



CITY OF MADISON HEIGHTS

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

CITY COUNCIL REGULAR MEETING AGENDA

JUNE 12, 2023 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILMAN FLEMING

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions **Consent - Installation of data lines and cabling for AAC**

PRESENTATIONS

- [2.](#) Recognition of National Missing Children's Day May 24, 2023

PUBLIC HEARINGS:

- [3.](#) Special Approval PSP 23-01 - 700 E. 14 Mile Road - Motor Vehicle Service Expansion
- [4.](#) Special Approval PSP 23-02 - 201 W. Girard Avenue - Event and Banquet Facility

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC

CONSENT AGENDA:

- [5.](#) 2023 Festival in the Park Fireworks Display Permit
- [6.](#) Director of Public Services - Cost Participation Agreement - 2023 LRIP Program: Commerce Drive
- [7.](#) City Council Regular Meeting Minutes of May 22, 2023

COMMUNICATIONS

REPORTS:

- [8.](#) City Manager - Confirmation of Deputy City Manager and Appointment as Acting City Manager in City Manager's absence
- [9.](#) CED Director - Amendment #2 to the Madison Center Owner LLC Development Agreement
- [10.](#) MHHP Chamber Request for Beer Tent at Trail Tunes
- [11.](#) City Clerk and City Attorney - Proposal No. 2, Officers, Qualifications - Amendment

ITEMS FOR FUTURE PUBLIC HEARINGS

BID AWARDS/PURCHASES:

- [12.](#) Purchasing Coordinator - Approval of purchase of Electronic Message Board for Civic Center Complex
- [13.](#) Purchasing Coordinator - Printing/Mailing of Recreation Brochure/City Newsletter
- [14.](#) Director of Public Services - Purchase of Portable Hoist System
- [15.](#) Fire Chief - Purchase of a Sutphen SLR 75 Fire Engine

[16.](#) City Manager - Information Technology Contract - BPI

ORDINANCES

[17.](#) Ordinance 2194, Interference with Police, First Reading

UNFINISHED BUSINESS

MINUTES

EXECUTIVE SESSION

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.

ADJOURNMENT

DATE: June 6, 2023

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, June 10, 2023

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, June 10, 2023.

PUBLIC HEARINGS:

SPECIAL APPROVAL – PSP 23-01- GOLLING KIA, MOTOR VEHICLE SERVICE EXPANSION 700 E. 14 MILE RD.

On behalf of Golling KIA, the applicant, Frank Martin, requests Special Approval from City Council under Section 10.329(6) of the Madison Heights Zoning Ordinance, “motor vehicle heavy and light repair facilities and/or motor vehicle maintenance service facilities.” The applicant requests approval for an expanded motor vehicle repair facility associated with the existing Golling Kia dealership. The subject property is located at 700 E. 14 Mile Road, PIN 44-25-01-126-026, and is zoned M-1, Light Industrial.

Golling Kia received special approval in May 2018 to construct a new car dealership and vehicle service facility at the subject property. The site plan was approved in April 2019 with ten (10) service bays. Golling Kia now proposes to construct ten (10) additional service bays (for a total of twenty (20)), which require new special approval through the City Council.

After the required public hearing, staff recommends that City Council approve the special use request PSP 23-01 with the conditions that bump and paint work shall not be permitted and the proposed auto wash shall be for the dealership and service facility patrons only, and not open for use by the general public.

SPECIAL APPROVAL – PSP 23-02 201 W. GIRARD AVENUE

The applicant, Michael Kozan on behalf of Detroit Chiavari Event Rentals, requests Special Approval from City Council under Section 10.329(4) of the Madison Heights Zoning Ordinance, “other uses of a similar and no more objectionable character.” The applicant requests approval to use an existing event rental warehouse space to host small events and banquets. The subject property is located at 201 W. Girard Avenue and is zoned M-1, Light Industrial.

Staff finds that the proposed small banquet facility use is compatible with adjacent light industrial uses and zoning. However, stipulations should be considered to ensure that the use does not negatively impact adjacent residential properties to the north across Girard Avenue. Potential impacts may include noise and on-street parking. To reduce the potential for such negative impacts, staff recommends that any motion for approval include conditions limiting event capacity to fifty (50) persons, and end no later than 11 p.m., which shall be reflected on the Certificate of Occupancy.

PRESENTATIONS:

RECOGNITION OF MISSING CHILDREN DAY

Councilman Soltis and Councilor Wright have requested City Council recognize National Missing Children Day, which was May 24, 2023, this year, and ask that we use this time to educate residents on the Amber Alerting System. Therefore we plan to show a 2-minute Amber Alerting video published by the Federal Office of Juvenile Justice and Delinquency Prevention, as linked below.

[AMBER Alert Awareness Day | Office of Juvenile Justice Delinquency and Prevention - Bing video](#)

CONSENT AGENDA:

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

2023 FESTIVAL IN THE PARK FIREWORKS

Ahead of the 2023 Festival in the Park, Council is requested to approve the 2023 fireworks permit. The permit application process for commercial or public fireworks displays requires approval by the legislative body. Therefore, staff and I recommend that Council approve the permit for the 2023 Fireworks Display and authorize the Mayor to sign on the City's behalf.

COST PARTICIPATION AGREEMENT- 2023 LRIP PROGRAM – COMMERCE DRIVE

For the past seven years, the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), designed to assist local government units with needed local road improvements. The program is based on a minimum 50% / 50% match between the City and Oakland County. Since the inception of this program, the City has received \$436,559 in County grant funding. These funds were used to offset the cost of much-needed repairs to Whitcomb Avenue, Research Park, Tech Row, East Lincoln Avenue, Barrington Street, and East and West Mandoline Avenue.

Oakland County has offered the program again for 2023, and Madison Heights has been awarded the maximum grant amount of \$87,383 for sectional concrete repairs on Commerce Drive. The LRIP grant will be applied to our upcoming 2023 project for this street, offsetting a total estimated project cost of \$237,312. Staff recommends that City Council approve the Cost Participation Agreement for the 2023 LRIP program and authorize the Mayor to sign on behalf of the City electronically.

