or after July 1, 2023.

Following the public hearing, staff and I recommend that Council approve the FY 2024 Budget Resolution, Tax Levy, and Fee schedule.

CONSENT AGENDA:

It is the recommendation that the City Council approve the following items as part of the Consent Agenda:

2023 ROAD COMMISSION OF OAKLAND COUNTY SUMMER MAINTENANCE AGREEMENT

Attached for consideration is the proposed 2023 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain.

Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads and is compensated by RCOC for same. This contract offers a modest increase of 1.6% from last year, which is attributable to increases in the price of mowing and litter pickup. These service rates reflect the current bid prices solicited by the RCOC.

As part of the consent agenda, staff recommends that City Council approve this Agreement with the Road Commission for Oakland County and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC requests that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice the remaining 35% upon completion of the last maintenance activity.

PROTECTING MI PENSION GRANT APPLICATION RESOLUTION

The grant application for the Protecting MI Pension: Michigan Local Pension Grant Program requires a review of the grant program and a City Council resolution authorizing the City Manager to file a claim for the grant program in accordance with Michigan Department of Treasury issued parameters. The City of Madison Heights Police and Fire PA 345 Retirement System was deemed qualified to apply for this grant since the funding level, as of December 31, 2021, for this pension system was 56.1%, which is below 60%. The estimated grant award from the Protecting MI Pension grant program is \$3,631,364.

Additional grant program requirements include annually funding the minimum actuary-determined contribution, providing contractual benefit enhancement to this pension system only if 100% funded, and corrective action plan monitoring by the municipal stability board for five years.

As part of the consent agenda, staff recommends that City Council approve the resolution and authorize the City Manager to apply for the Protecting MI Pension grant program.

PROTECTING MI PENSION GRANT AMENDMENT PROGRAM RESOLUTION

A year ago, a State of Michigan House Bill 5054 of 2022 included \$750 million divided between communities with pensions funded at less than 60% and \$250 million divided by communities with pensions funded above 60%. The \$750 million legislation was passed, and the Protecting MI Pension grant program was created. However, the 2023 State budget does not include the \$250 million made by HB 5054, which received bipartisan support, and the State has unallocated revenues available. In

addition, the 2022 market losses increased pension expenses in addition to the annual pension obligation debt payments, thus increasing pension-related financial stress to local communities.

This resolution urges support by the Legislature and Governor to revisit HB 5054 and provide funding to local communities that have pensions that are funded above 60%, which would include the City of Madison Heights General Employees Pension Fund.

As part of the consent agenda, staff recommends that the City Council approve the resolution supporting the request to the State Legislature and Governor to revisit HB 5054 and include 2023 State Budget funding to local governments for plans that are greater than 60% funded.

RESIGNATION FROM THE HISTORICAL COMMISSION

As part of the consent agenda, City Council is being requested to accept the letter of resignation from Deliza Lee from the Historical Commission and declare the seat vacant.

RESIGNATION FROM THE CRIME COMMISSION

As part of the consent agenda, City Council is being requested to accept the letter of resignation from Colleen Mohahan from the Crime Commission and declare the seat vacant.

PARKS AND RECREATION ADVISORY BOARD – 2023 WORKPLAN

As requested by City Council, Parks, and Recreation Advisory Board has created the attached work plan. This plan has three action items advising DPS and Council to ensure adherence with the Recreation Master Plan, participating in City events to park informal conversations and garner citizen input about Parks and Recreation systems in Madison Heights, assisting volunteer groups in the City with service project opportunities in the Parks and Recreation system.

REPORTS:

WORKERS' COMPENSATION THIRD-PARTY ADMINISTRATION

In July 2010, the City moved to a self-insured program for worker's compensation insurance and contracted with a Third Party Administrator (TPA). By moving to a self-insured plan, the City has saved an estimated \$1.4 million from FY 2011 to FY 2022. As you are aware, in the self-insured worker's compensation system, a TPA is responsible for claims administration, directing medical care, and coordinating resolution to workplace injuries. The TPA works with injured employees directly, and the level of service and customer care is crucial for guiding employees through the medical process and helping them to return to work in a timely manner.

Staff recently issued a request for a proposal for Third Party Administrator services. The City received a total of four (4) proposals from the following agencies: Sedgwick, Comprehensive Risk Services (CRS), ASU Group, and CompOne. The City reviewed the proposal from Sedgwick, our current provider, but did not observe any significant changes to the existing contract or methods of service and given the history as well as pricing; therefore, we did not consider that proposal further due to poor performance from this vendor.

Of the remaining three agencies, staff compared all costs and interviewed the companies. The interview panel unanimously selected Comprehensive Risk Services to recommend for the award of this contract. This recommendation is based upon CRS having a long-established user-friendly electronic claims system with full access for three users, as well as their philosophy and approach to worker's compensation cases, which includes assigning nurse case managers only when necessary and based on injury type and employee position. The slight increase in annual fees as compared to ASU will likely be offset by more efficient medical care as well as personalized service that our employees deserve.

Staff and I respectfully request that Council approve a three (3) year contract for worker's compensation Third Party Administrator services to Comprehensive Risk Services at the unit prices as indicated in their proposal. The first-year base price for claims handling and data conversion fee is \$28,900.

BIDS AND PURCHASES

WATERPROOFING CITY HALL BASEMENT

The west end of the City Hall basement has increasingly been showing signs of water infiltration over the past several years, indicating a failure in the building's drain tile system around the foundation. As the City Hall project was going to be forthcoming, it was determined that the best course of action was to mitigate the situation with dehumidifiers and ventilation and address simultaneously with the project. These efforts proved successful, and as the budget was developed, the lower level of City Hall was intentionally left out of the project scope except for necessary building utility upgrades, with the intent of revisiting the waterproofing as funding allowed.

At this time in the project, the contingency balance remains strong, and the water infiltration has considerably worsened with the persistently wet spring we have experienced so far. The west end of the basement houses the elevator and elevator equipment, as well as the Finance, Treasury, and Clerk's office permanent records and election materials, making this work critical to maintain this permanent record storage. Time is also of the essence to get this work done before the parking lots are paved. The project team has obtained multiple quotes, putting this work in the \$47,000-\$50,000 range.

As this work is currently unbudgeted, we respectfully recommend that Council approve two separate motions:

1. To approve a Budget Amendment of \$50,000 to account 101-265-987-0000. A supermajority of 5 votes will be required.
2. To authorize the City Manager to execute a Change Order to Frank Rewold and Sons in an amount not to exceed \$50,000 for the City Hall Basement Waterproofing.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/8/23

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

AGENDA ITEM CONTENT: DPS - 2023 National Public Works Week

AGENDA ITEM SECTION: Presentations

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Submitted for Council's consideration is a proclamation declaring the week of May 21-27 as National Public Works Week in Madison Heights.

RECOMMENDATION:

Staff and I respectfully request that Council adopt the following proclamation declaring the week of May 21-27, 2023 as National Public Works Week, and encourage our residents, visitors, and City staff to acquaint themselves with, and pay tribute to our dedicated public works professionals in Madison Heights, and the work that they do for the benefit of the public.

MEMORANDUM

Item 2.

DATE: May 1, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: 2023 National Public Works Week

Annually, the month of May sees National Public Works Week declared and recognized by municipalities and civic organizations throughout the United States and Canada. Submitted for Council's consideration is a proclamation declaring the week of May 21-27 as National Public Works Week in Madison Heights.

The American Public Works Association (APWA), the sponsor of National Public Works Week, presents a new theme every year which is graphically depicted in the annual poster, and embodies the many responsibilities of our public works professionals. This year's theme is "Connecting the World Through Public Works". Explained further: *Public works is the thread that connects us all, no matter where we live in the world. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.*

The "Connecting the World Through Public Works" theme highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride.

Public works connectors help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. Join us in celebrating the quiet work these professionals do that makes life better for all of us.

Staff and I respectfully request that Council adopt the following proclamation declaring the week of May 21-27, 2023 as National Public Works Week, and encourage our residents, visitors, and City staff to acquaint themselves with, and pay tribute to our dedicated public works professionals in Madison Heights, and the work that they do for the benefit of the public.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

PROCLAMATION

Item 2.

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Madison Heights; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of the employees of the Madison Heights Department of Public Services, and their counterparts, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, business owners, civic leaders and children in Madison Heights to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the peoples' attitude toward and understanding of the importance of the work they perform; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association,


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Madison Heights does hereby proclaim the week of


MAY 21-27, 2023
NATIONAL PUBLIC WORKS WEEK

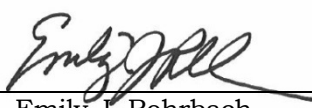
and urges all citizens, civic leaders, and civic organizations to join with the American Public Works Association in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



Roslyn Grafstein
Mayor


Toya D. Aaron
Councilwoman


Mark A. Bliss
Mayor Pro Tem


Sean D. Fleming
Councilman


Emily J. Rohrbach
Councilor


David M. Soltis
Councilman


Quinn J. Wright
Councilor



CONNECTING THE WORLD THROUGH PUBLIC WORKS

NATIONAL PUBLIC WORKS WEEK | MAY 21-27, 2023





AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/8/23

PREPARED BY: Corey Haines, Police Chief

AGENDA ITEM CONTENT: POLICE OFFICERS MEMORIAL WEEK PROCLAMATION

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND:

EXECUTIVE SUMMARY:

Congress and President of the United States have designated May 15th as Police Officers Memorial Day, in honor of those police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. The week in which it falls as Police Week and, that the Mayor and Council call upon the citizens of Madison Heights and upon all patriotic, civic and educational organizations to observe May 15-21, 2023, as police week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their community and, in doing so, have established for themselves an enviable and enduring reputation for preserving rights and security of all citizens.

RECOMMENDATION:

Staff requested City Council proclaim that May 15th be designated as Police Officers Memorial Day and the week of May 15th - 21st, 2023 as Police Week in the City of Madison Heights.

POLICE OFFICERS MEMORIAL WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15th as Police Officers Memorial Day, and the week in which it falls as Police Week; and,

WHEREAS, the members of the Madison Heights Police Department play an essential role in safeguarding the rights and freedoms of Madison Heights; and,

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression; and,

WHEREAS, the Madison Heights Police Department has grown to be modern and professional law enforcement agency that provides vital public service.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council call upon the citizens of Madison Heights and upon all patriotic, civic and educational organizations to observe **May 15-21, 2023**, as **POLICE WEEK** to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their community and, in doing so, have established for themselves an enviable and enduring reputation for preserving rights and security of all citizens.

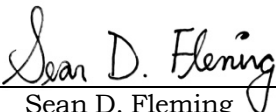
BE IT FURTHER RESOLVED, that **May 15, 2023**, be observed as **POLICE OFFICERS MEMORIAL DAY**, in honor of those police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.



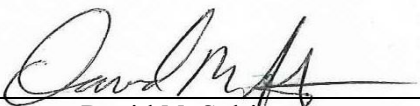
Roslyn Grafstein
Mayor



Toya D. Aaron
Councilwoman



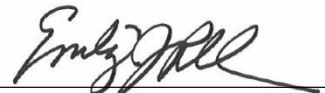
Sean D. Fleming
Councilman



David M. Soltis
Councilor



Mark A. Bliss
Mayor Pro Tem



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 8, 2023

PREPARED BY: Linda Kunath, Finance Director/Treasurer

AGENDA ITEM CONTENT: Public Hearing for Fiscal Year 2024 Budget Resolution and Tax Levy

AGENDA ITEM SECTION: Public Hearings

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

This public hearing is scheduled to receive public comments on the Proposed Budget, to appropriate funds, to establish the tax levy for the budget appropriations, and to approve changes to water and wastewater fees and department fees. Pursuant to Section 8.4 of the City's Charter, a resolution has been drafted which, if approved, will adopt the FY 2024 Budget, appropriate funds, levy the property tax, and approve several fee adjustments.

RECOMMENDATION:

Following the public hearing, I recommend that Council approve the FY 2024 Budget Resolution.

A RESOLUTION TO ADOPT A BUDGET FOR MUNICIPAL PURPOSES FOR THE CITY OF MADISON HEIGHTS FOR THE FISCAL YEAR 2023-24 TO APPROPRIATE FUNDS FOR SAID PURPOSES AND TO PROVIDE FOR A LEVY OF TAXES FOR SAID BUDGET APPROPRIATIONS

WHEREAS, in accordance with Section 8.4 of the Charter of the City of Madison Heights, it is provided that the City Council shall adopt a budget for the fiscal year, appropriate funds for said purposes and provide for a levy of taxes for said Budget appropriations; and

WHEREAS, on May 8, 2023, a public hearing was held in accordance with Section 8.3 of the Charter of the City of Madison Heights, and the statutes of the State of Michigan for the fiscal year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Budget hereto as Exhibit “A” is hereby adopted.
2. That the amounts set forth in said Budget are hereby appropriated for the purposes stated therein.
3. That 25.5288 mills per \$1,000 State Taxable Valuation on the real and personal property in the City of Madison Heights be levied to provide funds for said Budget for municipal purposes:

General Operating	12.8746
Solid Waste	2.4976
Police & Fire Retiree Benefits	7.0000
Neighborhood Road Improvements	1.8882
Senior Citizens	0.4484
Chapter 20 Drain Debt	0.8200
Total	<u>25.5288</u>

4. That the City of Madison Heights approves the imposition, by the City Treasurer, of a one percent (1%) property tax administration fee for all property taxes levied in Fiscal Year 2023-24 and for the imposition of a late penalty charged, when applicable, in accordance with Public Act 1982, specifically Michigan Compiled Laws, Section 211.44(7).
5. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for the operation of the Police and Fire Pension System.
6. That the City of Madison Heights assigns the authority to the City Manager and/or Finance Director to assign amounts for fund balance to be used for specific purposes.
7. That the City of Madison Heights approves and establishes Water and Wastewater Charges, set forth in Exhibit “B”, and Department Fee schedule.
8. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for principal and interest for the Chapter 20 Drain Debt Obligations.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout the Budget, and all transfers between appropriations may be made only by further action of the Council, pursuant to the provisions of the Michigan Uniform Accounting and Budget Act.

EXHIBIT "A"
CITY OF MADISON HEIGHTS
ADOPTED BUDGET RESOLUTION
FISCAL YEAR 2023-24

EXPENDITURES		REVENUES	
GENERAL FUND			
General Government	\$6,007,395	Property Taxes and Fees	\$25,630,067
Public Safety	23,087,867	Intergovernmental Revenues	6,422,717
Community Services	4,489,454	Other	6,797,079
Cultural and Recreation	2,958,973	Use of Fund Balance	10,157
Community Development	1,289,288		
Debt Service	1,027,043		
TOTAL	<u>\$38,860,020</u>		<u>\$38,860,020</u>
MAJOR STREET FUND			
Program Expenditures	\$2,756,382	Intergovernmental Revenues	\$2,570,185
		Other	0
		Use of Fund Balance	186,197
	<u>\$2,756,382</u>		<u>\$2,756,382</u>
LOCAL STREET FUND			
Program Expenditures	\$3,258,787	Property Taxes	\$1,967,018
		Intergovernmental Revenues	1,243,510
		Other	5,000
		Transfers In	300,000
		Use of Fund Balance	(256,741)
	<u>\$3,258,787</u>		<u>\$3,258,787</u>
PARKS MAINTENANCE & IMPROVEMENT FUND			
Program Expenditures	\$52,977	Other	\$52,977
		Use of Fund Balance	0
	<u>\$52,977</u>		<u>\$52,977</u>
DOWNTOWN DEVELOPMENT AUTHORITY			
Program Expenditures	\$191,605	Property Taxes	\$174,548
		Intergovernmental Revenues	39,077
		Other	250
		Use of Fund Balance	(22,270)
	<u>\$191,605</u>		<u>\$191,605</u>

EXHIBIT "A"
CITY OF MADISON HEIGHTS
ADOPTED BUDGET RESOLUTION
FISCAL YEAR 2023-24

EXPENDITURES		REVENUES	
	DRUG FORFEITURE FUND		
Program Expenditures	\$47,000	Intergovernmental Revenues	\$0
		Other	250
		Use of Fund Balance	46,750
	<u>\$47,000</u>		<u>\$47,000</u>
	COMMUNITY IMPROVEMENT FUND		
Program Expenditures	\$145,805	Intergovernmental Revenues	\$145,805
		Use of Fund Balance	0
	<u>\$145,805</u>		<u>\$145,805</u>
	MUNICIPAL BUILDING BOND		
Program Expenditures	\$257,100	Transfers In	\$257,100
	<u>\$257,100</u>		<u>\$257,100</u>
	WATER AND SEWER FUND		
Program Expenditures	\$12,173,049	Sales to Customers	\$12,610,832
		Other	315,800
		Use of Retained Earnings	(753,583)
	<u>\$12,173,049</u>		<u>\$12,173,049</u>
	MOTOR AND EQUIPMENT POOL		
Program Expenditures	\$1,034,194	Other	\$1,034,194
	<u>\$1,034,194</u>		<u>\$1,034,194</u>
	DEPARTMENT OF PUBLIC SERVICES		
Program Expenditures	\$2,328,850	Other	\$2,328,850
	<u>\$2,328,850</u>		<u>\$2,328,850</u>
	CHAPTER 20 DRAIN DEBT SERVICE		
Program Expenditures	\$850,187	Property Taxes	\$850,187
	<u>\$850,187</u>		<u>\$850,187</u>

EXHIBIT “B”
CITY OF MADISON HEIGHTS
WATER AND WASTEWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2023-24

STORMWATER CHARGES		
Description	Old Rate	New Rate
Single Family Residential (per ERU per quarter)	\$12.60	Eliminated
Commercial/Industrial (per ERU per month)	\$ 4.20	Eliminated
One ERU equals 2,600 square feet with runoff factor.		
WATER AND WASTEWATER RATE CHARGES		
Description	Old Rate	New Rate
Water rate	\$3.27	\$4.26
Wastewater rate	\$3.69**	\$6.30
** Sewer rate increase from \$3.69, will be part of Wastewater rate and set to \$6.30 per unit		