REPORTS:

CONFIRMATION OF DEPUTY CITY MANAGER – CHERYL ROTTMANN

With the retirement of Deputy City Manager/Police Chief Corey Haines, the Deputy City Manager role will be vacant. This role is not a different position but rather an assignment typically given to a Department Head that will assist in the leadership of the City.

I have appointed Cheryl Rottmann has served as the Deputy City Manager/City Clerk. She has served at City Clerk since 2014, overseeing elections, FOIA, ordinance amendments and codification process, and working regularly with city council. She brings over 20 years of experience in local government, including a community development and planning background to this new role. She has focused her education and training on municipal management. She has a Master of Public Administration from Wayne State and a Bachelor of Arts in Political Science from the University of Michigan. Cheryl was a graduate of the Michigan Municipal League Municipal Leadership 16/50 Program.

In the past, when the City Manager was unavailable for various reasons, the Deputy would be named Acting City Manager in the absence of the City Manager. According to our City Charter, the City Council should appoint the Acting City Manager for these periods. To avoid having an agenda item each time I take a day off, I recommend City Council confirm my appointment of Cheryl Rottmann as Deputy City Manager/City Clerk and appoint her to serve as Acting City Manager in my temporary absences as assigned by the City Manager.

MADISON CENTER OWNER LLC BROWNFIELD - SECOND AMENDMENT

City Council approved the Brownfield Plan for Madison Center Owner LLC, which included a Development Agreement meant to ensure the project was completed promptly. The Development Agreement required that the developer make an investment in the property of at least \$17.6M and that they complete all of the site plan requirements and activities identified within a conceptual site plan included in the Development Agreement. Staff has been provided documentation showing investment that exceeds \$17.6M, but the developer has not completed a second outlot building as originally proposed. While the developer has acknowledged that this second outlot has not been developed, they are asking that the City Council approve this second and final amendment for the purpose of satisfying the Development Agreement.

Based on the total investment exceeding the original \$17.6M, staff recommends that the City Council approve and authorize the Mayor to sign the proposed second and final amendment to the Development Agreement for the approved Brownfield Plan for 29101 John R Rd.

TRAIL TUNES – REQUEST FOR BEER TENT

The Arts Board is interested in hosting a beer tent for the 2023 Trail Tunes event and has partnered with the non-profit MHHP Chamber to apply for the temporary special event liquor license. This application requires the approval of a resolution of the City Council. This event will follow all event requirements, including fencing off the tent space and monitoring who receives service. In addition, the City will require a special temporary liquor event insurance rider to reduce the City's liability risk. This is being considered on a trial basis. Pending this being successful, we may consider allowing beer tents to be hosted at other events in the future.

At the recommendation of the Arts Board, staff and I request that City Council approve a resolution authorizing this one-time liquor sales event for the 2023 Trail Tunes Event on September 9, 2023.

PROPOSAL NO. 2, OFFICERS, QUALIFICATIONS – AMENDMENT

On May 22, 2023, City Council approved five proposals to be included on the ballot for the November 7, 2023 election. As required, the city submitted the approved resolutions to the State of Michigan's Governor and Attorney General for review and comment. We have received comment back from the Attorney General's office that four of the five proposals were approved by their office, the fifth proposal had a minor issue of being over the 100-word minimum ballot language as required by Section 21(2) of the Home Rule City Act. The suggested changes are minor and do not change the context or meaning of the proposal.

Staff is requesting that Council approve a motion to amend CM-23-129 to modify the language to be within 100 words (exclusive of caption) and consistent with requirements of Section 21(2) of the Home Rule City Act as presented.

BID AWARD/PURCHASES:ELECTRONIC MESSAGE BOARD – CIVIC CENTER COMPLEX

In August 2021, the City published an invitation to bid soliciting pricing for the replacement of the electronic message board at the Civic Center Complex. The message board had reached the end of its useful life, and the ability to change the message had become sporadic. The City received four bids ranging in price from \$42,594 - \$48,828, which was significantly higher than anticipated. Coupled with the fact that the Civic Center renovation project was to be underway in early 2022 and the landscape of Civic Center Complex would be undergoing significant changes, a no award was published notifying vendors that due to alterations in potential plans, the project was put on hold pending finalization of the Active Adult Center relocation to Civic Center Complex.

The electronic message board has been non-functioning during the construction in Civic Center Complex. As we near the completion of the project, it was determined that the City would be able to utilize a portion of the \$250,000 Oakland County Together Grant to fund the replacement of the electronic sign. With the grant funding secured, and given that the City had already solicited bids and received four qualified submittals, a request for updated pricing was sent to all four vendors who had previously submitted pricing. The sole vendor who responded with updated pricing was Spectrum Neon out of Madison Heights, which was also the low bid on the original invitation to bid.

Changes in technology brought cost reductions for a state-of-the-art full-color 10mm display to be quoted at \$36,388, including the removal of the existing sign and installation of the new cabinet and sign. Therefore, we recommend that Council approve the award for the new electronic sign to Spectrum Neon of Madison Heights, with a total cost of \$36,388, and authorize the City to submit a down payment of half that amount, \$18,194 to secure pricing until installation can be completed.

PRINTING/MAILING OF RECREATION BROCHURE/CITY NEWSLETTER

In May, a bid for printing and mailing of the Recreation Brochure/Newsletter was posted on the MITN online cooperative bidding system, thirty-one vendors downloaded the bid documents, and

seven vendors submitted bid documents by the deadline. KK Stevens Publishing is the lowest qualified bidder based upon their pricing, at a unit price of \$0.38 per newsletter, with an estimated extended price of \$5,161, including the 2% runoff to be delivered to DPS on Ajax Drive.

Therefore, staff and I would respectfully request that Council award the contract for the printing and mailing of the Recreation Brochure/Newsletter to KK Stevens Publishing at the unit prices indicated for a two-year contract term through June 12, 2025, with the option to extend thereafter upon written agreement of the parties, allowing for documented postage and paper increases if the market becomes too volatile, and also allowing for lower cost production at the City's sole discretion based upon paper cost and availability. Council is also requested to authorize the City to proceed to the second or third low vendors, Litho Printing or Accuform, respectively, in the unlikely event that the contract with KK Stevens Publishing is canceled for lack of performance.

PURCHASE OF PORTABLE HOIST SYSTEM

The approved FY 2024 Budget includes funding for the purchase of a portable hoist system for Motor Pool. This equipment is specifically designed to hoist larger equipment and is intended to augment current operations, as well as serve as an eventual replacement to the two in-ground hoists currently used for this purpose. The existing hoists are well over 30 years old, and, although in fair condition, are showing signs of their age, and will eventually require extensive and extremely costly repairs.

From a historical perspective, Motor Pool bays 1 and 2 have already had their in-ground hoists removed in the early '90s due to mechanical failure. Staff has considered this situation, and determined that the best course of action is to employ these portable hoists, and retire the remaining in-ground hoists at such time as repairs are no longer justifiable from an operational or budgetary standpoint. These hoists also allow Motor Pool the flexibility to work on a large vehicle wherever it sits, as getting the vehicle into a bay is not always possible, forcing the mechanic to work from ground level.

Therefore, staff and I request that Council approve the purchase of four Mohawk Wireless Series 800 Mobile Column Lifts, and two Support Stands as quoted to Equipment Distributors Incorporated, of Fair Haven, Michigan, through Sourcewell, in the amount of \$57,955.01. Funding is budgeted and available in the 2024 budget, and delivery and invoicing will not take place until after July 1.

PURCHASE OF SUTPHEN SLR 75 FIRE ENGINE

In preparation for the FY2024 Fire Department budget, Fire Department staff evaluated the Department's five-year Capital Improvement Plan (CIP). The 2022–2027 CIP outlined the replacement of both the Department's aerial ladder and fire engine. The City aims to replace a fire engine every 25 years and the aerial ladder truck every 30 years. Phase funding was to begin in the 2024-2025 budget year. At the end of the 2026-2027 fiscal year, funding of \$1 million for the fire

engine and \$1.1 million for the aerial ladder was projected to be available to purchase the two vehicles. Skyrocketing costs of new fire apparatus have altered our approach to the department apparatus replacement timeline.

Therefore the internal apparatus committee evaluated several vehicle options to identify the type of apparatus that would improve the Department's operations while considering the financial impact of the escalating cost of purchasing a new fire apparatus.. After thoroughly evaluating various options and models, the committee recommended a quint-style fire engine. A quint fire engine combines the functions of a traditional fire engine and a ladder truck. It affords us the necessary resources and equipment to respond quickly and effectively to fire and other - 2 - emergencies. The quint approach improves our staffing deployment, streamlines our daily operations, and enhances our community fire protection. The quint-style fire truck provides a ladder truck at all fires in the City and would eliminate the need for multiple emergency vehicles on a fire scene, extending the life of the current ladder truck.

Staff has researched this option and recommends the City purchase a quint fire engine from the Sutphen corporation before June 15th. Sutphen advised us of a price increase from 5% to 7% after that date. The committee selected Sutphen from numerous manufacturers because of the success of our two previous fire engine purchases, and a Sutphen quint will standardize our fire suppression vehicles.

The City can utilize its inter-local purchasing contract with Houston Galveston Area Council (H-GAC) as we did in our previous fire engine purchases. Therefore, staff and I recommend that Council award the purchase of a heavy-duty 75' rear mount ariel ladder (SLR) from Sutphen in the amount not to exceed \$1,480,217.53. If approved, the City should expect delivery within 24-26 months.

INFORMATION TECHNOLOGY SERVICES CONTRACT – BPI

Over the past six months, staff, with the assistance of ITAC, have reviewed our current Information Technology contract and worked with BPI, our current IT services provider, to revise the contract to include enhanced security features and service metrics. These service metrics include quarterly meetings with staff and ITAC and measurable performance standards with credit penalties. Based on these meetings and follow-up with BPI, ITAC unanimously approved recommending City Council approve the service agreement with BPI Technology with an amendment including security and quarterly meetings as discussed.

Therefore, staff recommends City Council consider a motion to approve the information technology services agreement with BPI Technology for one year from July 1, 2023, to June 30, 2024, and with ITAC recommendation, grant City Manager the authority to extend an annual basis, in writing by both parties.

ORDINANCES

ORDINANCE 2194 – INTERFERENCE WITH POLICE

Recently legal counsel prosecuted a jury trial on an Interference with Police Department charge (Sec. 20-1). The Defendant had been involved in a pedestrian accident where his car struck a bike rider.

However, upon officer's arrival on the scene, Defendant repeatedly lied about his involvement in the accident. The Defendant was acquitted by the Jury and unanimously found not guilty of Interfering with the Police because the jury didn't consider his lying illegal under the ordinance as it is currently written.

Therefore, legal counsel prepared this amendment for Council consideration that solidifies what resisting an officer is. This will allow us to hold people accountable when it comes to these situations. Staff and legal counsel recommend City Council adopt Ordinance 2194 on first reading and schedule the second reading for June 26, 2023.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/12/2023

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Special Approval Request PSP 23-01 - Motor Vehicle Service Expansion - 700 E. 14 Mile Road

AGENDA ITEM SECTION: Public Hearings

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant, Frank Martin on behalf of Golling KIA, requests Special Approval from City Council under Section 10.329(6) of the Madison Heights Zoning Ordinance, "motor vehicle heavy and light repair facilities and/or motor vehicle maintenance service facilities." The applicant requests approval for an expanded motor vehicle repair facility associated with the existing Golling Kia dealership. The subject property is located at 700 E. 14 Mile Road, PIN 44-25-01-126-026, and is zoned M-1, Light Industrial.

RECOMMENDATION:

Staff recommends that City Council approve PSP 23-01 with conditions based on the findings listed within the staff report after the required public hearing.



MEMORANDUM

Date: June 2nd, 2023
 CC Meeting: June 12th City Council Meeting
 To: City of Madison Heights City Council
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Special Approval Request PSP 23-01 – 700 E. 14 Mile Road – Golling Kia Service Expansion
 Recommendation: **Approval, with Conditions**

Request

The applicant, Frank Martin on behalf of Golling Kia, requests Special Approval from City Council under Section 10.329(6) of the Madison Heights Zoning Ordinance for the expansion of an existing motor vehicle repair facility at 700 E. 14 Mile Road (PIN 44-25-01-126-026). The property is zoned M-1, Light Industrial. The motor vehicle repair facility is associated with Golling Kia, a motor vehicle dealership.