EXHIBIT “B”
CITY OF MADISON HEIGHTS
WATER AND WASTEWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2023-24

**CITY OF MADISON HEIGHTS
FEE SCHEDULE
FY 2024**

Table of Contents

Summary of Revisions	Page 6
Section 1 Community Development Services	Page 8
Section 2 City Clerk Service	Page 17
Section 3 Water and Sewer	Page 19
Section 4 Treasury and Assessing	Page 21
Section 5 Library	Page 22
Section 6 Fire Department	Page 23
Section 7 Police Department	Page 24
Section 8 Department of Public Services	Page 25
Section 9 Parks and Recreation	Page 26
Section 10 Active Adult Center	Page 28
Section 11 General Government	Page 29
Section 12 FOIA	Page 30

The FY 2023 City of Madison Heights Fee Schedule will be effective July 1, 2023 unless otherwise noted. Revisions approved are listed below:

SUMMARY OF REVISIONS:

Section 1. Community Development Department Services

- Landlord Licensing Renewal Period extended from three years to four years

Section 2. City Clerk Service

No Change

Section 3. Water and Sewer

Utility Rates

- Stormwater rate shall be eliminated
- Sewer rate increase from \$3.69, will be part of Wastewater rate and set to \$6.30 per unit
- Water rate increase from \$3.27 to \$4.26 per unit

Service Taping Fees:

- 1" Meter & Materials Increased from \$1,080 to \$1,250
- 1" Service Connection Increased from \$825 to \$900
- 1" Paving Increased from \$275 to \$300
- 1.5" Meter & Materials increased from \$1,460 to \$1,700
- 1.5" Service Connection increased from \$1,045 to \$1,250
- 1.5" Paving Increased to \$275 to \$300
- 2" Meter & Materials increased from \$1,980 to \$2,300
- 2" Service Connection increased from \$1,238 to \$1,500
- 2" Paving Increased from \$275 to \$300
- 3" Meter & Materials increased from \$3,190 to \$3,900
- 4" Meter & Materials increased from \$4,070 to \$ 4,900
- 6" Meter & Materials increased from \$ 6,050 to \$7,950

Meter Fees Have Increased:

- 5/8" Damaged/ Missing Transmitter (R900) Increased from \$105 to \$150
- 5/8" Damaged Register Head (Per Head if Compound) increased from \$95 to \$115
- ¾ " Damaged/ Missing Transmitter (R900) Increased from \$105 to \$150
- ¾' Damaged Register Head Increased from \$95 to \$115
- 1" Frozen Meter Charge W/ Service Charge Increased from \$275 to \$350
- 1" Damaged/ Missing Transmitter Increased from \$105 to \$150
- 1" Damaged Register Head (Per Head if compound) \$95 to \$115
- 1.5" Frozen Meter Charge W/ Service Charge Increased from \$505 to \$725
- 1.5" Damaged/ Missing Transmitter Increased from \$105 to \$150
- 1.5" Damaged Register Head (Per Head if compound) increased from \$95 to \$115
- 2" Frozen Meter Charge W/ Service Charge Increased \$620 to \$925
- 2" Damaged/ Missing Transmitter Increased from \$105 to \$150
- 2" Damaged Register Head (Per Head if compound) increased from \$95 to \$115
- 3" Frozen Meter Charge W/ Service Charge Increase from \$2,300 to \$3,000
- 3" Damaged/ Missing Transmitter Increased from \$105 to \$150
- 3" Damaged Register Head (Per Head if compound) Increased from \$95 to \$115
- 4" Frozen Meter Charge W/ Service Charge Increase from \$3,100 to \$3,950
- 4" Damaged/ Missing Transmitter Increased from \$105 to \$150
- 4" Damaged Register Head (Per Head if compound) Increased \$95 to \$115
- 6" Frozen Meter Charge W/ Service Charge Increase from \$4,600 to \$6,500
- 6" Damaged/ Missing Transmitter Increased from Increased from \$105 to \$150
- 6" Damaged Register Head (Per Head if compound) Increased from \$95 to \$115

MISC Service Fees:

- "No Show" Charge for service Call Increased from \$25 to \$30
- Service Call Overtime Charge (Mon- Sat) Decreased from \$150 to \$100
- Service Call Overtime Charge (Sun & Holidays) Decreased from \$300 to \$200

Section 4. Treasury and Assessing Services

No Changes

Section 5. Library Services

Program Fees:

- Coffee Concerts \$10 per concert for adults
- \$25 family rate per concert (two adults and up to six children)

Technology Material Fees:

- Paper pages printed (Page: one side of paper) First five black & white pages are free-of-charge daily.
- \$0.15 per additional page, black and white
- \$0.50 per page, color

Technology Fee:

- 3D printing \$0.10 per gram
- Buttons \$0.25 small button
- \$0.30 medium button
- \$0.50 large button
- Sublimation paper \$1.00 per 8.5 x 11 sheet
- Easy Subli HTV + Mask set \$5.00 each
- Laminating pouches \$0.25 per pouch (8.5 x 11)
- Embroidery stabilizer \$1.00 per foot (12 in sq)
- Material (vinyl, transfer tape, etc.) \$2.00 per foot
- SD card 32 GB \$10.00 each
- USB drive \$5.00 each
- Headphones or earbuds \$1.25 each

Miscellaneous:

- Arcadia Book: *Images of America, Madison Heights* \$22
- Library Card non-resident \$100 annual

Section 6. Fire Services

- ALS Emergency Transport decrease from \$900 to \$850
- ALS Emergency Transport II increase from \$550 to \$1,200
- ALS Non-Emergency Transport decrease from \$1,200 to \$500
- Treat No Transport Increase \$400 to \$450
- BLS Emergency Transports decrease from \$750 to \$700
- BLS Non-Emergency Transport decreased from \$500 to \$450
- Loaded Mile (scene to hospital fee per mile) Decrease \$18.00 to \$17.50
- BLS for Healthcare Providers \$40 per participant
- Heartsaver First Aid/CPR/AED \$60 per participant
- Heartsaver CPR/AED \$50 per participant
- Online CPR Practical Skills Verification \$30 per participant
- Off-site Location Fee \$50 per class

Section 7. Police Services:

No Change

Section 8. Department of Public Services

No Change

Section 9. Parks and Recreation

- The addition of park rental fee: \$25/hour (Resident) \$30/hour (non-resident) with a minimum of 2 hours up to 6 hours. Rentals exceeding 6 hours will incur an additional \$20/hour (Resident) \$25/hour (non-resident) up to a maximum of 14 hour + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
- Baseball/Softball Diamonds Prep fee increased \$20 to \$40 (Resident) \$60 (Non-Resident)
- Soccer/Football Field Prep fee changed to \$25/hour of use (Residents) \$45/hour(Non-Resident)
- The addition of Special Event Fee (Resident) \$500 per day + \$500 refundable security deposit.
- Special Event Fee (Non-Resident) \$750 per day + \$500 refundable security deposit.

Section 10. Active Adult Center Services

- Lunch Fee Decreased from \$3.50 to \$3.00

Section 11. General Government

- Wedding Ceremony Administration Fee Increase \$50.00 to \$75.00 Plus \$50 Payable to Mayor

Section 1. COMMUNITY DEVELOPMENT DEPARTMENT SERVICES**SCHEDULE OF FEES FOR PERMITS AND SERVICES****BUILDING FEES AND INSPECTION SCHEDULE**

Notice for all permits: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. A permit will be closed when no inspections are requested and conducted within 180 days of the date of issuance or the date of a previous inspection. Closed permits cannot be refunded. The charge to re-open a closed permit is \$75.00. Permits may be renewed, *prior to their expiration*, for a period of 180 days.

1.0 ELECTRICAL, MECHANICAL & PLUMBING PERMIT FEE SCHEDULE*Receipted to 101-017-4771-000*

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 The permit fees for any electrical, mechanical or plumbing permit shall be \$70.00 per inspection. A minimum of one inspection and the application fee are required on all permits. Permit renewals shall be \$35.00. Permit fees are non-refundable after work has started and non-transferable.
- 1.3 Contractor registration fee shall be \$15.00 for all categories of electrical, mechanical and plumbing contractors.
- 1.4 Permits shall be for the minimum number of inspections required in Section 3.
- 1.5 A fee of \$70.00 per inspection shall be charged for the re-inspection of all failed inspections.

2.0 BUILDING, MOVING, DEMOLITION AND SIGN PERMIT FEE SCHEDULE*Receipted to 101-017-4771-000*

- 2.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 2.2 The permit fees for building permits shall be an application fee plus the applicable permit fee. One inspection and the application fee are required on all permits. Permit renewals shall be \$35.00. Permit fees are non-refundable after work has started and non-transferable.
- 2.3 Contractor registration fee shall be \$15.00 for building, moving, demolition and sign contractors.
- 2.4 A fee of \$70.00 per inspection shall be charged for the re-inspection of all failed inspections.
- 2.5 FEE SCHEDULE

Building Permit Fees Residential Alterations, Additions and Accessory Structures*Receipted to 101-017-4771-000*

Accessory structures, remodels, repairs, alterations, and other small jobs based on improvement cost as follows:

\$30.00 non-refundable application fee plus permit fees as follows:

<u>Improvement Cost</u>		<u>Fee</u>
\$0.00 to \$1,000.00	=	\$70.00
\$1001.00 up	=	\$70.00 + \$6.30 per thousand or fraction thereof, over \$1000.00

Plan review fee when required = \$55.00

Certificate of Occupancy including replacement certificates = \$100.00

New One and Two Family Residential Construction*Receipted to 101-017-4771-000*

\$30.00 non-refundable application fee plus permit fees as follows:

\$850.00 plus \$1.15 per square foot over 1,000 square feet. For fee purposes all finished areas are included including habitable basement spaces and all attached garages.

Plan review fee when required = \$80.00

Certificate of Occupancy including replacement certificates = \$25.00

Exception: Permit and inspection fees for the construction of barrier free ramps serving one and two family dwelling units shall be waived.

Multiple Family, Commercial, and Industrial*Receipted to 101-017-4771-000*

\$30.00 non-refundable application fee plus permit fees as follows:

<u>Improvement Cost</u>		<u>Fee</u>
\$0.00 to \$6000.00	=	\$78.00
\$6,001.00 and above	=	\$0.013 x construction cost

Plan review fee = .005 x cost, minimum \$200.00, maximum \$5,000.00 In the event that the Department requires review by outside consultants as part of the plan review, all costs for required outside architectural or engineering reviews shall be paid by the applicant in addition to the standard plan review fees.

Certificate of Occupancy - Multiple-Family, Commercial, Industrial*Receipted to 101-017-4771-000*

Additions/New Construction/Change in use, owner or occupant: \$200.00.

(Where only the ownership of a multi-tenant building changes, the building owner shall be responsible for obtaining a new certificate of occupancy for each tenant. The fee for each new tenant certificate shall be 20% of the regular fee. Where it has been less than one year since issuance of a certificate of occupancy for any tenant space, the fee and inspection will be waived for that tenant space.)

Attached residential condominiums: \$25.00 per unit.

Replacement certificates: \$25.00

Temporary Certificate of Occupancy*Receipted into 101-017-4770-000 with bonds in 705-000-2830-000*

Single-family residential - \$250.00 plus bond of \$500.00 per incomplete item or 100% of cost, whichever is greater. Bondable items are concrete, sod and final grade in the winter months only. Bond for an as-built plot plan shall be \$1000.00.

All other construction - \$325.00 plus bond for 100% of incomplete work.

All temporary certificates are 90 days maximum with one renewal.

Signs*Receipted into 101-017-4770-000*

All permits shall be assessed a non-refundable application fee of \$30.00.

Permit Fees: Permit fees are non-transferable.

Permanent signs

Ground signs: Up to 60 square feet \$200.00

Wall signs: Up to 100 square feet \$200.00
Over 100 square feet \$280.00

Re-Facing Permanent signs

Ground signs: Up to 60 square feet \$185

Wall signs: Up to 100 square feet \$185
Over 100 square feet \$265

Demolition*Receipted into 101-017-4770-000 with bonds in 705-000-2830-000*

All permits shall be assessed a non-refundable application fee of \$30.00.

Residential

\$210.00 (Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Permit Fees:

Commercial and Industrial

Permit Fees: Up to 30,000 cubic square feet \$210 (Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Over 30,000 cubic square feet \$210 plus \$5 per 1,000 cubic square feet (Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Performance Bond \$5,000.00 (Note: Bond required for all demolition permits including homeowner permits. Bond may be reduced to \$1,000.00 for qualified homeowners at the Department's discretion.)

Moving*Receipted into 101-017-4770-000 with bonds in 705-000-2830-000*

All permits shall be assessed a non-refundable application fee of \$30.00.

Permit Fees: \$140.00 (Includes pre and post move inspection. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required)

Performance Bond \$5,000.00

Utility Disconnect Fees for Demolition (established by Utility Department):*Received into 590-551-8180-000*

See page 15, Miscellaneous Service Fees

Code Inspections*Received into 101-017-4770-000*

\$70.00 per inspector/per hour, or fraction thereof.

Overtime Inspections*Received into 101-017-4770-000*

\$105.00 per hour.

Additional/Add-on Inspections, All Permits*Received into 101-017-4770-000*

\$70.00 per inspection.

Appeal Boards*Received into 101-017-4770-000*

Construction Board of Appeals. \$250.00

3.0 INSPECTIONS: MINIMUM NUMBER AND WHEN REQUIRED**3.1 Electrical: Single-Family Residential**

For new construction a minimum of three inspections are required, a service, rough and final inspection. An additional inspection shall be required if temporary service is provided.

Remodels shall require a minimum of two inspections, a rough and a final. For all other types of work of this class, inspections shall be required for each visit required from the electrical inspector.

3.2 Electrical: Multiple-Family, Commercial, and Industrial

For a multiple-family structure or multi-tenant commercial or industrial building, a minimum of two inspections, a rough and a final, shall be required for each living or work unit in such a structure. An inspection shall also be required for the service.

For all other buildings of this class, inspections shall be required for each visit required from the electrical inspector. The inspector shall estimate the number of visits required.

A separate inspection shall be required for temporary service.

3.3 Mechanical: Single-Family Residential

1. For new construction a minimum of three inspections, a rough, final, and gas line inspection shall be required for each heating system. A separate inspection shall be required for each cooling system. A heating or cooling unit without a distribution system shall require one inspection.

Remodels shall require a minimum of a rough and final inspection. For all other types of work of this class, inspections shall be required for each visit required from the mechanical inspector.

2. Pre-fab fireplaces shall require a minimum of one inspection per dwelling unit. Multiple fireplaces in the same dwelling unit and inspected on the same visit shall require one inspection. Units may also require a gas line pressure test and inspection.

3.4 Mechanical: Multiple-Family, Commercial, Industrial

Each heating and/or cooling unit shall require one inspection. Each multi-family dwelling unit shall require a rough and final. Installation or modification of any distribution system not involving the associated heating/cooling unit shall require one inspection. Where an underground inspection(s) is required, an additional inspection shall be charged per visit. Gas lines require an additional pressure test and inspection per system.

Refrigeration units of one horsepower or greater shall require one inspection per unit. Concealed piping shall require an additional inspection per system.

3.5 Plumbing: Single-Family Residential

For new construction an underground, rough and final plumbing inspection shall be required.

Remodels shall require a minimum of two inspections, a rough and final. For all other types of work of this class, inspections shall be required for each visit required from the plumbing inspector.

3.6 Plumbing: Multiple-Family, Commercial, Industrial

Each unit in a multiple-family structure or in a multi-tenant structure shall require a rough and a final inspection. An additional inspection for underground plumbing shall be required for each unit in a strip center. A multiple-family structure or other multi-tenant building shall require an additional inspection for underground plumbing at the rate of one inspection per building. An additional inspection shall be required for sewer and water service.

All other commercial and industrial buildings shall be charged at the rate of one inspection for each visit required from the plumbing inspector. The inspector shall estimate the number of visits required.

3.7 Building: All Construction

Building inspections shall follow the schedule below to the extent applicable:

- a. Footing - before footing is poured. Property lines must be identified for the inspection.
- b. Backfill - before foundation wall is backfilled and before slab floors and with sill plate and foundation drain in place and anchor bolts installed.
- c. Brick Ledge - after first course of brick, flashing, weep holes, and pea stone are installed.
- d. Rough - before any framing is covered and after rough electrical, mechanical and plumbing inspections are approved.
- e. Insulation - prior to covering insulation.
- f. Slab - prior to pouring concrete slab with sub-base, forms and any reinforcement and insulation installed. g. Fireplace - Masonry - when damper and first flue liner are in place.
- h. Drywall - fastener inspection before drywall is taped.
- i. Final - after final electrical, plumbing, and mechanical inspections are approved.
- j. Final Site/Certificate of Occupancy - when all inspections are approved and prior to Occupancy. It is illegal to occupy a building before a Certificate of Occupancy is issued. As built drawings including the approved, existing, final grade elevations must be received before an occupancy certificate can be issued.

CONCRETE PERMITS INCLUDING NON-TELECOMMUNICATION WORK IN R.O.W.*Received into 101-017-4770-000 with bonds in 705-000-2830-000*

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 Permit Fees: Permit fees are non-refundable after work has started and non-transferable.
- Cutting, repair, sawing, removal, replacement or modification of street surface,
aprons or curb and gutter:
\$70.00 per required inspection
(Two inspections required minimum unless work is covered by a site plan and bond.)
\$5,000 bond (\$1,000 for qualified homeowner permits at the Departments discretion) required for r.o.w.
work. Waived for registered contractors with annual bond posted and projects with site plan
guarantee bonds posted.
- Concrete flatwork \$70.00 per inspection (fees waived for five (5) squares or less of public sidewalk)
- 1.3 Contractor registration fee:
- | | |
|------------------|--|
| Registration | \$15.00 |
| Performance Bond | Minimum \$5,000.00 (Required for r.o.w.) |

PRIVATE SEWER AND WATER SERVICE*Received into 101-017-4770-000 with bonds in 705-000-2830-000*

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 Permit Fees: Permit fees are non-refundable after work has started and non-transferable.
Private sewer and water leads (from the building to the storm sewer, sanitary sewer or water main) including
replacements:
- | | |
|------------------------------|---------------|
| Storm or sanitary sewer lead | \$70.00 each. |
| Water lead | \$70.00 each. |
| Gate wells or structures | \$70.00 each. |
- Public sewer and water mains: See non-telecommunication engineering fees below
- 1.3 Contractor registration fee:
- | | |
|------------------|----------------------------------|
| Registration | \$15.00 |
| Performance Bond | \$5,000.00 (Required for r.o.w.) |

PLANNING FEES*Received into 101-030-6071-000*

- Site Plan Review
- | | |
|----------------------------|----------|
| Residential (multi-family) | \$700.00 |
| Non-Residential | \$850.00 |

Revised Site Plans (changes of 30% or more) 75% of original fee

- | | |
|-----------------------------|--|
| Plats and Site Condominiums | \$1,000.00 + \$15 per unit for residential and \$75 per acres for nonresidential |
| Easements: | |
| Vacations | \$500.00 |
| Encroachments | \$ 50.00 |
| Land Divisions | \$500.00 plus \$50 per resulting lot |
| Land Divisions with road | \$750 plus \$50 per resulting lot |
| Landscape Plan Review | \$500.00 |

Variance Review (Single Family)	\$300.00
Variance Review (Dimensional)	\$400.00 plus \$300 per variance
Use Variance Review	\$1,000.00

Parking or Traffic Study Review \$500 minimum with actual cost due upon completion

ZONING FEES

Received into 101-044-6701-000

Z.B.A.