Background and Application

Golling Kia received special approval in May of 2018 (Case PSP 18-01) to construct a new car dealership and vehicle service facility at the subject property. The site plan associated with the special approval depicted ten (10) service bays. The formal site plan was approved in April of 2019 with a total of ten (10) service bays. Golling Kia now proposes to construct ten (10) additional service bays (for a total of twenty (20)), which requires new special approval through City Council.

The property is zoned M-1, Light Industrial, which permits motor vehicle repair facilities through special approval process outlined in **Section 10.201** of the Zoning Ordinance. Motor vehicle repair facilities are also subject to the use-specific standards contained in **Section 10.319(2)**. The special approval criteria and use-specific standards are contained at the end of this report. The image below shows the existing Golling Kia dealership and service facility.

Existing Golling Kia



The applicant has submitted a conceptual site plan, floor plans, and elevations for the building expansion. As proposed, the 4,300 square foot expansion will be at the rear (south) of the existing building and will result in the loss of six (6) parking spaces. However, the site will still contain adequate parking to meet the Zoning Ordinance’s minimum parking requirements. The expanded building facade will feature concrete masonry unit (CMU) material and will match the existing building relative to materials, height and overall appearance. A small car wash expansion is proposed, which will be for dealership use only.

Requests for special approval are subject to the following criteria, as outlined in Section **10.201(4)**:

The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood and vicinity. At a minimum, this shall include:

1. *Location of use(s) on site;*
2. *Height of all improvements and structures;*
3. *Adjacent conforming land uses;*
4. *Need for proposed use in specified areas of the city;*
5. *Conformance with future land use plans for the area as adopted by the planning commission;*
6. *Compatibility with the permitted principal uses allowed in the zoning district where the special approval use is requested.*

Additional criteria for reviewing special uses are contained at the end of this report.

Existing Zoning, Land Use, and Transportation

The table below denotes existing adjacent land uses and zoning designations.

	Existing Land Use	Existing Zoning
Site	Car Dealership	M-1, Light Industrial
North (across 14 Mile)	Light Industrial/Office	IB, Integrated Industrial Business
South	Light Industrial/Office	M-1, Light Industrial
East	Light Industrial/Office	M-1, Light Industrial
West	Financial Services	B-3, General Business

The subject site is zoned M-1, *Light Industrial*, which is intended to, “*primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts.*” Adjacent land uses, including properties to the north in Troy, are primarily zoned and used for light industrial uses. The property immediately to the west is improved with a credit union.

The subject site has primary frontage along W. 14 Mile Road. Per the Master Plan, 14 Mile Road is classified as a *principal arterial road*, which is intended to provide access to important traffic generators, such as major airports or regional shopping centers.

Future Land Use and Master Plan

The table below denotes adjacent future land use designations as contained within the 2021 Madison Heights Master Plan.

	Future Land Use
Site	Industrial
North (across 14 Mile)	'21 st Century Industrial' (City of Troy)
South	Industrial
East	Industrial
West	Industrial

The future land use designation of the subject site and adjacent properties is listed as '*Industrial*.' Per the Master Plan, the Industrial designation is intended to, "*accommodate manufacturing, processing, warehousing, storage of raw materials and intermediate and finished products, industrial service providers, industrial parks, and industrial research activities.*" Adjacent property, including property to the north in Troy, is planned for light industrial uses.

Use-Specific Standards

Vehicle repair and service facilities are subject to the use-specific standards of **Section 10.319(2), listed in full at the end of this report**. As proposed, the vehicle service expansion satisfies these use specific standards. Further, the building expansion meets the dimensional and setback standards of the M-1 district.

Staff Analysis,

Staff finds that the proposed vehicle service expansion is consistent with the existing dealership and service facility and is compatible with adjacent light industrial, office, and commercial land uses. As a stipulation of the original special approval in 2018, City Council added a condition that prohibited bump and paint work in the service facility. Staff recommends that this condition be carried over as part of this special approval request. Additionally, staff recommends a condition that the proposed auto wash be limited for use by the dealership and dealership service patrons only, and not open for use by the general public.

Findings and Recommendation

Staff offers the following findings for City Council consideration:

1. The applicant requests special use approval for an expanded motor vehicle service facility at 700 E. 14 Mile Road, zoned M-1, Light Industrial, as permitted under Section 10.329.
2. The expanded service facility is compatible with existing adjacent uses, which primarily includes light industrial, office, and commercial, and is consistent with the existing dealership facility and the original special approval from 2018.
3. The expanded service facility use is compatible with the Future Land Use Map's '*Industrial*' designation for the subject site, as contained within the 2021 Master Plan.
4. The expanded service facility is consistent with the special use criteria of Section 10.201(4).

5. The expanded service facility satisfies the use-specific criteria of Section 10.319(2).
6. The Site Plan Review Committee (SPRC) reviewed the proposed special approval request at their May 3rd, 2023 meeting and had no objections to the request.

Based on these findings, staff recommends that City Council **approve special use request PSP 23-01 with the following conditions:**

- 1) Bump and paint work shall not be permitted.
- 2) The proposed auto wash shall be for dealership and service facility patrons only and shall not be open for use by the general public.

Next Step

After the public hearing and discussion, City Council may take action on the requested special use by approving, approving with conditions, or denying the application. Alternatively, City Council may postpone action to allow verification, compilation, or submission of additional or supplemental information or to address other concerns or issues.

Any motion shall include concise findings based upon the special approval review standards and criteria, Section 10.201(4), listed below.

Pertinent Zoning Ordinance Sections

Sec. 10.329 – M-1 Uses Permissible on Special Approval

[...]

- (6) Motor vehicle heavy and light repair facilities and/or motor vehicles maintenance service facilities subject to the applicable requirements of subsection 10.319(2).

[...]

Sec. 10.319(2) – B-1 Uses Permissible on Special Approval

[...]

- (2) Gasoline service stations and/or motor vehicle light repair facilities and/or motor vehicle maintenance service facilities, subject to the following:
 - (a) One hundred forty feet of street frontage on the lot proposed for the gasoline filling station shall be provided on the principal street serving the station.
 - (b) The lot shall contain not less than 14,000 square feet of lot area.
 - (c) The lot must be located on the edge of the district (where the abutting zoning district on the frontage is nonresidential) so as not to disrupt pedestrian movement within the district.
 - (d) All buildings shall be set back not less than 40 feet from all street right-of-way lines.
 - (e) Gasoline pumps, air and water hose stands and other appurtenances shall be set back not less than 15 feet from all street right-of-way lines.

- (f) Driveway widths entering the filling station shall have a maximum width of 35 feet. Curb openings for each driveway shall not exceed 50 feet in length.
- (g) Curb cuts shall be no closer than ten feet to any adjoining property and shall be no closer than 35 feet to any corner of the intersecting street right-of-way lines. Any two driveways shall be separated by an island at least 20 feet long.
- (h) The angle of intersection of any driveway shall not be less than 60 degrees unless acceleration or deceleration lanes are provided.
- (i) Curbs in accord with standard city specifications shall be constructed on all streets adjacent to the gasoline filling station site.
- (j) Sale of alcoholic beverages from a structure wherein gasoline service stations are operated is strictly prohibited except in such structures where there is a masonry firewall between the location selling alcoholic beverages and the gasoline service station and there is a distance of 500 feet between the entrance of each establishment.
- (k) The owner and/or operator of a gasoline service station and/or motor vehicle maintenance service facility shall not permit disabled vehicles and/or vehicles that are being repaired or waiting to be repaired or serviced to be parked for longer than 72 hours on the premises. Further, such disabled vehicles or vehicles waiting for repair or service shall be parked within an enclosed building. All repair work of any nature shall be done within an enclosed building only.
- (l) Motor vehicle light repair facilities established and/or uses expanded to include motor vehicle light repairs shall completely screen all motor vehicles waiting for repairs and/or maintenance from view from any direction by an eight-foot poured concrete screen wall. All parcels which do not contain corner lots must maintain the required front yard setback per ordinance. All parcels which contain a corner lot shall contain screened walls which comply with side yard setbacks as well as front yard setbacks. Screen gates must be installed to continue the enclosure of the screened area. Disabled vehicles and/or vehicles that are being repaired or waiting to be repaired or serviced shall not be parked for longer than 72 hours on the premises. Further, all vehicles waiting for repair shall be screened from view. All repair work of any nature shall be done in an enclosed building only.
- (m) All owners and/or operators of gasoline service stations and/or light repair facilities and/or motor vehicle maintenance service facilities that are in existence on the effective date of this Ordinance, shall not permit disabled vehicles and/or vehicles that are being repaired or waiting to be repaired or serviced to be parked for longer than 72 hours on the premises. All repair work of any nature shall be done within an enclosed building only.

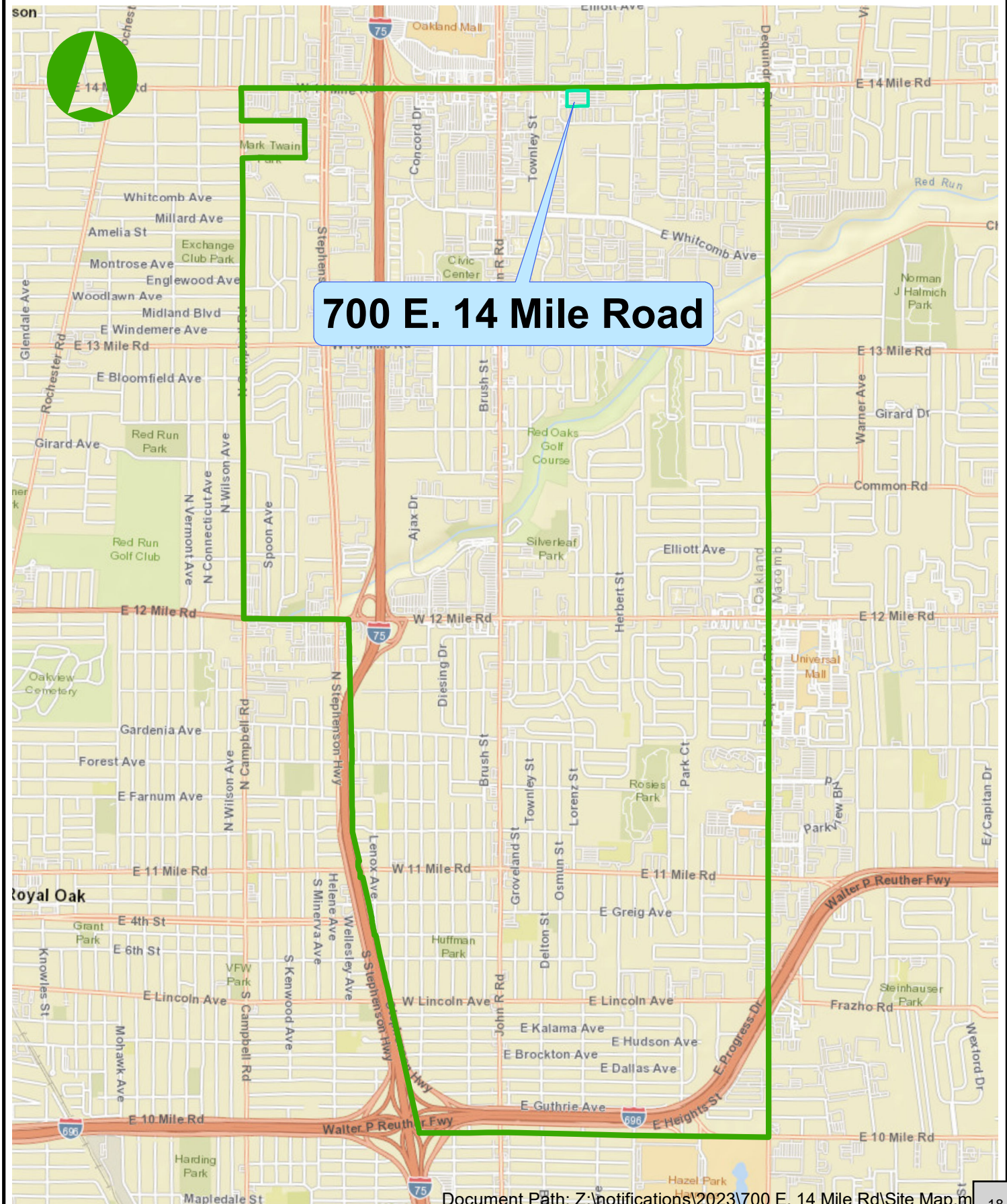
[...]