Variance Review (Single Family)	\$300.00
Variance Review (Dimensional)	\$400.00 plus \$300 per variance
Use Variance Review	\$1,000.00

Special Use Approvals	\$750.00
Re-zonings	\$1,500.00

BROWNFIELD REDEVELOPMENT AUTHORITY FEES

Received into 101-044-6701-000

Application fee: \$1,500.00 plus \$2,500.00 engineering escrow.

ENGINEERING FEES - (NON-TELECOMMUNICATION)

Received into 101-030-6701-000

Engineering Plan Review	Application fee (Non-refundable)	\$400.00 for all projects
	Public projects - Review fee	2% of site construction cost
	Inspection fee	4% of site construction cost (see r.o.w. inspection below.)
	Private projects - Review fee	2% of site construction cost (\$200.00 Minimum)
	Residential site/plot plan review	\$75.00

Engineering Inspections: \$70 / Inspection + \$100 for each Compaction / Material Test

Landfill permits: \$60.00 + \$0.05 per cubic yard of fill.

RIGHT-OF WAY PERMITS – (NON-TELECOMMUNICATION)

Received into 101-030-6701-000

Application Fee:	\$200.00 (non-refundable)
Review fee	2% of the cost of the project. Minimum \$200.00
Inspection Fees:	4% of the cost of the project. If the inspection fees exceed 4% of the project cost, the permittee shall be charged 175% of the actual payroll costs (including but not limited to wages, fringe benefits and/or expenses) for all inspection fees exceeding the non-refundable 4% inspection fee.
	\$100.00 for each road crossing/driveway compaction test
Bonds	Cash Bond \$5,000
GIS Fee	\$150.00.

LANDLORD LICENSING

Receipted into 101-017-4771-000

Four-Year Registration Fees:	New Registrations and Renewals Through Renewal Date*
Single-family	\$200.00
2 to 4 units	\$245.00
5 or more units	\$47.50 per unit

*Code enforcement action will commence if the application and fee are not received before the current expiration date; if the renewal is not completed within thirty (30) days after the renewal date; or if a new application is not completed within thirty (30) days of the initial application date.

A fee of \$70.00 per inspection shall be charged for all locked-out inspections and the second re-inspection of all failed inspections.

Note: All renewal licenses are for thirty-six (36) months. New and pro-rated licenses may be for less than thirty-six (36) months. All licenses for the same landlord will expire on the same date.

CODE ENFORCEMENT PROPERTY MAINTENANCE FEES

Service:	Cost: (Note: Mowing, labor and disposal costs are based on the current contract.)
Mowing	First Offense \$100.00 Administrative Fee + Actual Contractor Charges Second Offense (same growing season) \$200 + Actual Contractor Charges Third or more Offenses (same growing season) \$300 + Actual Contractor Charges

Receipted into 101-030-6260-000

Clean-up/Debris Removal (ROW)	\$150.00 Administrative Fee + Actual Labor and Disposal Charges Repeat Offenders \$250.00 Administrative Fee + Actual Labor and Disposal Charges
Clean-up/Debris Removal (PVT)	\$250.00 Administrative Fee + Actual Labor and Disposal Charges * Repeat Offenders \$500 Administrative Fee + Actual Labor and Disposal Charges * *Warrant required prior to contractor authorization

Receipted into 101-030-6270-000

Snow Removal (Public Walks)	First Offense \$100.00 Administrative Fee + Actual Contractor Charges Second Offense (same growing season) \$200 + Actual Contractor Charges Third or more Offenses (same growing season) \$300 + Actual Contractor Charges
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Receipted into 101-030-6250-000

HOTEL INSPECTIONS

Annual Building and Fire Inspections	\$15 per unit / per year
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MEDICAL MARIHUANA FACILITY/MEDICAL MARIHUANA GROW OPERATION

Application Fee	\$500 nonrefundable
Annual License Fee	\$5,000 per year

GEOGRAPHIC INFORMATION SYSTEM FEES

Received into 101-030-6075-000

Digital prices are for digital raw data of City of Madison Heights. Datasets are to be distributed “AS IS” at the time of sale. The cost DOES NOT include, updates to ongoing coverage projects. Creation of mapping products that do not exist; shall be \$75.00 per hour plus printing costs.

	Small Format (11 x 17)	Large Format (24 x 36 & up)
Hardcopy Maps		
Aerial Photos (City wide)	NA	\$25.00-\$45.00
Existing Land Use Map	\$5.00	\$25.00
Future Land Use Map	\$5.00	\$25.00
Zoning Map	\$5.00	\$25.00
General Street Map	\$5.00	\$25.00
Utility ¼ Section Map	\$5.00	\$25.00
Benchmark Map	\$5.00	\$25.00
Street Map	\$5.00	\$25.00
Misc. (Future printed products)	\$5.00	\$25.00

Electronic File Format Prices (when available)

Layers	Prices	Per Section
Benchmarks (elevations)	\$50.00	NA
Contours	\$250.00	\$75.00
Aerial Photos	\$250.00	\$75.00
Parcel Coverage (property lines)	\$500.00	\$135.00
Pictures of all parcels	\$200.00	NA
Pavement Management (profiles)	\$500.00	NA
Road Projects	\$50.00	NA
Sidewalk Gap	\$50.00	NA
Utilities (each)	\$500.00	\$135.00
City Fiber Network	\$200.00	NA
Street ROW	\$200.00	NA
Street light network	\$200.00	NA
Street sign	\$100.00	NA
Public Facilities (buildings, properties)	\$100.00	NA
Zoning	\$100.00	NA
Existing Land Use	\$100.00	NA
Future Land Use	\$100.00	NA

Section 2. CLERK DEPARTMENT SERVICES**Business License/Permits****Business Licenses:***Receipted into 101-014-4570-000*

Business Licenses: \$100.00 per year

Marihuana - Medical/Adult-Use Business License: \$5,000.00 per year

Marihuana – Caregiver Business License: \$300.00 per year + any applicable re-inspection fees

Massage Business License: \$300 per year + \$150 per licensed massage therapist

Late Fee is double the fee listed above.

Temporary/Seasonal Business Licenses \$100.00

Home Solicitation Licenses \$100.00

Medical or Adult-Use Marihuana Facility/Medical or Adult Use Marihuana Grow Operation Business License Application fee
 \$500.00 non-refundable

Animal License/Permits**1.0 Dogs and Cats.***Receipted into 101-017-4800-000*

All dogs and cats, six (6) months of age or older, must be licensed and have a current Rabies Vaccination Certificate. Residents must provide a valid rabies vaccination certificate signed by the veterinarian to obtain a license.

- Rabies Vaccination must be valid for:

6 months to receive a 1-year license	\$10.00	Spayed/Neutered: \$7.00
24 months to receive a 2-year license	\$15.00	Spayed/Neutered: \$10.00
36 months to receive a 3-year license	\$20.00	Spayed/Neutered: \$15.00

A \$5.00 penalty per pet will be imposed if the license renewal occurs more than 30 days after the rabies vaccination expires

- Animal Tag Replacement \$1.00 per tag

2.0 Domestic Hens*Receipted into 101-017-4800-000*

Single-family residence shall be allowed to keep up to six (6) domesticated hens. Roosters or male chickens are prohibited. An annual license valid from January 1 – December 31 of each calendar year, is required. Each hen licensed shall at all times have attached to the hen a City-issued leg band corresponding to the City issued license.

\$20 per single-family residence.

Miscellaneous Fees**1.0 Bicycle Licenses***Receipted into 101-017-4810-000*

All bicycles to be ridden in the City on a street or public path shall be licensed.

Bicycle \$2.00 one-time fee per bicycle

2.0 **Vital Health Statistics***Received into 101-030-6078-000*

Birth Certificates – First Copy	\$15.00
Birth Certificates – Second and additional copies	\$ 5.00
Death Certificates – First Copy	\$15.00
Death Certificates – Second and additional copies	\$ 5.00

3.0 **Video/Vending Machine***Received into 101-014-4570-000*

Distributor Licenses	\$10.00
Amusement Devices (Pool Tables, Jukeboxes)	\$20.00
Vending Machines	\$20.00
Video/Electronic Amusement Devices	\$62.50

4.0 **Voter Registration Records**

Processing Fee and Excel spreadsheet	\$12.00
Electronic Media Storage and Excel spreadsheet	\$12.00 + actual price of storage device

5.0 **Notary Fees**

Notarizing Documents	Residents	– first documents no-charge additional documents \$10
	Non-resident	– each documents \$10

6.0 **Copy Fees**

Copies	\$0.10 per page
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Section 3. WATER AND SEWER OPERATION SERVICE FEES

Utility Rates

1.0 Water and Sewer Rates

Residential water receipted into 590-010-6430-000

Commercial/industrial water receipted into 590-010-6440-000

Wastewater receipted into 590-020-6115-000

Residential customers of the City are billed quarterly depending on what district or area of the City they live. All residential customers that are connected to the City water/sewer system are subject to a minimum bill of 10 units per quarter.

Commercial customers of the City are billed monthly. All commercial customers that are connected to the City water/sewer system are subject to a minimum bill of 3.33 units per month.

Water and Wastewater are billed in units. 1 unit = 100 cubic feet = approximate 748 gallons.

Water	\$4.26 per unit
Wastewater	\$6.30 per unit

2.0 Stormwater

Stormwater fees shall be eliminated.

Service Fees

1.0 Service Tapping Fees

Meter & Materials receipted into 590-000-2735-000

Service Connection receipted into 590-000-2736-000

Transmission receipted into 590-000-6113-000

Paving receipted into 590-010-6111-000

Sewer Privilege Fee receipted into 590-020-6117

If the service requires crossing a five (5) lane highway, additional charges will apply.

Supply/ Meter Size						
Description	1"	1 ½"	2"	3"	4"	6"
Meter & Materials	\$1,250	\$1,700	\$2,300	\$3,900	\$4,900	\$7,950
Service Connection	\$900	\$1,250	\$1,500	-	-	-
Transmission	\$72	\$72	\$72	-	-	-
Paving	\$300	\$300	\$300	-	-	-
Sewer Privilege Fee	\$622	\$897	\$1,183	\$2,310	\$3,493	\$3,575
Total	\$3,144	\$4,219	\$5,355	\$6,210	\$8,393	\$11,525

2.0 Meter Fees

Receipted into 590-010-6111-000

GLWA pass through charges receipted into 590-010-6490-000

Description	5/8"	¾"	1"	1 ½"	2"	3"	4"	6"
Frozen Meter Charge w/service charge	\$180	\$180	\$350	\$725	\$925	\$3,000	\$3,950	\$6,500
Damaged/Missing Transmitter (R900)	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Damaged Register Head (Per Head if Compound)	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115
GLWA (Pass Through)	\$3.38	\$5.07	\$8.45	\$18.59	\$27.04	\$49.01	\$67.60	\$101.40

3.0 Miscellaneous Service Fees

Receipted into 590-010-6111-000

Fire Suppression Private Water Line Charge	\$5 per month
Final Reading	\$20 per account processed
“No Show” Charge for service calls	\$30 per occurrence
Turn-Off/Turn-On	\$60
Reinstall Meter with Turn-On	\$60
Meter Bench Test (5/8 – 1 ½”) – Reading within AWWA range	\$60
Meter Bench Test (2” and above)– Reading within AWWA range	\$350
Fire Suppression System – Turn-Off/Turn-On	\$60
Construction Water Use	\$125
Hydrant Meter Deposit	\$2,000
Disconnect Water Service from Main (3/4”-2”)	\$700
Disconnect Water Service from Main (3”-6”)	\$1,000
Service Call Overtime Charge (Mon- Sat)	\$100
Service Call Overtime Charge (Sun & Holidays)	\$200
Hydrant Flow Test	\$100
Hydrant Flow Test with Salt Needed	\$175
Hydrant and Meter Rental	\$5 per day + water consumption

Tampering with meter or water service:

Residential	50-unit penalty plus the City may prosecute
Commercial/Industrial	100-unit penalty plus the City may prosecute
Bypass violations	100 unit penalty plus the City may prosecute

Section 4. TREASURY AND ASSESSING SERVICE FEES**Property Affidavit Penalty***Receipted into 101-011-4040-000*

A Property Affidavit must be filed within 45 days of the property transfer. Filing is mandatory and required Form 2766 from the Michigan Department of Treasury.

Penalty for failure to complete and submit all required paperwork to the City:

- Industrial and Commercial property:

If the sale is \$100,000,000 or less - \$20 per day for each separate failure beginning after the 45 days have elapsed up to a maximum of \$1,000

If the sale is \$100,000,000 or more - \$20,000 after the 45 days have elapsed

- Real property other than industrial and commercial:

\$5 per day for each separate failure beginning after the 45 days has elapsed, up to a maximum of \$200.

Tax Administration Fee*Receipted into 101-011-4470-000*

The City of Madison Heights bills and collects taxes on behalf of all taxing jurisdictions in the City. A 1% fee of all taxes billed is added to cover this service as allowed in the State of Michigan General Property Tax Act 211.4 (3).

Duplicate Bill Fee*Receipted into 101-044-6701-000*

If a duplicate bill must be printed for payment or customer records the City charged a duplicate bill fee. This fee is set by the Department Head Based on an estimate of time and materials.

\$3 per bill requested

Stop Payment Fee*Receipted into 101-044-6701-000*

If the City must stop payment of a check issued a \$25 stop payment fee may be charged to the payee of the check. This fee is set by the Department Head based on the fee the City is charged from our banking institution.

Returned Check/ACH Fee*Receipted into 101-044-6705-000*

If a customer has a payment returned for any reason including (non-sufficient funds, closed account, wrong account information) a \$25 returned check/ach fee will be charged to the customer. This fee is set by the Department Head based on the fee the City is charged from our banking institution.

Section 5. LIBRARY SERVICE FEES**Rental and Late Fee***Receipted into 101-030-628-6085*

Library materials that are not returned within 21 days of date due or are returned damaged are charged the full replacement cost of item at the time of purchase. Damaged items needing repair instead of replacement will be charge the repair cost instead of replacement.

Program Fees*Receipted into 705-000-299-2000*

Coffee Concerts	\$5 per concert for children under 12 and senior citizens
	\$10 per concert for adults
	\$25 family rate per concert (two adults and up to six children)

Technology Material Fees*Receipted into 101-033-628-6086*

Paper pages printed (<i>Page: one side of paper</i>)	First five black & white pages are free-of-charge daily. \$0.15 per additional page, black and white
	\$0.50 per page, color
3D printing	\$0.10 per gram
Buttons	\$0.25 small button \$0.30 medium button \$0.50 large button
Sublimation paper	\$1.00 per 8.5 x 11 sheet
Easy Subli HTV + Mask set	\$5.00 each
Laminating pouches	\$0.25 per pouch (8.5 x 11)
Embroidery stabilizer	\$1.00 per foot (12 in sq)
Cricut material (vinyl, transfer tape, etc.)	\$2.00 per foot
SD card 32 GB	\$10.00 each
USB drive	\$5.00 each
Headphones or earbuds	\$1.25 each

Miscellaneous*Arcadia Book Fees receipted into Historical Commission Escrow 705-000-291-9000**All other receipted into 101-030-628-6085*

Fax	\$1 per page. Limit: 10 pages per person per day.
Library Card non-resident	\$100 annual
Arcadia Book: <i>Images of America, Madison Heights</i>	\$22

Section 6. FIRE SERVICE FEES**Ambulance and Emergency Response Fees****1.0 Advanced Life Support Services***Receipted into 101-044-6707-000*

ALS Emergency Transport	\$850
ALS Emergency Transport II	\$1,200
ALS Non-Emergency Transport	\$550
Treat No Transport	\$400

2.0 Basic Life Support Services*Receipted into 101-044-6707-000*

BLS Emergency Transports	\$700
BLS Non-Emergency Transport	\$450

3.0 Miscellaneous Fees*Receipted into 101-044-6707-000*

Loaded Mile (scene to hospital fee per mile)	\$17.50 per mile
Oxygen	\$50
Extrication	\$500
Defibrillator	\$50
Cost Recovery for Structure Fires	\$500

Miscellaneous Fees**1.0 Cardiopulmonary Resuscitation (CPR) Course Courses***Receipted into 101-044-6709-000*

Course fees include supplies and materials used.

BLS for Healthcare Providers	\$40 per participant
Heartsaver First Aid/CPR/AED	\$60 per participant
Heartsaver CPR/AED	\$50 per participant
Online CPR Practical Skills Verification	\$30 per participant
Off-site Location Fee	\$50 per class

2.0 Inspections and Reporting

Fire incident reports	See Section 12 – FOIA Fees
EMS reports	See Section 12 – FOIA Fees
Environmental Inspection Assessment	\$25 per assessment
Fire Re-Inspection	no charge 1 st and 2 nd inspection
	3 rd inspection \$100 each
	4 th inspection \$200 each
	5 th or more inspection \$300 each

False alarms – see fee schedule in the Police Department in Section 7.

Section 7. POLICE SERVICES FEES**False Alarm Fees**

Number of alarms is determined on a rolling calendar year from the date of the first false alarm.