Section 10.201 – Special Approval Use Review Procedures and Requirements

- (4) *Review standards and criteria.* The city council shall consider the following standards and criteria in their review of all special approval use requests:
 - (a) Site plans submitted for special approval uses shall be prepared in conformance with and contain all information as outlined in Section 10.514. Site Plan Review.
 - (b) All design standards or criteria imposed on specific special approval uses elsewhere in this Ordinance shall be met.
 - (c) The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood and vicinity. At a minimum, this shall include:
 - 1. Location of use(s) on site;

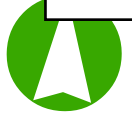
2. Height of all improvements and structures;
 3. Adjacent conforming land uses;
 4. Need for proposed use in specified areas of the city;
 5. Conformance with future land use plans for the area as adopted by the planning commission; and
 6. Compatibility with the permitted principal uses allowed in the zoning district where the special approval use is requested.
- (d) Ingress/egress to the use shall be controlled to assure maximum vehicular and pedestrian safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:
1. Reduction in the number of ingress/egress points through elimination, minimization and/or consolidation of drives and/or curb cuts;
 2. Proximity and relation to intersections, specifically with regard to distance from drive(s) to intersection(s);
 3. Reduction/elimination of pedestrian/vehicular traffic conflicts;
 4. Adequacy of sight distances;
 5. Location and access of off-street parking;
 6. Location and/or potential use of service drives to access multiple parcels, reducing the number of access points necessary to serve the parcels.
- (e) Screening shall be provided along all property lines, where council determines such screening is necessary to minimize impact of the use on adjacent properties or uses.
- (f) The use shall be properly served by utilities.
- (g) The use shall not have an adverse effect on the environment beyond the normal effects of permitted principal uses in the same zoning district and shall not result in an impairment, pollution, and/or destruction of the air, water, and natural resources.
- (h) The use shall be specifically scrutinized for conformance with the performance standards outlined in section 10.509 of this Ordinance.
- (i) The proposed use shall be designed as to location, size, intensity, site layout, and periods of operation to eliminate any possible nuisances which might be noxious to the occupants of any other nearby properties. The use shall not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive smoke, fumes, glare, noise, vibration, odors, and adverse environmental impacts.
- (j) The proposed use does not impose an unreasonable burden upon public services and utilities in relation to the burden imposed by permitted principal uses in the same zoning district.
- (k) The city council may impose conditions in granting special approval that it deems necessary to fulfill the spirit and purpose of this Ordinance. The conditions may include those necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Conditions imposed shall:
1. Be designed to protect natural resources, the health, safety and welfare, as well as the social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.

2. Be related to the valid exercise of the police power and purposes that are affected by the proposed use or activity.
 3. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this Ordinance for the land use or activity under consideration (if applicable); and be necessary to ensure compliance with those standards.
 4. Provide adequate safeguards as deemed necessary for the protection of the general welfare and individual property rights, and for ensuring that the intent and objectives of this Ordinance will be observed. The breach of any condition, safeguard or requirement, and the failure to correct such breach within 30 days after an order to correct is issued by the city shall be reason for immediate revocation of the special approval. Conditions and requirements stated as a part of special use permit authorizations shall be continuing obligations of the holders of such permits and are binding upon their heirs and assigns and upon any persons taking title to the affected property while such special use permit is in effect.
- (I) The discontinuance of a special use after a specified time may be a condition to the issuance of the permit. Renewal of a special use permit may be granted after a review and determination by the city council that continuing private need and public benefit will be served by such renewal. Renewal applications shall be in accord with standards and requirements in effect at the time that the renewal is requested.