1st False Alarm	No Charge
2nd False Alarm	No Charge
3rd False Alarm	\$100
4th False Alarm	\$200
5th False Alarm	\$300
6th False Alarm	\$400
7th and all subsequent violations	\$500

Police FOIA and Miscellaneous Fees**1.0 FOIA**

In-Car Video Recordings	actual wages to prepare
Audio Tapes	actual wages to prepare
Photographs	actual wages to prepare
File size requiring an external drive	\$7.50 in addition to actual wages to prepare

2.0 Reports

Accident Reports	\$15 per report set by contract with Oakland County
Police Report Photographs (excluding accident report)	\$0.10 per page of photographs

Section 8. DEPARTMENT OF PUBLIC SERVICES**RV Lot Rental Fee***Receipted into 101-030-6285-000*

RV Lot Rental based on availability	\$250 annually with renewals on July 1
RV Lot Late Payment Fee	\$50 late fee after renewal due date of June 30 each year

Brush Chipping Fee*Receipted into 101-030-6270-000*

Curbside brush chipping service	\$25 per every 15 minutes
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Mobile Home Solid Waste Collection Fee*Receipted into 101-030-6240-000*

Solid Waste Collection	\$10.00 per unit
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This fee is invoiced twice per year based on per unit count as verified by a representative of the Department of Public Services.

Section 9. PARKS AND RECREATION SERVICE FEES

The City of Madison Heights offers numerous classes and programs through our recreation department. The resident and non-resident fees are set each class cycle based on cost for instructors, program expenses and staff. These fees are published by class/program in the recreation brochure.

Meeting Room Rentals

The City of Madison Heights allows groups to use the Breckenridge Room, City Hall, Lower Level Rooms and Fire Department Room.

1.0 Groups for which No fee is charged:

Programs sponsored by the City
 Meeting of Madison Heights non-profit (501 C3) political, educational organizations
 Organizations where all members reside in Madison Heights (i.e. sports leagues, condo associations, etc.)
 Service clubs that reside in Madison Heights
 County, state and federal offices requesting usage for business use

2.0 Groups for which a \$20 an hour/minimum of 2 hours will be charged:

Any non-profit groups (must provide a copy of 501-C3 documentation) that do not reside in Madison Heights (this would include organizations such as Toy Dog Club, Trout Unlimited, etc.)
 Any adult* group/club providing an activity to make money for the club/group
 Any adult* group desiring to have instructional or social activity for their own benefit where a fee is assessed to participants

3.0 Groups for which a \$30 an hour/minimum of 2 hours will be charged:

Any group originating from a business establishment such as union meetings, company staff meetings
 Groups other than civic, cultural, educational, political groups, deriving personal or financial gain
(such as sales meetings, investment clubs, training sessions, etc.)
 Any group not comprised of 75% Madison Heights residents.

Park, Park Pavilion and Park Building Rentals

The City of Madison Heights allows the rental of Pavilions A, B and C at Civic Center Park and the Monroe Park Pavilion. Residents have first choice of reservations through March 31st each year. On or after April 1st each year rental is available to residents and non-residents on a first come first served basis.

Park Rental Fees	\$25/hour with a minimum of 2 hours up to 6 hours. Rentals exceeding 6 hours will incur an additional \$20/hour up to a maximum of 14 hours + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
Non-Resident Park Rental Fees	\$30/hour with a minimum of 2 hours up to 6 hours. Rentals exceeding 6 hours will incur an additional \$25/hour up to a maximum of 14 hours + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
Pavilion Rental Fees	\$50 per pavilion + \$50 refundable damage/cleaning deposit
Non-Resident Rental Fee	\$100 per pavilion + \$50 refundable damage/cleaning deposit
Cancellation Fee	\$10 with one week (7 days) notice No refund will be given if cancelled in less than one week (7 days) of the rental date
Park Building Rental Fee	\$50/2 hour block of time, rounded to each 2 hour period per building + \$100 refundable damage/cleaning deposit
Non-Resident Park Building Rental Fee	\$100/2 hour block of time, rounded to each 2 hour period per building + \$100 refundable damage/cleaning deposit
Park Building Lost Key Fee	\$25 if key is not returned
Special Event Fee (Resident)	\$500 per day + \$500 refundable security deposit
Special Event Fee (Non-Resident)	\$750 per day + \$500 refundable security deposit.

Nonprofit and volunteer groups that regularly volunteer in the City shall rent the (Breckenridge Room), Fire Station (Training Room), Park Buildings, and City Hall (Lower Level Rooms) at no cost if the rental does not require staffing. If staffing is required fees shall cover staffing cost. A refundable damage deposit of \$100 is required.

Active Adult Center Rentals

The City of Madison Heights allows residents and groups to rent the Active Adult Center Building.

[Receipted into 101-030-6530-000](#)

\$50 per hour	3 hour minimum for Madison Heights residents and businesses.
\$25 per hour	3 hour minimum for civic groups, schools and scout troops
\$200	Refundable damage deposit.

Sports Field Preparation

The City of Madison Heights will prepare any of its available sports fields to include dragging, lining, and/or striping. Groups wishing to have a field prepared must have a field permit and follow all guidelines to obtain such.

[Receipted into 101-030-6530-000](#)

Baseball/Softball Diamonds	\$40 (Residents) \$60 (Non-Residents) to have field dragged and lined
Soccer/Football Fields	\$25/hour (Residents) \$45/hour (Non-Residents)

Section 10. ACTIVE ADULT CENTER SERVICE FEES

The City of Madison Heights offers numerous trips, classes and programs through our Senior citizens Center. The resident and non-resident fees are set for each trip/program based on cost by the Center Coordinator.

Transportation

The City of Madison Heights transports residents who are age 50 and older and/or disabled Monday through Friday to banks, beauty shops, grocery stores, Active Adult Center and social service appointments.

Rides	\$1 each way, within Madison Heights* *Currently free through SMART Grant
Doctor appointments	\$2.50 each way Monday & Friday, appointments must stay within a seven (7) mile radius of the Active Adult Center *Currently Free through SMART Grant

Lunch Program

Lunch served daily at the Senior Center \$3.00 per person suggested donation*

*Lunch program is tentatively restarting in calendar year 2023

Miscellaneous

Trip Cancellation Fee	\$5
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Section 11. GENERAL GOVERNMENTAL SERVICE FEES**Message Board Greetings**

City Hall Message Board	Non-Roundtable members \$10 for one per day or \$20 for a week Roundtable members no charge
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Wedding Ceremony

Administration fee	\$75 per wedding Plus \$50 Payable to Mayor
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Items for Sale

Garbage Bags Receipted into 101-033-6421-000	Box of 100 Heavy Duty bags \$20 per box
Recycling Bin and Lid Receipted into 101-033-6422-000	\$20

Section 12. FOIA FEES

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.

The Michigan FOIA statute permits the City to assess and collect a fee for six designated processing components. The City may charge for the following costs associated with processing a request:

- Labor costs associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media.
- The cost of duplication or publication, not including labor, of paper copies of public records.
- Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- The cost to mail or send a public record to a requestor.

1.0 Labor Costs

- All labor costs will be estimated and charged in 15-minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.

2.0 Non-paper Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media would be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.

3.0 Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will be \$.10 per sheet of paper. Copies for non-standard sized sheets will reflect the actual cost of reproduction.
- The City may provide records using double-sided printing, if cost saving and available.

4.0 Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The City may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/8/23

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

AGENDA ITEM CONTENT: DPS - 2023 RCOC Summer Maintenance Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Attached for consideration is the proposed 2023 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain. Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same.

RECOMMENDATION:

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice the remaining 35% upon completion of the last maintenance activity.

MEMORANDUM

Item 5.

DATE: April 26, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: DPS – 2023 Summer Maintenance Agreement with the Road Commission for Oakland County (RCOC)

Attached for consideration is the proposed 2023 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain.

Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same. This contract provides a modest increase of 1.6% from last year, which is attributable to increases in the price of mowing and litter pickup (please see attached historical data). These service rates reflect the current bid prices solicited by the RCOC.

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice the remaining 35% upon completion of the last maintenance activity.

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

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

April 12, 2023

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

RE: 2023 Summer Maintenance A
Sweeping, Mowing and Litter Pickup

Dear Ms. Marsh:

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

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice for the remaining 35% upon completion of the last maintenance activity.

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

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

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

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

Sincerely,


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

DMH/gg
attachment

ROAD COMMISSION
for OAKLAND COUNTY

www.rcocweb.org

BODE MARTIN

Cell: (248) 420-5520
bmartin@rcoc.org

SUPERVISOR
4T, 1104



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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

2023 SUMMER MAINTENANCE AGREEMENT
CITY OF MADISON HEIGHTS

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Madison Heights**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

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

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

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

I

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

II

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

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$12,263.70**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2023
35% upon completion of the last Summer Maintenance activity

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

IV

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

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

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

V

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

VI

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

VII

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

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

IX

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

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

The terms and conditions of this Agreement shall become effective as of April 1, 2023 and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF MADISON HEIGHTS
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

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

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Item 5.

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

Sweeping

Twelve Mile Road, from Campbell Road to Dequindre Road.	4.46 Miles
Fourteen Mile Road, from Campbell Road to Dequindre Road.	5.10 Miles
John R, from Fourteen Mile Road to the Red Run County Drain.	<u>3.4 Miles</u>
Total	12.96 Miles

Sweeping: 12.96 Curb Miles x \$175.00/Curb Mile = \$2,268.00 x 3 Sweepings = \$ 6,804.00
(both directions, including median)

Mowing: 5 mowings @ \$701.93 per mowing = \$ 3,509.65

Litter Pick up: 5 litter pick-ups @ \$390.01 per pickup = \$ 1,950.05

Total Contract \$ 12,263.70

EXHIBIT B

Item 5.

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

WORK TO BE PERFORMED:

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

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

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

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

Indemnification and Damage Liability

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

Insurance Coverage:

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

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

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

Bodily Injury Liability	Or: Single Limit: Bodily injury
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Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
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Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

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

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

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

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

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

2023 SUMMER MAINTENANCE AGREEMENT
CITY OF MADISON HEIGHTS

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Madison Heights**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

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

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

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

I

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

II

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

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$12,263.70**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2023
35% upon completion of the last Summer Maintenance activity

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

IV

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

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

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

V

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

VI

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

VII

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

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

IX

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

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

The terms and conditions of this Agreement shall become effective as of April 1, 2023 and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF MADISON HEIGHTS
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

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

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

	<u>Sweeping</u>
Twelve Mile Road, from Campbell Road to Dequindre Road.	4.46 Miles
Fourteen Mile Road, from Campbell Road to Dequindre Road.	5.10 Miles
John R, from Fourteen Mile Road to the Red Run County Drain.	<u>3.4 Miles</u>
Total	12.96 Miles
Sweeping: 12.96 Curb Miles x \$175.00/Curb Mile = \$2,268.00 x 3 Sweepings = (both directions, including median)	\$ 6,804.00
Mowing: 5 mowings @ \$701.93 per mowing =	\$ 3,509.65
Litter Pick up: 5 litter pick-ups @ \$390.01 per pickup =	\$ <u>1,950.05</u>
Total Contract	\$ 12,263.70

EXHIBIT B

Item 5.

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

WORK TO BE PERFORMED:

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

EXHIBIT C**2023 SUMMER MAINTENANCE AGREEMENT****CITY OF MADISON HEIGHTS**

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

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

Indemnification and Damage Liability

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

Insurance Coverage:

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

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

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

Bodily Injury Liability	Or: Single Limit: Bodily injury
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Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
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Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

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

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
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Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

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

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

Item 5.

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

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

Item 5.

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

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

Average Annual Increase: 1.6% \$ 90.19

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 8, 2023

PREPARED BY: Linda Kunath, Finance Director/Treasurer

AGENDA ITEM CONTENT: Protecting MI Pension grant program application

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

The grant application for the Protecting MI Pension: Michigan Local Pension Grant Program requires a review of the grant program and City Council resolution authorizing the City Manager to file a claim for the grant program, in accordance with Michigan Department of Treasury issued parameters. The City of Madison Heights Police and Fire PA 345 Retirement System was deemed qualified to apply for this grant since the funding level as of December 31, 2021 for this pension system was 56.1%, which is below 60%.

The estimated grant award from the Protecting MI Pension grant program is \$3,631,364. Additional grant program requirements include annually funding the minimum actuary determined contribution, not providing contractual benefit enhancement to this pension system unless 100% funded, and corrective action plan monitoring by the municipal stability board for 5 years.

RECOMMENDATION:

I recommend that Council approve the resolution authorizing the City Manager to apply for the Protecting MI Pension grant program.



FINANCE/TREASURER DEPARTMENT

Linda A. Kunath,
Finance Director/Treasurer

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

MEMORANDUM

DATE: May 1, 2023
TO: Melissa R. Marsh, City Manager
FROM: Linda A. Kunath, Finance Director/Treasurer
SUBJECT: Protecting MI Pension grant program

Michigan Department of Treasury issued parameters for the Protecting MI Pension: Michigan Local Pension Grant Program. The City of Madison Heights Police and Fire PA 345 Retirement System was deemed qualified to apply for this grant since the funding level of this pension system was below 60% as of December 31, 2021. The estimated grant award from the Protecting MI Pension grant program is \$3,631,364. The grant application includes requiring a review of the grant program and City Council resolution authorizing the City Manager to file a claim for the grant program.

Annually, form 5572 is filed in compliance with Public Act (PA) 202 of 2017, MCL 38.2805. Using uniform assumptions of PA 202 for December 31, 2021, the Police and Fire Retirement System was calculated to be funded at 56.1%. This Protecting MI Pension grant program proposes to fund the difference between the Fiduciary Net Position and 60% of the Pension Liability as of December 31, 2021. This amount equates to \$3,631,364. Once the grant program award is issued, the City will have to meet program requirements that include annually funding the minimum actuary determined contribution, not providing contractual benefit enhancement to this pension system unless 100% funded, and will be subject to corrective action plan monitoring by the municipal stability board for 5 years.

I am respectfully requesting this resolution in support of the Protecting MI Pension grant be reviewed and approved. If you have any questions or additional information is needed, please contact me.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS
PROTECTING MI PENSION GRANT PROGRAM
RESOLUTION OF AUTHORIZATION**

WHEREAS, the City Council of the City of Madison Heights supports the submission of an application titled, "Protecting MI Pension Grant Application, form 5886" to the Michigan Department of Treasury for qualified retirement systems with a funded ratio below 60% as defined in the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017. Section 3, MCL 38.2803,

WHEREAS, qualified units of local government operating a qualified retirement system with a funding ratio below 60% based on the last Form 5572 report filed as required by section 5 of the protecting local government retirement and benefits act, 2017 PA 202, MCL 38.2805, as of December 31, 2021; and,

WHEREAS, the City of Madison Heights Police and Fire PA 345 Retirement System funding level was 56.1% as of December 31, 2021; and,

WHEREAS, beginning May 8, 2023 the City of Madison Heights are to review the Protecting MI Pension Grant Program with the governing body and approve by way of resolution, authorization for the City Manager to file a claim for grant payment for the Protecting MI Pension Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes submission of the Protecting MI Pension: Michigan Local Pension Grant Program, form 5886.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 8, 2023

PREPARED BY: Linda Kunath, Finance Director/Treasurer

AGENDA ITEM CONTENT: Pension Grant Funding 60%+ Resolution

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

A year ago a State of Michigan House Bill 5054 of 2022 included \$750 million to be divided between communities with pensions funded at less than 60% and \$250 million to be divided by communities with pensions funded above 60%. The \$750 million legislation was passed and the Protecting MI Pension grant program was created. However, the 2023 State budget does not include the \$250 million created by HB 5054, which received bipartisan support, and the State has unallocated revenues available.

The 2022 market losses increased pension expenses in addition to the annual pension obligation debt payments, thus increasing pension-related financial stress to local communities. This resolution urges support by the Legislature and Governor to revisit HB 5054 and provide funding to local communities that have pensions that are funded above 60%.

RECOMMENDATION:

Staff recommends that Council approve the resolution supporting the request to the State Legislature and Governor to revisit HB 5054 and include 2023 State budget funding to local governments.

**CITY OF MADISON HEIGHTS
RESOLUTION 2023-_____**
**REQUEST THAT LEGISLATURE/GOVERNOR INCLUDE FUNDING IN THE 2023 BUDGET
FOR COMMUNITIES FOLLOWING PENSION BEST PRACTICES ESTABLISHED BY THE STATE**

WHEREAS, *City of Madison Heights has taken financially difficult steps to stabilize its general employees' pension program by issuing pension obligation bonds to meet funding requirements, and get its pension costs and liabilities under control; and*

WHEREAS, *these steps followed best practices established by the State of Michigan and kept the City of Madison Heights operationally viable in the face of enormous financial pressure; and*

WHEREAS, *HB 5054 of 2022 would have divided \$250 million between the City of Madison Heights, and other communities like it, that continue to meet annual pension obligation debt payments, made the tough decisions and followed those best practices; and*

WHEREAS, *the City of Madison Heights and others like it are ineligible for \$750 million in pension relief allocated by the State in 2022 despite experiencing the same pension-related financial stresses as those who will receive that relief; and*

WHEREAS, *these stresses have been amplified by market losses in 2022 and a volatile market in 2023; and*

WHEREAS, *this \$250 million would have immeasurable impact on our ability to address our pension liabilities and debt obligations, maintain employment levels, and provide the services our taxpayers depend upon; and*

WHEREAS, *both the \$750 million allocated and the \$250 million requested here had broad, bipartisan support in the House a year ago; and*

WHEREAS, *HB 5054 created an equitable balance between those with pensions the House considered substantially underfunded and those who had followed best practices to achieve a higher funding ratio; and*

WHEREAS, *unallocated revenues are available to the State in 2023 to again make this pension assistance equitable by helping those communities struggling with pension costs and debt obligations, but ineligible for the \$750 million;*

THEREFORE BE IT RESOLVED THAT, *the City Council of the City of Madison Heights asks the State of Michigan Legislature and Governor's Office to revisit HB 5054; and*

BE IT FURTHER RESOLVED, *that the Legislature and Governor give bipartisan support to the inclusion of the \$250 million in the 2023 State budget to be divided between communities including the City of Madison Heights that meet the best practices required in that Bill.*

This resolution was offered by Member _____, seconded by Member _____, at a regular meeting of City Council of the City of Madison Heights conducted May 8, 2023 at City Hall Council Chambers, located at 300 W. 13 Mile, Madison Heights, Michigan, 48071.

City Clerk

HB-5054, As Passed House, March 1, 2022

SUBSTITUTE FOR
HOUSE BILL NO. 5054

A bill to make, supplement, and adjust appropriations for various state departments and agencies for the fiscal year ending September 30, 2022; to provide for certain conditions on appropriations; and to provide for the expenditure of the appropriations.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

PART 1

LINE-ITEM APPROPRIATIONS

Sec. 101. There is appropriated for various state departments and agencies to supplement appropriations for the fiscal year ending September 30, 2022, from the following funds:

APPROPRIATION SUMMARY

GROSS APPROPRIATION	\$ 1,500,000,000
----------------------------	-------------------------

1	Interdepartmental grant revenues:	
2	Total interdepartmental grants and	
3	intradepartmental transfers	0
4	ADJUSTED GROSS APPROPRIATION	\$ 1,500,000,000
5	Federal revenues:	
6	Total federal revenues	0
7	Special revenue funds:	
8	Total local revenues	0
9	Total private revenues	0
10	Total other state restricted revenues	0
11	State general fund/general purpose	\$ 1,500,000,000
12	Sec. 102. DEPARTMENT OF TREASURY	
13	(1) APPROPRIATION SUMMARY	
14	GROSS APPROPRIATION	\$ 1,500,000,000
15	Interdepartmental grant revenues:	
16	Total interdepartmental grants and	
17	intradepartmental transfers	0
18	ADJUSTED GROSS APPROPRIATION	\$ 1,500,000,000
19	Federal revenues:	
20	Total federal revenues	0
21	Special revenue funds:	
22	Total local revenues	0
23	Total private revenues	0
24	Total other state restricted revenues	0
25	State general fund/general purpose	\$ 1,500,000,000
26	(2) ONE-TIME APPROPRIATIONS	
27	Local unit municipal pension principal payment	
28	grant	\$ 900,000,000

Pension best practices and debt reduction grant	
program	250,000,000
State police retirement system deposit	350,000,000
GROSS APPROPRIATION	\$ 1,500,000,000
Appropriated from:	
State general fund/general purpose	\$ 1,500,000,000

PART 2

PROVISIONS CONCERNING APPROPRIATIONS

GENERAL SECTIONS

Sec. 201. Pursuant to section 30 of article IX of the state constitution of 1963, total state spending from state sources under part 1 for the fiscal year ending September 30, 2022 is \$1,500,000,000.00 and total state spending from state sources to be paid to local units of government is \$1,150,000,000.00.

Sec. 202. The appropriations made and expenditures authorized under this part and part 1 and the departments, commissions, boards, offices, and programs for which appropriations are made under this part and part 1 are subject to the management and budget act, 1984 PA 431, MCL 18.1101 to 18.1594.

DEPARTMENT OF TREASURY

Sec. 301. (1) From the funds appropriated in part 1 for local unit municipal pension principal payment grant, the department of treasury shall establish and operate a grant program that would provide grant awards to qualified units for deposit into the qualified unit's qualified retirement system or systems. The grant award payment into the qualified retirement system must be in addition to the qualified unit's actuarially determined

1 contribution and must not be used by the qualified unit to meet its
2 actuarially determined contribution for the qualified retirement
3 system or systems.

4 (2) To qualify for a grant award under this section, a
5 qualified unit must certify and attest via an affidavit that it
6 shall implement all of the following practices upon the receipt of
7 a grant award:

8 (a) The qualified unit shall make, in full, all actuarially
9 determined contributions. If a qualified unit's actual contribution
10 is less than the actuarially determined contribution, the qualified
11 unit shall remit an amount equal to the difference to the qualified
12 retirement system within 12 months. If the qualified unit fails to
13 remit this payment within 12 months, the department of treasury may
14 intercept the qualified unit's revenue sharing payment. For a
15 qualified unit that is a road commission, the department of
16 transportation, in cooperation with the department of treasury, may
17 intercept an available state revenue distribution.

18 (b) The qualified unit shall not provide contractual benefit
19 enhancements unless the contractual benefit enhancement is 100%
20 prefunded. Failure to meet the conditions of this subdivision
21 requires repayment of the grant award that was received by the
22 qualified unit.

23 (c) The discount rate and the assumed rate of return for the
24 qualified retirement system shall be capped at current levels. The
25 discount rate and assumed rate of return may be approved for
26 adjustment to a lower level.

27 (d) The qualified retirement system shall adopt the most
28 recent mortality tables recommended by the Society of Actuaries,
29 which may subsequently be adjusted based on an experience study of

1 the qualified retirement system.

2 (e) The qualified unit shall be subject to corrective action
3 plan monitoring by the municipal stability board for 5 years
4 following receipt of any grant award.

5 (f) Before completing correction action plan monitoring in a
6 5-year period, the qualified unit shall comply with the uniform
7 actuarial assumptions of retirement systems published as of
8 December 31, 2021 by the state treasurer under the protecting local
9 government retirement and benefits act, 2017 PA 202, MCL 38.2801 to
10 38.2812, for the qualified retirement system. A qualified unit with
11 a population of between 80,000 and 85,000 located in a county with
12 a population of between 400,000 and 410,000 according to the most
13 recent federal decennial census is not subject to the uniform
14 actuarial assumptions of retirement systems' assumption on
15 amortization and may maintain its current amortization schedule.

16 (3) Grant awards under this section must be capped at
17 \$100,000,000.00 for any qualified unit's qualified retirement
18 system.

19 (4) The department of treasury shall develop, and publish on
20 the department website, program guidelines, an application process,
21 and the associated application materials no later than April 15,
22 2022. The department of treasury must accept applications from
23 qualified units beginning April 15, 2022 and ending on May 31,
24 2022. Grant awards must be dispersed no later than August 30, 2022.

25 (5) Any funds not awarded by August 30, 2022 must be
26 reallocated and redistributed in a manner that results in the
27 greatest average funded ratio among qualified retirement systems
28 that received a grant award. The cap on grant awards in subsection
29 (3) does not apply if funds are reallocated and redistributed under

1 this subsection.

2 (6) If the amount appropriated is insufficient to meet all
3 grant award requests, the department of treasury must distribute
4 funds in a manner that results in the greatest average funded ratio
5 among qualified retirement systems that receive a grant award.

6 (7) As used in this section:

7 (a) "Contractual benefit enhancement" means any change to the
8 current benefit policy for active members in a qualified retirement
9 system that increases the actuarially determined contribution rate
10 or decreases the funded ratio of the system. This does not include
11 wage and salary increases.

12 (b) "Qualified retirement system" means a retirement pension
13 benefit within a retirement system, as defined in section 3 of the
14 protecting local government retirement and benefits act, 2017 PA
15 202, MCL 38.2803, of a qualified unit, with a funded ratio below
16 60% as of the most recent fiscal year ending on or before December
17 31, 2021.

18 (c) "Qualified unit" means a city, county, township, village,
19 or road commission that operates a qualified retirement system.

20 (8) The unexpended funds appropriated in part 1 for local unit
21 municipal pension principal payment grant are designated as a work
22 project appropriation, and any unencumbered or unallotted funds
23 shall not lapse at the end of the fiscal year and shall be
24 available for expenditures for projects under this section until
25 the projects have been completed. The following is in compliance
26 with section 451a(1) of the management and budget act, 1984 PA 431,
27 MCL 18.1451a:

28 (a) The purpose of the project is to provide grant awards to
29 be used for deposit into a qualified unit's qualified retirement

1 system.

2 (b) The project will be accomplished by grants to qualified
3 units approved by the department of treasury.

4 (c) The estimated cost of this project is \$900,000,000.00.

5 (d) The tentative completion date for the work project is
6 September 30, 2026.

7 Sec. 302. (1) From the funds appropriated in part 1 for
8 pension best practices and debt reduction grant program, the
9 department of treasury shall establish and operate a grant program
10 that provides grant awards to qualified units that certify and
11 attest to establishing pension best practices as provided in
12 subsection (2) for their qualified retirement system.

13 (2) To qualify for a grant award under this section, a
14 qualified unit must certify and attest via an affidavit that it
15 shall implement all of the following practices upon the receipt of
16 a grant award:

17 (a) Retiree health care, if offered, shall be prefunded. As
18 used in this subdivision, "prefunded" means qualified units must
19 amortize the unfunded actuarial accrued liability of the retiree
20 health care system over a maximum closed period as determined by
21 the uniform actuarial assumptions of retirement systems published
22 as of December 31, 2021 by the state treasurer under the protecting
23 local government retirement and benefits act, 2017 PA 202, MCL
24 38.2801 to 38.2812. The grant award deposited into a qualified
25 retirement system, as provided in subsection (3)(c)(i), may be used
26 by the qualified unit to prefund health care.

27 (b) The qualified unit shall make, in full, all actuarially
28 determined contributions. If a qualified unit's actual contribution
29 is less than the actuarially determined contribution, the qualified

1 unit shall remit an amount equal to the difference to the qualified
2 retirement system within 12 months. If the qualified unit fails to
3 remit this payment within 12 months, the department of treasury may
4 intercept the qualified unit's revenue sharing payment. For a
5 qualified unit that is a road commission, the department of
6 transportation, in cooperation with the department of treasury, may
7 intercept an available state revenue distribution.

8 (c) The discount rate and the assumed rate of return for the
9 qualified retirement system shall be capped at current levels. The
10 discount rate and assumed rate of return may be approved for
11 adjustment to a lower level.

12 (d) The qualified retirement system shall adopt the most
13 recent mortality tables recommended by the Society of Actuaries,
14 which may subsequently be adjusted based on an experience study of
15 the qualified retirement system.

16 (e) Within 5 years, the qualified unit shall comply with the
17 uniform actuarial assumptions of retirement systems published as of
18 December 31, 2021 by the state treasurer under the protecting local
19 government retirement and benefits act, 2017 PA 202, MCL 38.2801 to
20 38.2812, for the qualified retirement system.

21 (3) Grant awards distributed under this section must meet all
22 of the following conditions:

23 (a) Grant awards to a qualified unit are capped at 5% of the
24 amount of funds available for grant awards. This cap does not apply
25 if subsequent rounds of applications are established under
26 subdivision (b).

27 (b) Any funds not awarded by September 30, 2022 must be used
28 for additional rounds of applications until all funds are
29 dispersed.

1 (c) A qualified unit receiving a grant award under this
2 section shall be subject to the following uses in the following
3 order of priority:

4 (i) The grant award must be deposited into the qualified
5 retirement system and must be in addition to the qualified unit's
6 actuarially determined contribution and must not be used by the
7 qualified unit to meet its actuarially determined contribution for
8 the qualified retirement system. The amount deposited into the
9 qualified retirement system must establish a funded ratio of at
10 least 100% before the qualified unit can use funds under
11 subparagraph (ii). Grant awards may also be deposited for a
12 retirement health benefit of a retirement system, as defined in
13 section 3 of the protecting local government retirement and
14 benefits act, 2017 PA 202, MCL 38.2803, of a qualified unit that is
15 transitioning from pay-as-you-go to prefunding.

16 (ii) The qualified unit may use any funds available after
17 satisfying subparagraph (i) to make principal payments on any
18 outstanding debt obligations as of December 31, 2021. A qualified
19 unit is allowed to create a debt sinking fund to prefund any debt
20 repayments that are not eligible for early repayment. The qualified
21 unit must have no remaining debt obligations before the qualified
22 unit can use funds under subparagraph (iii).

23 (iii) The qualified unit may use any funds available after
24 satisfying subparagraphs (i) and (ii) to satisfy any matching fund
25 requirements for infrastructure investments.

26 (4) The department of treasury shall develop, and publish on
27 the department website, program guidelines, an application process,
28 and the associated application materials no later than July 1,
29 2022. The department of treasury must accept applications from

1 qualified units beginning July 1, 2022 and ending on July 31, 2022.
2 Grant awards must be dispersed no later than September 30, 2022.

3 (5) As used in this section:

4 (a) "Qualified retirement system" means a retirement pension
5 benefit within a retirement system, as defined in section 3 of the
6 protecting local government retirement and benefits act, 2017 PA
7 202, MCL 38.2803, of a qualified unit, with a funded ratio greater
8 than or equal to 60% as of December 31, 2021.

9 (b) "Qualified unit" means a city, county, township, village,
10 or road commission that operates a qualified retirement system or
11 has closed a qualified retirement system and offers a defined
12 contribution retirement plan.

13 (6) The unexpended funds appropriated in part 1 for pension
14 best practices and debt reduction grant program are designated as a
15 work project appropriation, and any unencumbered or unallotted
16 funds shall not lapse at the end of the fiscal year and shall be
17 available for expenditures for projects under this section until
18 the projects have been completed. The following is in compliance
19 with section 451a(1) of the management and budget act, 1984 PA 431,
20 MCL 18.1451a:

21 (a) The purpose of the project is to promote pension best
22 practices and debt reduction measures among qualified units.

23 (b) The project will be accomplished by grants to qualified
24 units approved by the department of treasury.

25 (c) The estimated cost of this project is \$250,000,000.00.

26 (d) The tentative completion date for the work project is
27 September 30, 2026.

28 Sec. 303. The funds appropriated in part 1 for state police
29 retirement system deposit must be used solely for a deposit into

1 the state police retirement system. The deposit into the state
2 police retirement system must be in addition to the actuarially
3 determined contribution and must not be used to meet the
4 actuarially determined contribution for the state police retirement
5 system.

Roll Call No. 81

Yeas—71

Aiyash	Damoose	Jones	Roth
Albert	Eisen	Kahle	Shannon
Alexander	Farrington	Koleszar	Slagh
Allor	Filler	LaFave	Sneller
Beeler	Fink	Lightner	Steckloff
Bellino	Frederick	Lilly	Thanedar
Berman	Garza	Maddock	Tisdell
Beson	Glenn	Marino	VanSingel
Bezotte	Green	Markkanen	VanWoerkom
Bollin	Griffin	Martin	Wakeman
Borton	Haadsma	Meerman	Wendzel
Brann	Hall	Mueller	Wentworth
Breen	Hauck	O'Malley	Whiteford
Calley	Hoitenga	Outman	Whitsett
Cambensy	Hood	Paquette	Witwer
Camilleri	Hornberger	Posthumus	Yancey
Carra	Howell	Reilly	Yaroch
Clements	Johnson, S	Rendon	

Nays—33

Anthony	Ellison	Manoogian	Rogers
Bolden	Hertel	Morse	Sabo
Brabec	Hope	Neeley	Scott
Brixie	Johnson, C	O'Neal	Sowerby
Carter, B	Kuppa	Peterson	Steenland
Carter, T	LaGrand	Pohutsky	Stone
Cavanagh	Lasinski	Puri	Tate
Cherry	Liberati	Rabhi	Young
Coleman			

In The Chair: Hornberger

The question being on agreeing to the title of the bill,

Rep. Frederick moved to amend the title to read as follows:

A bill to make, supplement, and adjust appropriations for various state departments and agencies for the fiscal year ending September 30, 2022; to provide for certain conditions on appropriations; and to provide for the expenditure of the appropriations.

The motion prevailed.

The House agreed to the title as amended.

Rep. Frederick moved that the bill be given immediate effect.

The motion prevailed, 2/3 of the members serving voting therefor.

Rep. Young, having reserved the right to explain her protest against the passage of the bill, made the following statement:

"Mr. Speaker and members of the House:

I believe the 'devil is in the details'. On the surface, it sounds good, but currently the one thing I know is this legislation was put forward without any negotiations with the Senate or the Governor's office. The future of this legislation may be like so many others a slow death in the Senate because the work wasn't done on the front end to ensure support.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/10/23

PREPARED BY: Cheryl Rottmann, City Clerk

AGENDA ITEM CONTENT: Deliza Lee - Resignation from the Historical Commission

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Deliza Lee has submitted her resignation from the Historical Commission.

RECOMMENDATION:

It is staff's recommendation to accept the resignation of Deliza Lee from the Historical Commission and declare the seat vacant.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/8

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

AGENDA ITEM CONTENT: DPS - Parks and Recreation Advisory Board - 2023 Workplan

AGENDA ITEM SECTION: Communications

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Attached for Council review is the Parks and Recreation Advisory Board 2023 Workplan, as created at the regular meeting of 4/20/23.

RECOMMENDATION:

DATE: May 1, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Parks and Recreation Advisory Board – 2023 Workplan

The Parks and Recreation Advisory Board meets quarterly, with special meetings called on an as-needed basis to discuss time-sensitive matter outside of the normal meeting schedule. Discussion regarding the workplan began at the meeting of April 20 with a review of the founding ordinance, which lays out the scope and purpose of the Board as follows:

(1) The board is a non-administrative board serving solely in an advisory capacity. In that capacity, the board may recommend action to the council, but may not assume any legislative or administrative authority in the operation of the parks and recreation divisions. No action of the board can relieve the supervisors of parks and recreation of their responsibility for the administration of the division nor limit their authority. The purpose of the board is to help by serving as an advisory group.

(2) The board exists to promote an outstanding recreational and parks programming for the citizens of the city. In pursuit of this objective it shall serve as:

(A) A forum for the careful consideration of policy matters related to the operation of the recreation and parks programs including maintenance and development of the parks system;

(B) An advisory to the supervisors when requested;

(C) A recommending body to the city council on general policy;

(D) A recommending body to the city council on long-term recreational and park planning and policy.

With this purpose in mind, the Board set about creating a workplan which both aligned with the founding ordinance, and worked within the Board's means, considering the strengths and limitations of the Board as it currently exists. Three action items were ultimately approved:

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

1. Advising DPS and Council, with the specific goal of ensuring adherence to the Recreation Master Plan. In this way, the Board will serve as an additional check and balance to guarantee that the voice and vision of the residents is heard.
2. Participate in City events, including, but not limited to Juneteenth, Trail Tunes, Festival in the Park, etc., with the specific goal of representing the Board. As the board is a citizen-led personification of the Parks and Recreation system in the City, this presence will help spark informal conversation and garner citizen input about the current state of the Parks and Recreation system in Madison Heights.
3. Assist volunteer groups in the City with service project opportunities in the Parks and Recreation system. The board would act as a one-stop point of contact to connect the multitude of volunteers and volunteer groups looking to serve with projects that have been identified as appropriate.

Staff and the Board believe that these goals are achievable, will benefit the City, and provide a clear path for the Board moving forward. Part of the discussion surrounding the workplan was the desire to reinvigorate this board, and get it more involved and active in the community. It was with this ultimate desire that this workplan was created for presentation to City Council.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

Parks and Recreation Advisory Board - 2023 Workplan

Item 9.