700 E. 14 Mile Road



Site Address: 700 E. 14 Mile Road



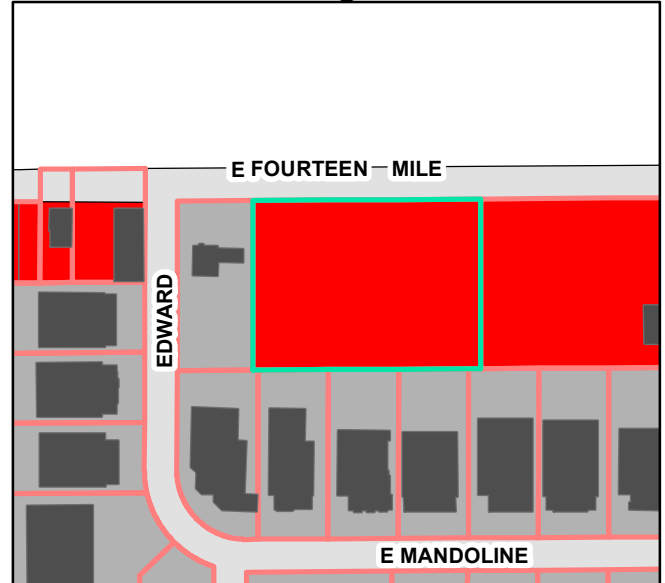
Click for maps






Aerial



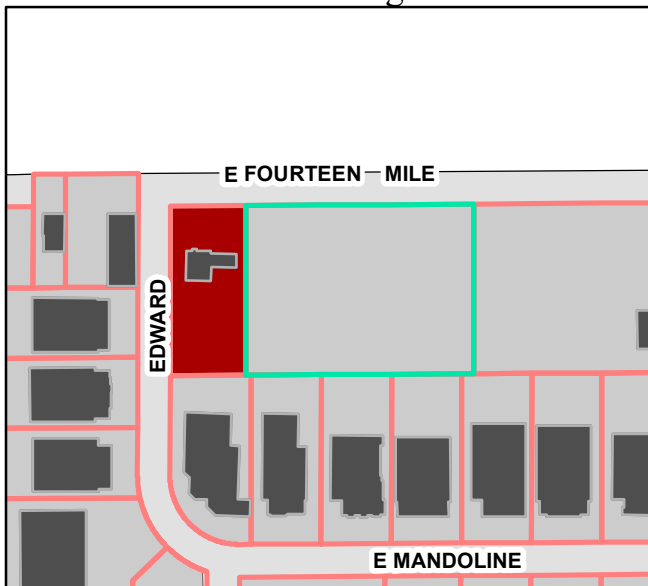
 700 E. 14 Mile Rd
 Parcels






Existing Land Use



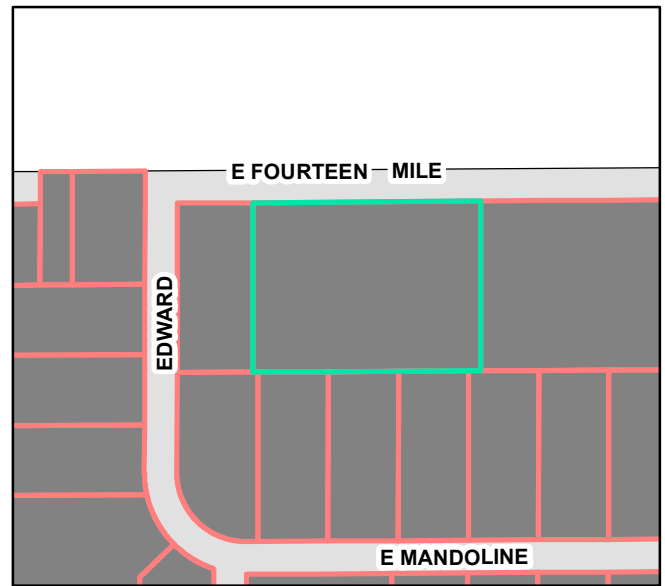
 700 E. 14 Mile Rd  Commercial
 Buildings  Industrial
 Parcels



Zoning



 700 E. 14 Mile Rd  M-1 Light Industrial
 Buildings  B-3 General Business
 Parcels

Future Land Use

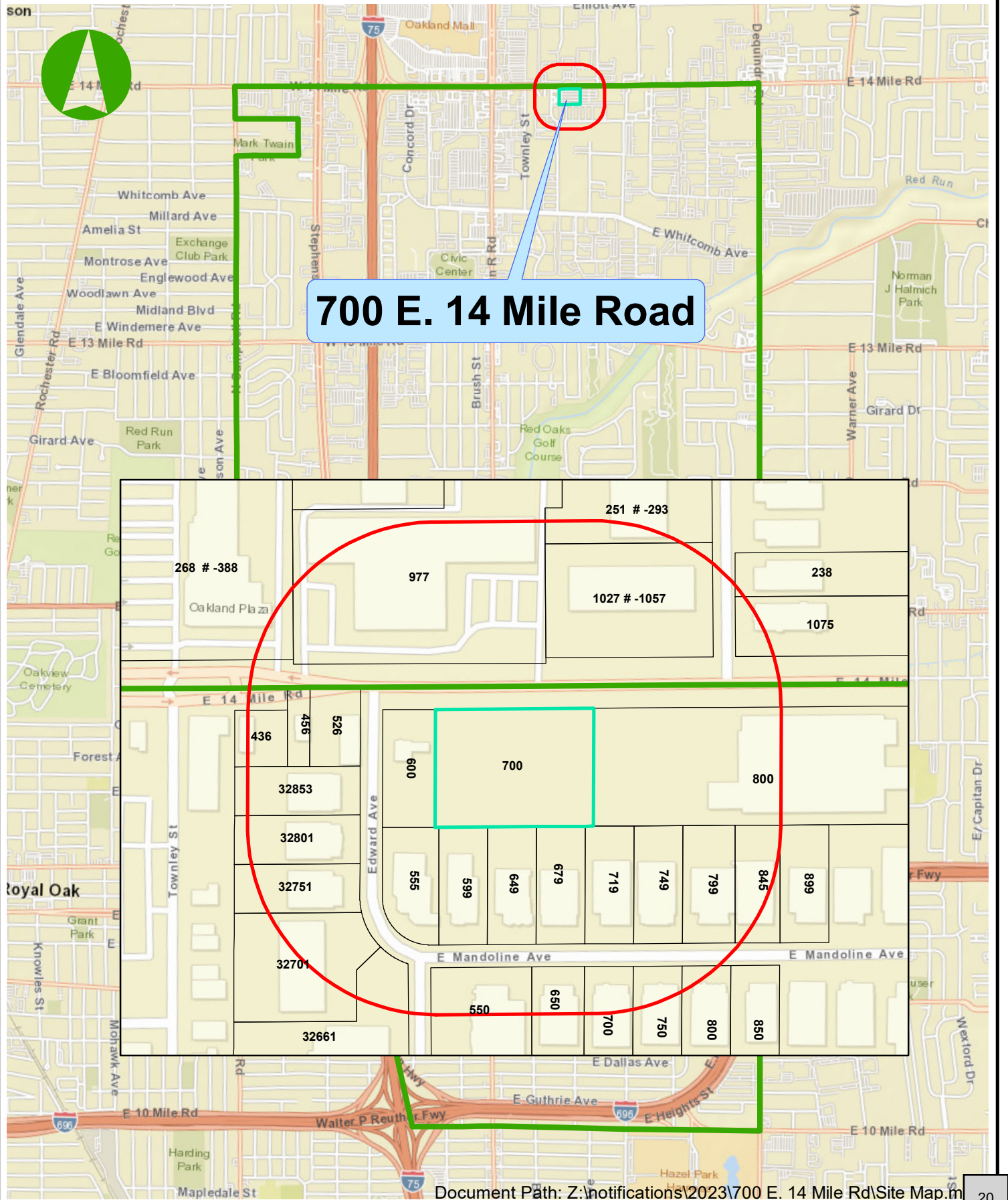


 700 E. 14 Mile Rd  Industrial
 Parcels

SA CASE : 23 - 01

BUFFER 500 FT

Item 3.