Name of Goal	Benefit of Completion	Timeline	Resources Needed	Quantifiable Metric
Advise DPS and Council re: adherence to Master Plan.	Ensured compliance with Master Plan, guaranteed involvement of residents' vision and priorities shared during the Master Planning process.	Ongoing	Staff: update board on upcoming projects. Board: familiarize selves with content of master plan.	Number of projects identified in the Master Plan which are completed/in progress.
Participate in City Events, such as Juneteenth, Trail Tunes, Festival, etc.	Spark conversation, and garner input and interest from residents about the current state of Parks and Rec.	Ongoing	Staff: coordinate necessary space at event. Board: determine method and level of participation (games, pamphlets, presentation, etc.)	Physical count of residents who approach the Board and engage in events/conversation.
Assist volunteer groups in the City with service project opportunities.	Promote volunteerism among interested individuals and organizations. Provide a central point of contact between the needs of the park system and the desire of residents to volunteer.	Ongoing	Staff: coordinate volunteer opportunities as interest is expressed. Board: coordinate volunteers/communicate with volunteer organizations.	Overall number of volunteer projects completed.

City Council Regular Meeting
Madison Heights, Michigan
April 24, 2023

A City Council Regular Meeting was held on Monday, April 24, 2023 at 7:30 PM at City Hall
- Council Chambers, 300 W. 13 Mile Rd.

PRESENT

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

ABSENT

Mayor Pro Tem Mark Bliss

OTHERS PRESENT

City Manager Marsh
Assistant City Attorney Tim Burns
City Clerk Cheryl Rottmann

Mayor Grafstein gave the invocation and the Pledge of Allegiance followed.

PRESENTATIONS:

National Library Workers Day - April 25

City Manager Marsh read the proclamation declaring National Library Workers Day on April 25, 2023 in the City of Madison Heights and Mayor Grafstein presented the proclamation to Library Director Verdun-Morris.

MEETING OPEN TO THE PUBLIC:

Deborah Van Slyke spoke in favor of the Council repealing the ordinance prohibiting home businesses and parking commercial vehicles on public property.

CM-23-91. Consent Agenda.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the Consent Agenda as read.

In response to Councilman Fleming request, City Manager Marsh read the City Manager's comments for agenda Item #4, MERS Contribution Addendum.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-92. Resolution to Declare Arbor Day on April 22, 2023.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the resolution declaring Arbor Day on April 22, 2023 in the City of Madison Heights, as follows:

**RESOLUTION OF THE CITY OF MADISON HEIGHTS, COMMITTING TO
HONORING ARBOR DAY.**

WHEREAS, the City of Madison Heights is committed to establishing a strong tree canopy within the city; and

WHEREAS, trees are proven to improve air quality, cut heating and cooling costs, moderate the temperature, produce life-giving oxygen, provide habitat for wildlife and reduce the erosion of topsoil by wind and water; and

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday is called Arbor Day and in 2023 this holiday is nationally observed on April 28, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS, AS FOLLOWS:

Recognizing that trees, in addition to all the benefits listed above, increase property values, enhance the economic vitality of business areas, and beautify our community; and, On April 22, 2023 in honor of Arbor Day, the Environmental Citizens Committee will hold an informational presentation on tree planting and maintenance, including tree giveaways, at the Recreation Division's Annual Run for the Health of It 5K Race; and, The City Council and Staff is dedicated to including tree replacements in future budgets including grant matches for any tree grants available; and, Furthermore, the City of Madison Heights urges all citizens to celebrate Arbor Day and to support efforts to protect our trees increasing the City tree canopy to promote the well-being of our community.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-93. MERS Contribution Addendum.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the MERS Contribution Addendum as presented.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-94. Recommendation to Remove Member from the Historical Commission.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to declare Lila Richards seat vacant on the Historical Commission.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-95. Recommendation to Remove Member from the Human Relations and Equity Commission.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to accept the recommendation of the Human Relations and Equity Commission and remove Marie Urban due to lack of attendance and declare the seat vacant.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-96. Board and Commission Resignation from the Environmental Citizens Committee - V. Harris.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to accept the resignation of V. Harris from the Environmental Citizens Committee and declare the seat vacant.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-97. DPS Building Window Replacement.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the contract with TrenKo Glass, of Warren, Michigan, for the DPS Window Replacement in the amount of \$31,650.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-98. Motor Pool Epoxy Floor Coating.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the contract for the Motor Pool Epoxy Floor Coating to Cipriano Coating Technology, of Sterling Heights, Michigan, in an amount not-to-exceed the budgeted amount of \$24,000.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-99. City Council Regular Meeting Minutes of April 10, 2023.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the City Council regular meeting minutes of April 10, 2023, as printed.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-100. City Council Workshop Meeting Minutes of April 13, 2023.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the City Council workshop meeting minutes of April 13, 2023, as printed.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-101. City Council Special Meeting Minutes of April 17, 2023.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve the City Council special meeting minutes of April 17, 2023, as printed.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-102. 2023 Sidewalk and Water Restoration Contractor.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to concur with the recommendation of our City Engineer and staff, and award the bid for the 2023 Sidewalk and Water Restoration Contractor to the lowest responsible bidder, Italia Construction, Inc., of Washington Township, Michigan, at the unit prices specified, with the option to extend for two years as allowed for in the bid.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-103. Reconstruction of Civic Center Complex Gazebo -Budget Amendment.

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve a revenue of \$80,000 to 101-025-588-1000 County Grant revenue and a budget amendment for \$80,000 to 101-267-987-0000 Municipal Buildings Improvements.

Roll Call Vote:

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

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-104. Reconstruction of Civic Center Complex Gazebo.

Motion made by Councilor Wright, Seconded by Councilwoman Aaron, to approve the reconstruction of the City Hall gazebo for a total not to exceed \$75,150 to Frank Rewold and Sons.

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

Absent: Mayor Pro Tem Bliss

Motion carried.

COUNCIL COMMENTS:

Councilwoman Aaron stated that she attended the Capitol Conference last week and had the opportunity to tour the Capitol, the conference was phenomenal, and she learned a lot. She commented that diversity is not just about cultural potlucks, and although they are a nice idea, we also need to look at different ways to get to know a person and their culture. She announced Lamphere High School is presenting *A High School Musical* this Thursday through Saturday at 7 p.m. Admission is \$5 for students, seniors and staff; \$10 for others. Come out and see it this weekend.

Councilor Wright thanked Madison District for allowing him to participate in their Wellness Night which had a focus on mental health. He also stated that he also had the privilege of participating in the City's *Run for the Health of It* event. He continued that it is great to get involved in the community and he would also like to see more youth involved, suggesting the City create a Youth Board. Councilor Wright thanked Mayor Grafstein for the great invocation and noted to remember to be kind.

Assistant City Attorney Burns had no comments this evening.

City Manager Marsh thanked the Parks and Recreation Department for their work on the *Run for the Health of It* 5K. The Library Ribbon Cutting is on May 8th at 5:30 p.m. and she invited all to come out for the event.

City Clerk Rottmann had no comments this evening.

Councilor Rohrbach stated that it was a great week of activity with her son in the Warren Civic Theatre *Newsy* show and the Madison Heights 5K. The ECC had a table at the 5K with a seed library set up and gave away hundreds of packets. They also raffled ten trees and announced the ECC Native Garden Grant winners to create native gardens to benefit pollinators and benefit the air and ground. For organizations, John Page Middle School and Madison School District were each awarded \$1450 and for individuals, Rachel Hermann, Caitlyn McAllister, Alicia Mcclenathen, Michael Nance, and Melissa Shull were each awarded \$100. She expressed congratulations to the winners and stated that she is looking forward to seeing the results. There is a free native plant workshop on May 3rd with experts from East Michigan Natives who will be giving out seeds and advice on how to start your garden. On May 28th there will be a native plant sale in the parking lot of City Hall.

Councilman Fleming announced on April 27th the Crime Commission along with the Police Department and Common Ground will host a Human Trafficking Presentation and he hopes to see everyone there.

Councilman Soltis congratulated his daughter for winning an art contest for the Library and her work will be displayed in their new building.

Mayor Grafstein congratulated all who that participated in the City's 5K, including her daughter. She agreed that a Youth Board is a great idea and suggested contacting current student reps on existing boards for interest. She thanked City Manager Marsh for taking her and Councilwoman Aaron to the Capitol Conference, noting she attended a number of breakout sessions including one on housing and commented that the City still needs to looking at various housing options. She attended the ribbon cutting at Reserve at Red Run this week as well. The next City Council meeting is on May 8, 2023.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 7:58 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/08/23

PREPARED BY: Amy J Mischak, HR Director/Purchasing Coordinator

AGENDA ITEM CONTENT: Worker's Compensation Third Party Administrator Contract

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$28,900

FUNDS REQUESTED: \$28,900

FUND: xxx-xx-7100-008

EXECUTIVE SUMMARY:
See attached memo

RECOMMENDATION:

Council is requested to approved a three year contract with Comprehensive Risk Services (CRS) for worker's compensation Third Party Administrator (TPA) services at the unit pricing indicated. Managed care service overall pricing will vary based upon actual use. First year base price for claims handling and data conversion fee is \$28,900.

DATE: April 25, 2023

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Misczak, HR Director

RE: Worker's Compensation Third Party Administrator

In July 2010, the City moved to a self-insured program for worker's compensation insurance and contracted with Citizens Management Incorporated (CMI) as the City's Third Party Administrator (TPA). By moving to a self-insured plan, the City has saved an estimated \$1.4 million from FY 2011 to FY 2022. As you are aware, in the self-insured worker's compensation system, a TPA is responsible for claims administration, directing medical care and coordinating resolution to workplace injuries. The TPA works with injured employees directly and the level of service and customer care is crucial for guiding employees through the medical process, and helping them to return to work in a timely manner.

The City has renewed its contract with CMI with subsequent renewal agreements; however, since 2010, CMI has undergone significant changes in personnel and has been merged with York Risk Services, and then Sedgwick, being absorbed by larger companies with nationwide clients, leaving Madison Heights as one of the smaller clients in their book of business.

The City met with Sedgwick in 2022 to discuss needed service improvements which would be required for the City to consider any further renewals. At this meeting, the City indicated that FY 22-23 would be an evaluation year to assess the ongoing contract. Given Sedgwick's sporadic response as well as the length of time from the date of the original contract, the City has opted to have its insurance agent Ibex solicit Requests for Proposal for Third Party Administrator services.

The City received a total of four (4) proposals from the following agencies: Sedgwick, Comprehensive Risk Services (CRS), ASU Group and CompOne (see attached summary). The City reviewed the proposal from Sedgwick but did not observe any significant changes to the existing contract or methods of service and given the history as well as pricing, did not consider that proposal further.

Of the remaining three agencies, CompOne appeared to provide the lowest base pricing; however, the City was advised by Ibex that companies who offer a minimal base fee typically bill for incidentals and with more hidden fees that are more difficult to manage or evaluate.

An interview panel consisting of the undersigned, Finance Director Linda Kunath, HR Assistant Barb Lelli, and Ibex Agent Mark Sledzinski met with Comprehensive Risk Services and ASU

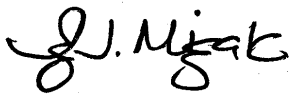
Group on Thursday, April 13th. The panel then regrouped to discuss the interviews on Monday April 17th.

While both ASU Group and Comprehensive Risk Services (CRS) have experienced teams, and demonstrated capabilities that should better serve our employees, the panel unanimously selected Comprehensive Risk Services to recommend for award of this contract. This recommendation is based upon CRS having a long established user-friendly electronic claims system with full access for three users, as well as their philosophy and approach to worker's compensation cases, which includes assigning nurse case managers only when necessary and based on injury type and employee position. This type of attention to detail is much needed so that our employees feel they have an advocate during their worker's compensation journey, not an adversary. The slight increase in annual fees as compared to ASU will likely be offset by more efficient medical care as well as personalized service that our employees deserve. Based upon our interviews in April, the Finance Director believes that CRS will be responsive and provide solid communication as it pertains to reserves and funding which is a fundamental part of the worker's compensation process. The undersigned and the HR Assistant believe that communication in general will be greatly improved with the dedicated team at CRS, starting with the data conversion from Sedgwick.

Staff and I respectfully request that Council approve a three (3) year contract for worker's compensation Third Party Administrator services to Comprehensive Risk Services at the unit prices as indicated in their proposal. First year base price for claims handling and data conversion fee is \$28,900.

If you have any questions or concerns please let us know as soon as possible.

Sincerely,



Amy J. Mischak, SPHR, SHRM-SCP
HR Director

TPA Proposals 2023	Pricing 7/1/23 - 6/30/24	Pricing 7/1/24 - 6/30/25	Pricing 7/1/25-6/30/26	Medical Review Per Bill	PPO Savings	Loss Prevention	Online System	Reverse Takeover/Exit Data
Comprehensive Risk Services (data conversion fee)	\$23,900.00 \$5,000.00	\$24,615.00	\$25,350.00	\$8.00	30%	32 hours included	3 users Origami	
ASU Group (data conversion fee)	\$20,150.00 \$2,500.00	\$20,150.00	\$20,150.00	\$5.95	28%	32 hours included	unlimited user access proprietary system	
CompOne	\$15,000.00	\$15,000.00	\$15,500.00	\$7.50	30%	32 hours included	unlimited user access proprietary system	
Sedgwick	\$37,237.00 \$37,598.00	\$38,354.00 one year only	\$39,505.00	\$8.50	28%	\$155-\$180/hr plus expenses	4 users ViaOne	185/hr*



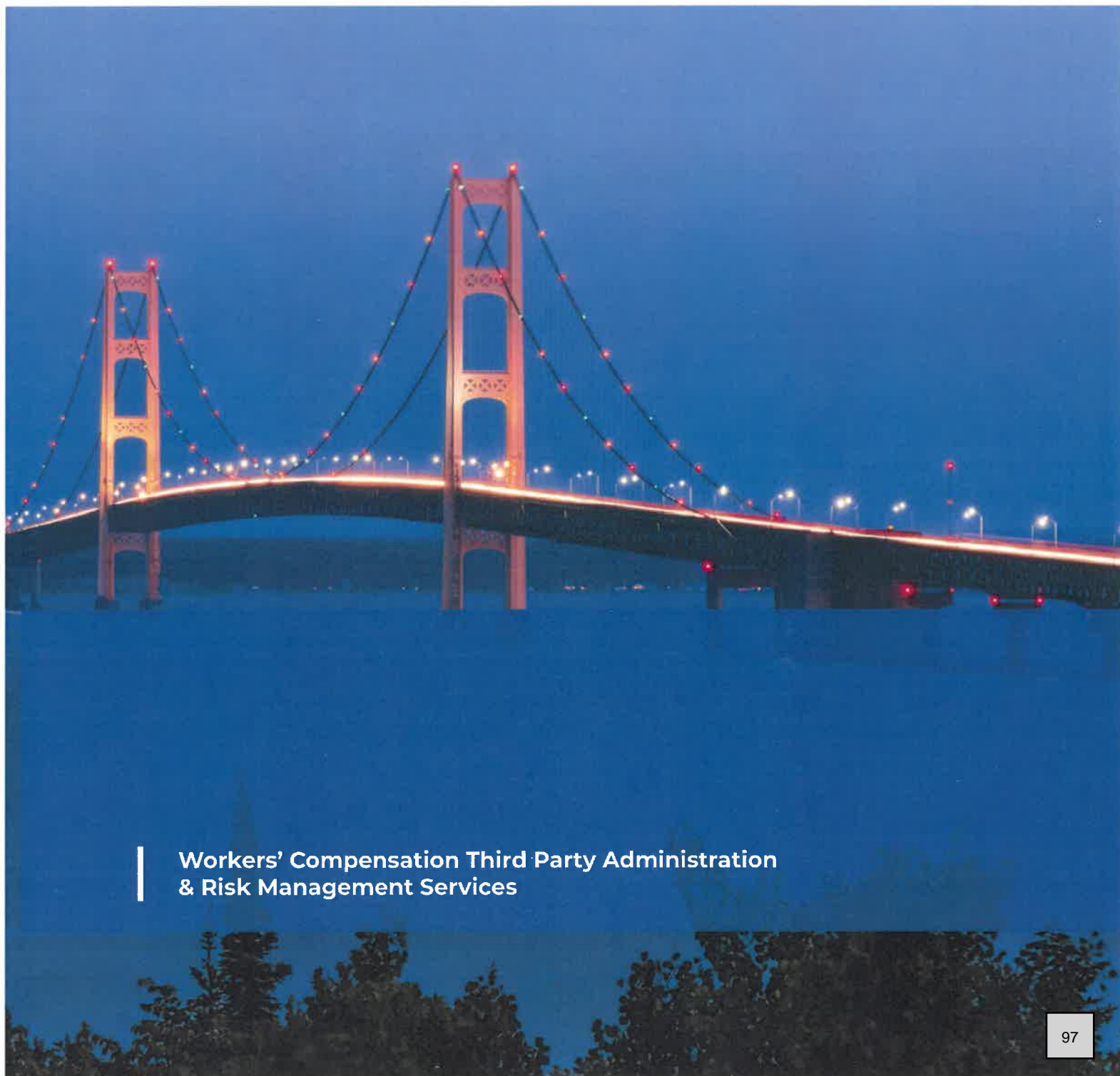
MADISON HEIGHTS
MICHIGAN



MADISON Item 11. **HT**
MICHIGAN



COMPREHENSIVE
RISK SERVICES



Workers' Compensation Third Party Administration
& Risk Management Services



Comprehensive Risk Services (CRS) is pleased to present our philosophy, services, advantages, and team to you.

CRS is wholly owned by Scott Gaffner, Chris Cramer, and Debra Burnett. CRS is a Third-Party Administration company in Michigan, serving Michigan self-insured workers' compensation entities. Scott, Chris and Deb have a collective 77 years in the industry, many of which has been working together servicing Michigan self-insureds. The CRS team brings extensive experience and knowledge in the areas of claims, medical cost containment, excess insurance, rate making, loss forecasting, alternative risk program design and formation, payroll auditing, underwriting & loss prevention. The experience of our entire team and history of client satisfaction is second to no one.

You can count on CRS to be very responsive. At the core of CRS is a team of employees dedicated to our clients. Our claim and loss control professionals are the most experienced in the industry. Additionally, our adjusters have the lowest caseload in the business, which ensures a high level of personal and professional attention to your claims. This means we can focus on doing the job the way our customers want it done. This is a critical value-added element not often found in the service industry. We do what is right for you.

Specifically, we are committed to provide a team that is comprised of the most qualified individuals to service your Risk Management needs. This "Best in Class" team will be surrounded by the best process, resources, and technology to produce superior claim outcomes. These outcomes will result in direct savings to our clients.

We thank you for this opportunity to share our capabilities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott W. Gaffner", is written over a light blue background.

Scott W. Gaffner, CRM, CIC

Managing Partner & President, CRS

CONTENT

LETTER OF INTRODUCTION	2
.....	
A HISTORY	5
.....	
B CRS SOLUTION	6
.....	
C ADVANTAGES	7
.....	
D OUR APPROACH	8
.....	
E RESERVING POLICY	12
.....	
F RMIS PLATFORM	13
.....	
G ORGANIZATIONAL CHART	14
.....	
H TESTIMONIALS	15
.....	
I LEADERSHIP TEAM	16
.....	
J OUR REFERENCES	18
.....	
K CONTACT INFORMATION	20
.....	
L SERVICE FEE PROPOSAL	21
.....	



"Effective claim management is critical to the ongoing success of our program. The staff at CRS has the knowledge and ability to transfer their skills into superior and quantifiable results. Their methods along with effective communication leads the way."

Mark Sledzinski - Fund Administrator



Comprehensive Risk Services (CRS) understands that we are the “Gate Keeper” of our client’s loss fund and have built and executed on a business model that protects client assets. This level of service has significantly contributed to the lowest cost of ownership for CRS clients as measured by their cost of workers' compensation risk.

These accomplishments are further measured by:

- Loss Rate per 100 of payroll
- Claim duration
- Average IN & MO cost
- Closing Ratio
- Number of Claims per adjuster
- Average Medical savings

A | HISTORY ON COMPREHENSIVE RISK SERVICES (CRS)

CRS was formed in 1995 as a privately-owned Workers' Compensation Third Party Administrator with the goal to properly service Michigan self-insured clients. Our focus has always been to **provide the highest level of service**, while at the same time maintaining flexibility to adapt to the unique needs of our clients.

CRS currently services 37 Individual Self-Insureds and 11 Self-Insured Groups in the State of Michigan. Our knowledge and familiarity with the self-insured market provides claim service that simply cannot be replicated. We focus on maintaining low caseloads so every claim can be managed to an optimal outcome. We encourage our adjusters to be an extension of our client's team by being visible, knowing the unique culture that exists within each client and ultimately building a true partnership. CRS prides itself on understanding each organization's claim handling protocol, treating physicians, selected attorney's, IME specialists and other preferred vendor specialists.

CRS has a claims staff with over 150 years of combined Self-Insured Workers' Compensation experience, in Williamston. CRS's team of adjusters are skilled at investigating and managing a claim to the best possible outcome. CRS is the "Best in Class" TPA at servicing the needs of Michigan's Self-Insured entities. The CRS team has been carefully selected due to their long-term history in servicing Michigan's self-insured clients.



B | COMPREHENSIVE RISK SOLUTION

At the forefront is our philosophy that TPA services are not a commodity and that there is a significant difference in claim costs and outcomes between TPAs. More simply put, we feel that we have significant resources available in MI to control claims costs. This difference is created by investing in the right **people**, deploying the right **process**, and using the right **technology**. This investment provides the **lowest cost of total ownership** as we control the cost of claims, which is the biggest cost driver in a WC program. This approach wins and is imperative to keep member rates as low as possible.



PEOPLE

Self-insured groups are unique in general, additionally each SIG brings its own characteristics. The team at CRS has spent the majority of their career serving a wide variety of MI Self-Insured Groups and understands what it takes to be successful. There is no other TPA with the level of experience, knowledge, and success in providing services to MI Self-Insured Groups.



PROCESS

Our process is designed specifically around claim outcomes. While this sounds pretty simple, the majority of TPAs have processes designed to maximize revenue through providing services that are too broad (outside their area of specialization) and drive much of the revenue to the claim where it is not as visible.

Specifics about this process include:

- Lower case loads per adjuster to allow adjusters to manage a claim vs process a claim
- A staff of seasoned professionals vs inexperience
- Outsource ancillary services, that our outside of a TPA's expertise, to local vendors who specialize and achieve better outcomes
- Designed specifically for MI WC self-insureds. **One line of coverage, one jurisdiction.**
- Recognize the value of relationships. We know our customers and their culture and view ourselves as an extension of their team
- Integrity and accountability are essential
- The smart use of technology to assist adjusters



TECHNOLOGY

Like any industry, much of our success relies on keeping up to date and utilizing the best technology available. CRS has invested a claim platform that is among the best in our industry and custom designed for our work. This technology will enable us to be efficient and effective in our work, measure our performance, add another tool to our adjuster's "toolbox" and capture our results to report back to the Group Fund Administrator, the Board and the Members.

c | ADVANTAGES

THE CRS SOLUTION



Ownership Structure and Operating Model designed for optimal claim outcomes

- Local ownership engaged in the day to day operation and relationships
- Model focuses on the perfect combination of superior service, relationships, technology, and adjuster experience

Operating from our office in Williamston to better serve all members



Customized service offering – We are not tied to any one vendor nor do we use ancillary services as a profit center. Our focus is on doing what is best for each claimant. Given that no two claims are alike, we will work with the best third-party vendors in the industry to achieve the optimal claim outcome from both from a financial and health perspective. Each claim is unique and will be evaluated based on the individual merits. Services that work for one claimant may not be the best fit for the next.

Combined Claims and Loss Prevention to assure a high level of coordination pre loss, mid-loss, and post loss. Often, Loss Prevention professionals are the eyes and ears to our members. This coordination enhances the quality of the service.



Working with a team that has extensive experience in working with SIGs. Furthermore, a team that knows how to partner with the Group Fund Administrator to present a united front in all aspects of the program. This is critical to achieve proper member customer service.

D | OUR APPROACH

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATION

Please consider the following advantages and benefits of selecting Comprehensive Risk Services:



HISTORY

CRS was formed in 1995 as a privately owned Workers' Compensation Third Party Administrator with the goal to properly service Michigan self-insured clients. With our office in Williamston, our focus has always been to provide the highest level of service, while at the same time maintaining a flexibility to adapt to the unique needs of our clients.



EXPERIENCE

CRS has 11 self insured groups and over 37 individual self insured clients in the State of Michigan, including Michigan Association of Timbermen Self Insured Fund, Metalworking Industries of Michigan and several others. Our knowledge and familiarity with the self insured market provides a claim service that simply cannot be replicated. We focus on maintaining low caseloads so that every claim can be managed to an optimal outcome. We encourage our adjusters to be an extension of your team by being visible, knowing the unique culture that exists within each client and ultimately building a true partnership. CRS prides itself on understanding each organizations claim handling protocol, treating physicians, selected attorney, IME specialists and other preferred vendor specialists.

CRS has an experienced claims staff located in Williamston, MI and led by Debra Burnett. Debra brings over 19 years of Self Insured Group Workers' Compensation claims experience and will have direct responsibility for the oversight of all claims. Debra's team of adjusters are skilled at investigating and managing a claim to the best possible outcome.



CLAIM REVIEWS

Claim reviews focus on early intervention and can include the Board, Fund Administrator, Excess Carrier, CRS claims staff, Attorneys and Rehabilitation Nurses. The Excess Insurance Carrier representative participates in these meetings at their discretion. The claim reviews provide an opportunity for discussion on claim direction, the need for activity investigation, medical direction including the need for nurse case management or IMEs and other case resolution strategies. The meeting provides an opportunity to discuss concerns and direction. The focus is returning the employee to work, closing the claim and producing an optimal outcome.



MEDICAL COST CONTAINMENT

CRS utilizes the services of ReviewWorks to satisfy the State of Michigan's Health Care Service Rules and Fee Schedule requirements.

ReviewWorks provides both the medical bill review, professional bill review and PPO services. The fees associated with the medical bill review are treated as an allocated expense and charged back to each claim.

CRS and ReviewWorks have established a bi-directional electronic communication, to transfer new claims data, claims change data and approved/rejected payment data.

Medical bills submitted to ReviewWorks, on behalf of CRS clients, recognized a net savings of 70%



PHARMACY BENEFITS MANAGEMENT

CRS is the leader in innovative solutions and partnerships in fighting the increase in medical cost. Just one of the areas of focus is our strategy and partnerships to fight opioid use and addiction. Examples of this includes:

- The use of Cold Compression Therapy for both surgical and non-surgical pain and swelling management
- Physician dispensed non-opioid alternatives that are controlled and prevent patient addiction
- Working with leading vendor to build a surgical bundling alternative that provides the best providers and at a discounted rate all under a single bill.

The prescription drug program is administered through EHIM. With a pharmacy network of over 64,000 and approaching 3 million lives nationwide, EHIM is one of the fastest growing PBMs in the industry. As your PBM, EHIM is committed to helping you manage prescription costs through innovative plan designs and proactive cost containment strategies. EHIM listens to their clients' objectives and helps them customize a program to achieve their goals.



MEDICAL CASE MANAGEMENT

Comprehensive Risk Services works with contracted providers for Case Management. CRS works with various vendors on claims that require Nurse Case Management services. The following information relates to the program that Comprehensive Risk Services adheres to.



TELEPHONIC NURSE CASE MANAGEMENT

- Telephonic management, close follow-up and return to work planning that correlates with successful recovery outcomes
- Opioid Treatment Compliance Program



FIELD CASE MANAGEMENT

Pro-active, hands on intervention by an experienced Nurse Case Manager, to be considered and recommended for:

- All inpatient hospitalizations
- All surgical candidates and failed surgeries
- Referrals needed for second surgical consultation, specialist evaluation, therapy or to change medical or therapy providers
- Orthopedic injuries such as low back, neck, dominant hand, knee
- Discharge planning needed prior to hospital discharge or rehab center following surgery, home evaluation of needs, secure DME, coordinate home care, PBM, transportation
- Failure to improve due to pre-existing medical conditions or risk factors such as diabetes, obesity, cardiac, age, smoking
- Non-compliance issues impeding progress such as attendance at physician and therapy sessions, weight loss and smoking cessation prior to surgery, no show or rescheduling of medical appointments causing substantial delays.



CATASTROPHIC INJURY MANAGEMENT

This is an intermediate referral and same day intervention by an experienced Nurse Case Manager of all catastrophic injury cases. CRS also works closely with the Excess Insurance Carriers to utilize the services they have available to affect the most cost efficient outcomes while at the same time providing the best available care to injured employees.

- Traumatic brain injury, spinal cord injury, amputation of an extremity, multiple fractures/crush injuries requiring surgery
- Experienced Michigan CAT Nurse Case Managers involved from the ICU, throughout the recovery process; comprehensive rehabilitation programs, coordination of in-house care, DME, attendant care
- Facilitates maximum medical improvement and the best recovery and independence possible for the traumatically injured worker



MEDICARE REPORTING

As required under the Medicare Secondary Payer Act, all employers are now required to report all workers' compensation injuries/claims to CMS (Medicare) for determination of the employee's eligibility for Medicare. Comprehensive Risk Services sends the appropriate claims listings to CMS in accordance with the Section 111 reporting rules. Response files are received from CMS which identifies those employees eligible for Medicare. The claim files are noted and monitored for compliance with the Act.

The employer and Comprehensive Risk Services must consider Medicare's interest when settling a Medicare eligible employee's claim. A Medicare Set Aside Agreement may be necessary to protect the future exposure to Medicare. This is reviewed and evaluated on a per claim basis. Comprehensive Risk Services uses an independent vendor assistance with the Medicare Set Aside Agreement to ensure compliance.



LABOR MARKET ASSESSMENT (LMA)

This is a comprehensive assessment by an experienced Vocational Consultant of a claimant's residual wage earning capacity with labor market and wage research in the claimant's geographical area.

- Claimant who cannot return to their employer of injury, who has the ability to do some type of work for wages
- Claimant can work, but cannot locate a position within the restrictions outlined by a medical professional
- Vocational Consultant provides expert testimony of their findings



LOSS PREVENTION

CRS has a loss prevention service led by Ken Smylie, VP of Loss Control. CRS will provide professional loss control service to assist in reducing workers' compensation claims cost as well as improving the overall safety culture.

Loss control service will include customized risk assessments, hazard recognition surveys, safety training, program development and implementation, regulatory compliance, accident investigations, and industrial hygiene services.

CRS will assist clients in evaluating exposures. This will include an overview of operations, management's commitment to safety, hazard and exposure identification, safety programs, training procedures, MIOSHA citations, and loss history analysis.

Safety training will be provided through on-site training sessions, PowerPoint presentations, toolbox safety talk literature, safety video library, and webinars. Specialized training includes chainsaw and chipper hands-on training by experienced Arborist, working safely near traffic, flagging, chemical safety and hazard communication, back safety and proper body mechanics, workplace violence/active shooter, supervisor training, driving safety, forklift and aerial lift training, and personal protective equipment.

Site visits will include hazard recognition surveys. This service goes well beyond reporting underwriting information and typical loss control checklists. CRS's loss control service will fully assist with improving the overall safety culture through customized evaluations of operations, policies and procedures, and safety programs. By implementing effective programs such as hiring practices, training programs, self-audits, internal incident investigations, safety committees, and written safety programs. Visits will include identifying hazards and exposures and developing sound recommendations and safety control measures to reduce these hazards.

Accident investigations will be a timely response to serious and catastrophic incidents to assist the member in immediately addressing hazards and exposures, identifying root cause analysis, determining potential third-party litigation and subrogation, assisting member with potential OSHA citations, establishing and implementing control measures to prevent recurrence and follow activities to ensure proper closure of each case.

Industrial hygiene services include general safety, job hazard analysis, air monitoring, noise monitoring, ventilation studies, ergonomic surveys and indoor air quality (including mold) investigations. Interpret results of comprehensive surveys and submit solutions in detailed, concise reports to identify control and reduce employee exposures to occupational health and safety hazards.

E | RESERVING

& RESERVE POLICY

RESERVING

Reserves are established to the probable ultimate cost and are reviewed on an ongoing basis. Reserves could be classified in three categories as described below:

- **Initial** – Defined as the reserve established following receipt of a claim and the initial three point contact is complete
- **Intermediate** – Defined as the reserve established once complete investigative information has been received. This reserve might be increased or decreased over a period of time consistent with major changes in the claim status. It is the goal of a claims adjuster to reach the ultimate or final reserve at the earliest time possible. Reserve adjustments are made for such contingencies as unusual medical, litigation, failure to return to the employee to work, etc.
- **Final** – Defined as the probably ultimate cost and sometimes referred to as “lifetime”. This is generally a “worst case scenario” established when all practical attempts to resolve a claim have been exhausted. Such a reserve is usually limited on a per occurrence basis by the specific retention coverage provided by the Excess Insurance contract. This specific retention (or attachment point as it is sometimes referred to) can vary from contract to contract.

RESERVE POLICY

It is the policy of Comprehensive Risk Services that a claim should reflect the ultimate loss cost as indicated by the known factors of the claim at any given period of time. The reserve should not be overly optimistic nor pessimistic. There should be no stair stepping of reserves on the claim. Recognizing that claims are not static we have established uniform reserving guidelines:

On indemnity claims the Claims Representative can establish the initial reserve and to make one reserve adjustment. Any initial reserve or reserve change at or more than \$50,000 will be reviewed with the Claims Supervisor or Manager and discussed with the client. Any subsequent reserve change more than \$100,000 will also be reviewed and approved by the Claim Supervisor and Manager and the client will be consulted and advised.

Claims entering the litigation process should be reviewed and the reserves adjusted for the projected legal expense and medical expenses associated with the legal process. The defense attorney and the client should be consulted.

Significant reserve changes (\$100,000 or more) will be reviewed and approved by the Claims Manager. The client will be consulted and the status of the claim file will be reviewed with the client. The defense attorney will also be consulted and the attorney will submit a review of the litigated claim outlining our defense strategy and specific issues of the claim. The Account Executive will be kept advised of the reserve changes. The excess carrier may be, as dictated by the excess contract and status of the claim, involved in discussions on the claim at any given time.

F

RMIS PLATFORM

STATE OF THE ART RISK MANAGEMENT INFORMATION SYSTEM

The Origami Risk system will provide the necessary monitoring tools for management to ensure Comprehensive Risk Services is complying with service expectations.



CLAIMS ADMINISTRATION SYSTEM

Allows for a paperless environment; work flow tools that drive automated diaries and tasks, claimant communication and follow up based on relative dates or the passage of time; high quality data integrity; and easy interface with third party financial, HR, etc.



DOCUMENT MANAGEMENT

Allows us to scan documents into working queues; organize and attach to any record; and search documents in a variety of ways.



ORIGAMI RISK BUILT-IN WORK FLOWS

Can be used to automate processes such as claim reporting and requests for information. These work flows can be triggers when certain data is entered or specific events occur.



ORIGAMI RISK INCIDENT COLLECTION

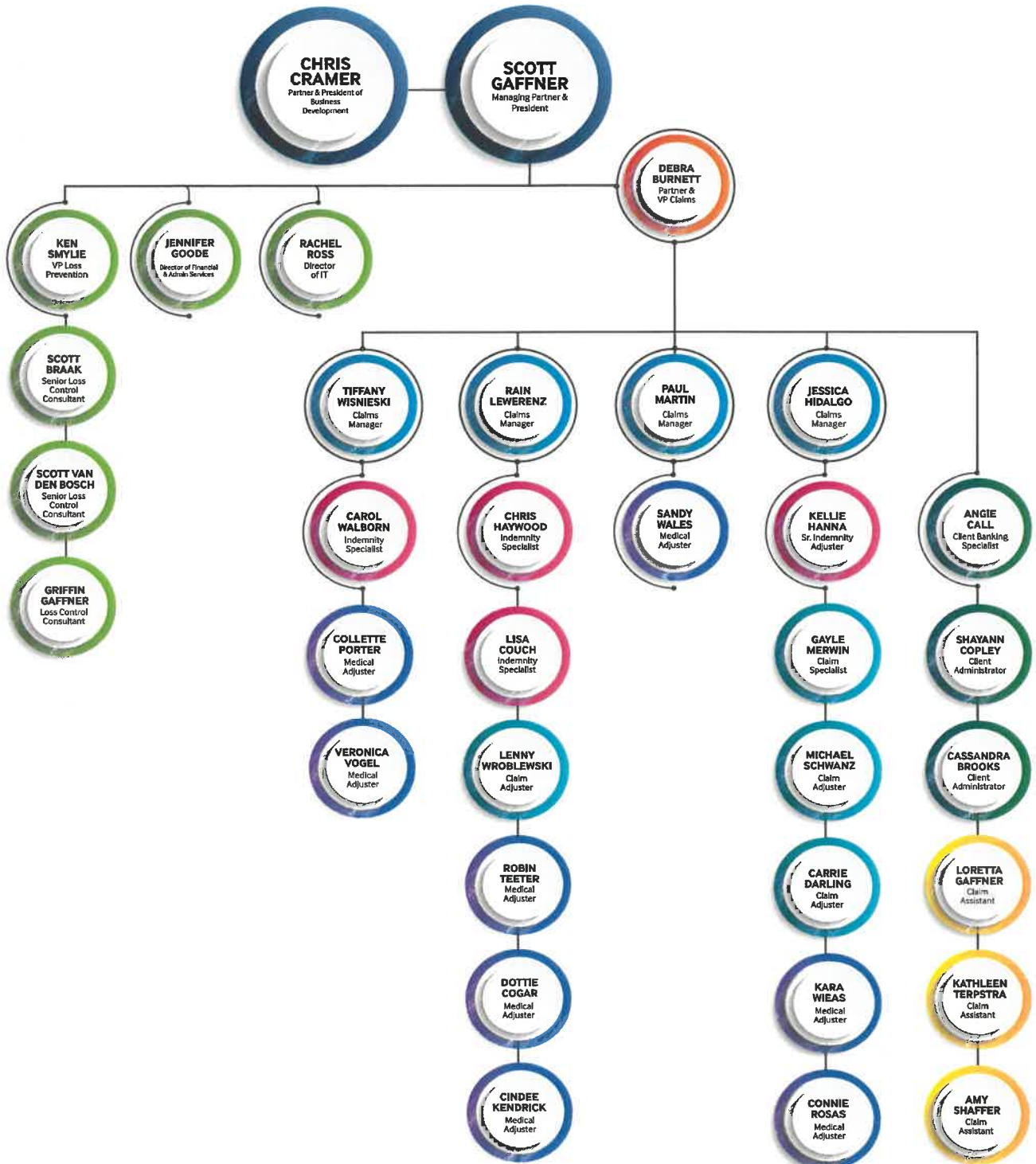
Automates the process of incident intake and claim creation.



DASHBOARD REPORTING FEATURES

The system provides more than 100 standard dashboard widgets and report templates – or allows us to customize our own – to create reports from anywhere in the system. The system allows for drill-down capabilities to the precise details, from summary reports to detailed reports, all the way down to specific claims.

G | HELLO! WE ARE ALL LOOKING FORWARD TO MEETING YOU



H | TESTIMONIALS

FROM OUR CLIENTS



"As the oldest group self-insuring fund in Michigan, MATSIF knows the importance of having a Third Party Administrator that can provide qualified staff and state-of-the art IT capabilities at a reasonable cost. Comprehensive Risk Services provides that and much more. We are very pleased with their services."

Barbara Bennett - Fund Administrator



"CRS's depth of experience and knowledge of Self-Insured Groups really stood out as we recently decided to transition our fund from our previous TPA. We are anxious to partner with the CRS team and take advantage of all they have to offer."

Tim Roberts, Fund Administrator



"The team members at CRS have provided claims handling, loss prevention, and general consultation to our Fund for many years and have contributed significantly to our success. They are an invaluable partner and we look forward to many successful years together."

Dennis Muth, Fund Administrator

I | OUR LEADERSHIP TEAM



Scott Gaffner \ \ Managing Partner and President

Scott W. Gaffner is the Managing Partner and President of Comprehensive Risk Services, managing with a lead-by-example work ethic. Scott knows relationships are central to success, and focuses on building relationships with clients as well as the Comprehensive Risk Services team. Scott has a proven track record of success as he grew and ran the largest and most successful TPA in MI. By sharing his 32 years of experience, Scott brings a formula for success that is client-focused to CRS. His specific expertise in Workers' Compensation, Self-Insured Groups, third party administration and alternative funding significantly benefits the self-insured employers partnered with CRS.

Scott received his Bachelor in Insurance from Ferris State University, and holds both the Certified Risk Manager and Certified Insurance Counselor designations. Scott also holds a Property and Casualty Agents License. Scott currently sits as a member of the Board of Directors for the Westran Insurance Scholarship Foundation.



Christopher Cramer \ \ Managing Partner and President of Business Development

Christopher Cramer is the Managing Partner and President of Business Development who partners with his clients to provide superior claims administration services for group self-insured and individual self-insured clients. After spending nearly 15 years working in the insurance industry for multi-million-dollar brands, Chris knows what truly drives a successful client. It comes down to how well you connect with the people you're working with and communicate your understanding back to them. Chris works closely with his team to create innovative presentations to highlight the unique boutique, service-orientated philosophies instilled at Comprehensive Risk Services. This allows him to differentiate the company and also show potential new partnerships how Comprehensive Risk Services is not a traditional cookie cutter servicing agent.

Chris has completed the Certified Risk Management designation through National Alliance. In addition, he assisted in establishing the leadership development program at Citizens Insurance Company of America.

Chris holds a degree from University of Michigan in Ann Arbor and has a passion for sports, personal fitness and travel. He is a proud father and husband and spends most of his free time with his family.



Debra Burnett \ \ Partner & Vice President of Claims

Debra Burnett is a Partner & Vice President of Claims, responsible for proactively leading the development and implementation of best practices for Comprehensive Risk Services. Prior to joining CRS, Debra had been a critical piece to the claims success of 12 self insured groups from both a management and adjudication standpoint. With over 30 years in the insurance industry, Debra is able to apply her expertise and market knowledge to educating Michigan employers in risk management, overseeing occupational injuries, accident investigations/documentation and Section 111 reporting. Using a sound risk management approach, Debra focuses on the best financial outcomes for the employer.

Debra has a long record of successfully guiding her clients with their claims and her degree in Accounting from Henry Ford Community College has allowed her to prepare and oversee reserve audits with an amazing average of 99% accuracy rate. She enjoys this diverse experience and is rewarded by the friendships and business partnerships she builds. Debra feels privileged to work with the different clients and their employees to make a difference.

As a dedicated parent, Debra has been a dedicated supporter of the Little Caesars youth hockey league and the Detroit Catholic Central's hockey programs for over a decade.



Ken Smylie \ \ Vice President of Loss Prevention

Ken Smylie, Vice President of Loss Prevention, is a 1992 graduate of Lawrence Technological University with a Bachelor of Science Degree in Mechanical Engineering. Ken has been actively involved in safety for 34 years. Prior to earning his degree, he served in the United States Navy as an anti-submarine warfare operator aboard P-3 Orion aircraft and as NATOPS Instructor (Naval Aviation Training and Operating Procedures Safety) at Naval Air Station Brunswick, Maine and Air National Guard Base Selfridge, Michigan.

Ken has over 26 years of experience in insurance loss control and places a strong emphasis on providing professional risk management service and building true customer-focused partnerships. Clients can benefit by utilizing Ken's knowledge of a wide variety of commercial arenas including retail, manufacturing, construction, and healthcare.

Realizing the importance of advanced technical training and continuing education, Ken has completed courses at Rockford Systems Machine Guarding School, OSHA 10-Hour Construction and General Industry courses, and Advanced Sprinkler System Analysis & Design at Delaware Technical College.

Ken has been invited to speak at numerous risk management and safety functions including the Michigan Safety Conference, Northwest Michigan Industrial Association Safety Awards Seminars, Michigan Assisted conferences, and the Society for Human Resources Management.



Jessica Hidalgo \ \ Claim Supervisor

Jessica Hidalgo, is the Claim Supervisor. Jessica specializes in the administration of Michigan self-insured workers' compensation claims programs. Prior to joining Comprehensive Risk Services, Inc. in 2018, Jessica was employed with a national Third Party Administrator for 15 years. During this time Jessica managed medical and indemnity claims for both Michigan self-insured group funds and corporate clients. At the time of her departure, Jessica was managing a team of 5 adjusters and was responsible for ensuring the proper claim handling by her team.

Jessica is a graduate of Cleary University where she earned a bachelor's degree in business administration. She is currently earning her master's degree with a graduation date expected in 2019. In addition, she is a licensed adjuster in the State of Michigan and has obtained industry specific designations to include I.N.S and A.I.C.

J | OUR REFERENCES

Michigan Association of Timbermen SIF

13168 State Hwy., M-28, Newberry, MI 49868

- Ms. Barbara Bennett, *Administrator*
(906) 293-3467
- Mr. James Carey, *Chairman of Board*
(906) 542-3420

Metalworking Industries of Michigan Workers' Compensation Fund

27750 Stansbury, Suite 100, Farmington Hills, MI 48334

- Mr. Mark J Sledzinski, *Administrator*
(248) 538-0680
- Mr. Gary Bonnell, *Chairman of Board*
(734) 717-3997

Michigan Assisted Living Workers' Compensation Fund

27750 Stansbury, Suite 100, Farmington Hills, MI 48334

- Mr. Mark J Sledzinski, *Administrator*
(248) 538-0680

Lumber & Building Material Supplier's Self-Insured Worker's Compensation Fund

27750 Stansbury, Suite 100, Farmington Hills, MI 48334

- Mr. Mark J Sledzinski, *Administrator*
(248) 538-0680
- Mr. Rich Mergel, *Chairman of Board*
(248) 755-4555

Northwest Michigan Industrial Association Workers' Compensation Fund

1368 Business Park Drive, Traverse City, MI 49696

- Mr. Dennis Muth, *Administrator*
(231) 922-7220
- Mr. Mike Chereskin, *Chairman of Board*
(231) 357-1415



OUR VISION

To **attract** the most *experienced, energetic professionals* in the industry. Create the **best work environment, resources,** and **support** for our employees to *exceed our client's expectations* in both quality and service, while using today's tools to drive the **lowest claim outcomes** in the industry.

OUR MISSION



Providing superior claims and risk management services specifically designed for MI Self-Insured Employers and Self-Insured Groups.



Privately owned. Owners are engaged in the day to day operations with the single focus of employee and client satisfaction.



Singular focus on one line of business, in one jurisdiction. When you do one thing, in one place, it enables you to outperform all others.

TEAM VALUES

- Honesty/Integrity
- Accountability
- Knowledge
- Client Focus
- Hard Work
- Responsiveness

K | OUR CONTACT INFO



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2896 N Williamston Rd Suite 700
Williamston, Michigan 48895
(248) 344-8550 Phone
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| THANK YOU

SERVICE FEE PROPOSAL



July 1, 2023 – July 1, 2026

<i>Claim Handling</i>	<i>2023 Fee</i>	<i>2024 Fee</i>	<i>2025 Fee</i>
Annual Flat Fee	\$23,900	\$24,615	\$25,350
Loss Control	Up to 4 Days Included	Up to 4 Days Included	Up to 4 Days Included
Data Conversion Fee	\$5,000	N/A	N/A
<i>Managed Care Services</i>			
Bill Review	\$8.00 per Bill	\$8.00 per Bill	\$8.00 per Bill
Professional Review	\$90 per Hour	\$90 per Hour	\$90 per Hour
PPO Fee	30% of Savings	30% of Savings	30% of Savings
CMS Reporting	\$8.25 per Submission	\$8.25 per Submission	\$8.25 per Submission

**** Managed care fees subject to change as this is a vended service**

Claim Fees shall be inclusive of the following:

- All claims are handled to claim conclusion as long as a client of CRS
- In Person Attendance at Claim Reviews
- Complete and continuous handling of Litigated Claims through claim conclusion
- Monitoring of defense attorneys for performance
- Negotiation of claims for settlement purposes
- Monitoring of all vendor services
- Monitoring and reporting of claims to Excess Insurance Carrier and follow up for any potential recoveries
- Working with the Excess Insurance Carrier to assist and control claims that penetrate the Excess Layer
- Aggressive handling of Third Party Claims to recover claim dollars
- Follow as necessary with any claims involving Medicare activity
- Medical Only Claim - Any claim not involving lost time from work, litigation and the total medical is less than \$5,000.
- Indemnity Claim - Any claim involving lost time from work, litigation or serious medical (total medical paid in excess of \$5,000).



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/8

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

AGENDA ITEM CONTENT: DPS - City Hall Basement Waterproofing

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT:

FUNDS REQUESTED: \$50,000

FUND: 101-265-987-0000

EXECUTIVE SUMMARY:

The west end of the City Hall basement has increasingly been showing signs of water infiltration over the past several years, indicating a failure in the building's drain tile system around the foundation. The west end of the basement houses the elevator and elevator equipment, as well as the Finance, Treasury, and Clerk's office permanent records and election materials, making this work critical to maintain this permanent record storage.

RECOMMENDATION:

Staff respectfully recommends that Council approve two separate motions:

1. To approve a Budget Amendment of \$50,000 to account 101-265-987-0000. A supermajority of 5 votes will be required.
2. To authorize the City Manager to execute a Change Order to Frank Rewold and Sons in an amount not to exceed \$50,000 for the City Hall Basement Waterproofing.

DATE: May 4, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Change Order – City Hall Basement Waterproofing

The west end of the City Hall basement has increasingly been showing signs of water infiltration over the past several years, indicating a failure in the building's drain tile system around the foundation. As the City Hall project was going to be forthcoming, it was determined that the best course of action was to mitigate the situation with dehumidifiers and ventilation, and address simultaneously with the project. These efforts proved successful, and as the budget was developed, the lower level of City Hall was intentionally left out of the project scope except for necessary building utility upgrades, with the intent of revisiting the waterproofing as funding allowed.

At this time in the project, the contingency balance remains strong, and the water infiltration has considerably worsened with the persistently wet spring we have experienced so far. The west end of the basement houses the elevator and elevator equipment, as well as the Finance, Treasury, and Clerk's office permanent records and election materials, making this work critical to maintain this permanent record storage. Time is also of the essence to get this work done before the parking lots are paved. The project team has obtained multiple quotes, putting this work in the \$47,000-\$50,000 range.

As this work is currently unbudgeted, we respectfully recommend that Council approve two separate motions:

1. To approve a Budget Amendment of \$50,000 to account 101-265-987-0000. A supermajority of 5 votes will be required.
2. To authorize the City Manager to execute a Change Order to Frank Rewold and Sons in an amount not to exceed \$50,000 for the City Hall Basement Waterproofing.

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

DATE OF VISIT: April 11, 2023
NAME: Tim Staehura
ADDRESS: 300 W 13 Mile Rd Madison Heights, MI 48071
PHONE: 248-310-0821
EMAIL: tstrchure@frankreword.com

Description of work to be done:

Excavate approx. 90 lineal feet North & South Wall

1. Pull permit.
2. Call Miss Dig.
3. Install temporary fencing around the job site.
4. Excavate approx.
5. Power wash and torch dry
6. Hydraulic cement and large cracks
7. Apply commercial grade tar.
8. Apply drainage board on walls and seal top.
9. Install new drain tile.
10. Install clean out system on bleeder line and drain tile.
11. Backfill 50% stone.
12. Apply geo fabric on stone.
13. Backfill with topsoil.
14. Haul away all excess debris.
15. Clean job site

Total Investment:

\$46,500

SAS Services is not responsible for unforeseen utility lines including and not limited to computer lines, phone lines, optic lines,

SAS Services in not responsible for any hard landscaping including trees or bushes

SAS is responsible for temporary fencing around job site

1. Entire Agreement- This document states the entire agreement between the owner and contractor. No representations, promises, or warranties, expressed, or implied, have been made by the contractor to the owners except those that are stated in this contract. This agreement cannot be changed by any conversations between the Owner and Contractor. Any changes must be in writing and signed by the Owner and Contractor.
2. If full price is not to be paid in cash, then this contract is subject to finance approval.
3. Due to the severity of Michigan weather, contractor will not guarantee concrete against cracking, settling, chipping, peeling, gauging, pitting, or discoloration.
4. Resultant damages- the contractor assumes no liability for any resultant damages to premises or materials located on the premises. The contractor shall not be liable for any damage to trees, shrubs, flowers, grass concrete or driveways. Contractor does not do any painting, decorating or wood finishing. Contractor assumes no liability for driveways, alarms, or satellite dish antenna; we are not responsible for reconnecting these items.
5. Owner hereby warrants that he is the owner and holder of the title of the above premises.
6. The contractor shall not be responsible for damage or delay resulting from an act of God, riots, civil commotions or disorders, delays or defaults by carriers or inherent defects in premises on which work is to be done, strikes, fires, accidents, storms or other causes beyond the reasonable control of contractors.
7. The undersigned further agrees that title in and to all materials furnished by contractor whether attached to the building or not shall remain with contractor until the full amount due from the owner shall be paid. All unused materials shall under any condition, remain the property of contractor. All materials delivered by the contractor to above premises, shall be stored and safely kept by the owner and no rental or storage charges shall be made or assessed by owner.
8. The owner, while this contract remains in force shall keep the above-described premises and improvements at all times adequately insured against loss by fire, vandalism and malicious damage, and other hazards customarily insured against under the same circumstances, by a reliable insurance company, such interest payable to parties having an insurable interest in said premises as their interests may appear.
9. SAS Services Inc. is not liable for any contents or damages to the structure for the life of the warranty and beyond.
10. This contract is subject to written approval by an officer of the contractor company, said written approval will not be necessary if work is actually commenced by the contractor.
11. Owners acknowledge receipt of true copy of this contract and disclosure statement if payment is to be financed.
12. All Warranty will be void unless all money due SAS Services Inc. is paid in full when due.
13. The Owner/Person signing Contract shall pay for all costs incurred for collection after job is complete, including but not limited to attorney's fees etc.
14. 1.5% late fee monthly.
15. SAS Services Inc. does not cover backing up or plugging of sewers, floods, iron ochre, damp spots, discoloration of walls, condensation and efflorescence caused by high humidity, hairline cracks caused by floating floors, iron algae, red algae, any type of bacteria algae, tree roots under basement floor, or mold past, present, or future.
16. SAS Services Inc. does not cover sump pumps. They are covered by a separate manufacturer's warranty.
17. Homeowner agrees to allow SAS Services up to 14 days to respond and provide a resolution to any grievance before Owner contacts an outside agency.
18. SAS Services Inc. reserves the right to the method of repair in all instances.
19. Permit cost shall be added to the agreement price.
20. There will be a 3% convenience fee for credit card charges. We accept Amex, MasterCard, Visa, and Discover.

Customer Acceptance _____ Date _____

Company Acceptance _____ Date _____