**CITY OF MADISON HEIGHTS
COMMUNITY DEVELOPMENT DEPARTMENT
PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL**

FOR OFFICE USE		Item 3.
Request	No:	
Date	Filed.	
Approved by	CDD:	
Approved for Hearing: _____		

I (we) the under signed, do hereby apply and petition the City of Madison Heights for a Special Approval Use Permit and provide the following information.

(Application must be typed)

Building Address: 700 East 14 Mile Road Tax ID No.: 44 - 25 - 01 - 126026

APPLICANT INFORMATION

Name: Dorchen/Martin Associates, Inc. - Frank Z. Martin, AIA

Phone No.: 248-557-1062 Fax No.: N/A

Mailing Address: 29895 Greenfield Rd Suite 107 City, State, Zip: Southfield, MI 48076
(Notices will be mailed to this address)

Driver's License No.: M635-261-978-040 Date of Birth: 01/14/1946

Interest in Property: Architect

BUILDING & BUSINESS INFORMATION

Zoning District: M-1 Use Requested Pursuant to Section _____ of the Zoning Ordinance

Explain Requested Use in Detail: Existing KIA Automobile dealership with a request to expand the service department by 10 service bays to be added to the south side of the existing building

The above referenced parcel is known as: (Lots(s) Acreage Parcel (s)) See Legal on Site Plan of _____

Subdivision (if platted lot(s)) and is located on the N S E W (Circle One) side of 14 Mile Road Street/Road between Edward Street/Road and Avis Street / Road.

Hours of Operation: 7:00 am to 9:00 pm Monday thru Saturday

Property Frontage: 422' Width/Depth: 313' No. of Parking Spaces: 233 Private Lot ☐ Shared Lot ☐

No. of Floors: 1 Max. No. of Employees: 31 Male 20 Female 11 No. on Largest Single Shift: 31

No. of Seats for Restaurant or Assembly Uses: _____ Capacity of Waiting Area: _____

Building: New ☐ or Existing XXX Will Additions or Alterations to the Building be Required? Yes

Explain: 10 Service Bays and Car Wash will be added to the south (rear) of the building

Describe Any Other Site Improvements to be Made: Miscellaneous asphalt modifications around the new Service Expansion addition

Building Owner Name: Golling Madison Heights Realty Phone No.: 248-334-3600 Fax No.: N/A

Mailing Address: 2405 S. Telegraph Road City: Bloomfield Hills Zip: 48302
(Notices will be mailed to this address)

**Note: All blanks and boxes above must be completed. Use N/A where appropriate.
CONTINUED ON REVERSE SIDE**

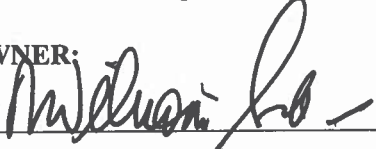


**PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL (Continued)**


Include one (1) copies of a site plan, no larger than 11 x 17 inches, which meets the requirements of Section 10.514 of the Zoning Ordinance of Madison Heights and the required seven hundred and fifty dollar fee (\$750.00) plus a site plan application.

This petition / application must be signed by both the Owner in Fee of the property and the Applicant prior to submittal. Applicant(s) and property owner(s) hereby consent to city staff, board and commission members, and contractors to access the property for purposes of evaluating the site for the requested action(s).

FOR THE OWNER:

Signature 
 Printed WILLIAM COLLINS Name
 Date 5/4/23

FOR THE APPLICANT IF NOT THE OWNER:

Signature 
 Printed FRANK Z. MARTIN Name
 Date _____

NOTARY:

On this 4th day of MAY, 2023

Before me personally appeared

BILL COLLINS to me known to be the person who executed the forgoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary's Signature 

Notary's Printed Name FRANK Z. MARTIN

Notary public, State of Michigan,

County of OAKLAND

My commission expires JANUARY 14, 2025

Acting in the County of OAKLAND

NOTARY:

On this 4th day of MAY, 2023

Before me personally appeared

FRANK Z. MARTIN to me known to be the person who executed the forgoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary's Signature 

Notary's Printed Name KENNETH D. MORELAND

Notary public, State of Michigan,

County of OAKLAND

My commission expires DEC. 14th, 2028

Acting in the County of OAKLAND

FRANK Z. MARTIN

NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF OAKLAND

MY COMMISSION EXPIRES Jan 14, 2025

Acting in the County of OAKLAND

OFFICE USE ONLY

KENNETH D MORELAND

NOTARY PUBLIC, STATE OF MICHIGAN

COUNTY OF OAKLAND

My Commission Expires December 14, 2028

Acting in the County of OAKLAND

\$750.00 Fee Paid _____ Receipt Number _____ By _____ Date: _____

One Site Plan Attached no larger than 11 x 17 inches ☐ Yes ☐ No

Site Plan Application: _____ Date: _____

Copies to C.D.D. _____

Notices Mailed to Properties Within 500 Feet _____

Council Action _____

Meeting Date _____



DORCHEN/MARTIN

Dorchen/Martin Associates, Inc.

Architects/Planners

29895 Greenfield Rd., Suite 107

Southfield, MI 48076

Tel: 248.557.1062

www.dorchenmartin.com

May 5, 2023

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

Re: Golling KIA Service Expansion
700 E. 14 Mile Road
D/MA File No: 23019

Dear Council Members:

Golling KIA is requesting a Special Use Approval for a (10) Bay service building expansion along with a car wash for dealership use only. The expansion will be at the rear (south) of the existing building and will not result in the loss of any existing parking for employees, customers, or inventory vehicles. However, 6 service parking spaces will be eliminated along the south wall of the existing building to accommodate the building expansion. The approval of Special Use and added service bays will provide Golling KIA with the additional capacity to service their customers as they continue to increase their presence in Madison Heights.

The proposed expansion will match the existing building relative to materials, height, and overall appearance. Since the expansion is at the rear of the property, the visual appearance of the KIA dealership from 14 Mile Road will realistically remain unchanged.

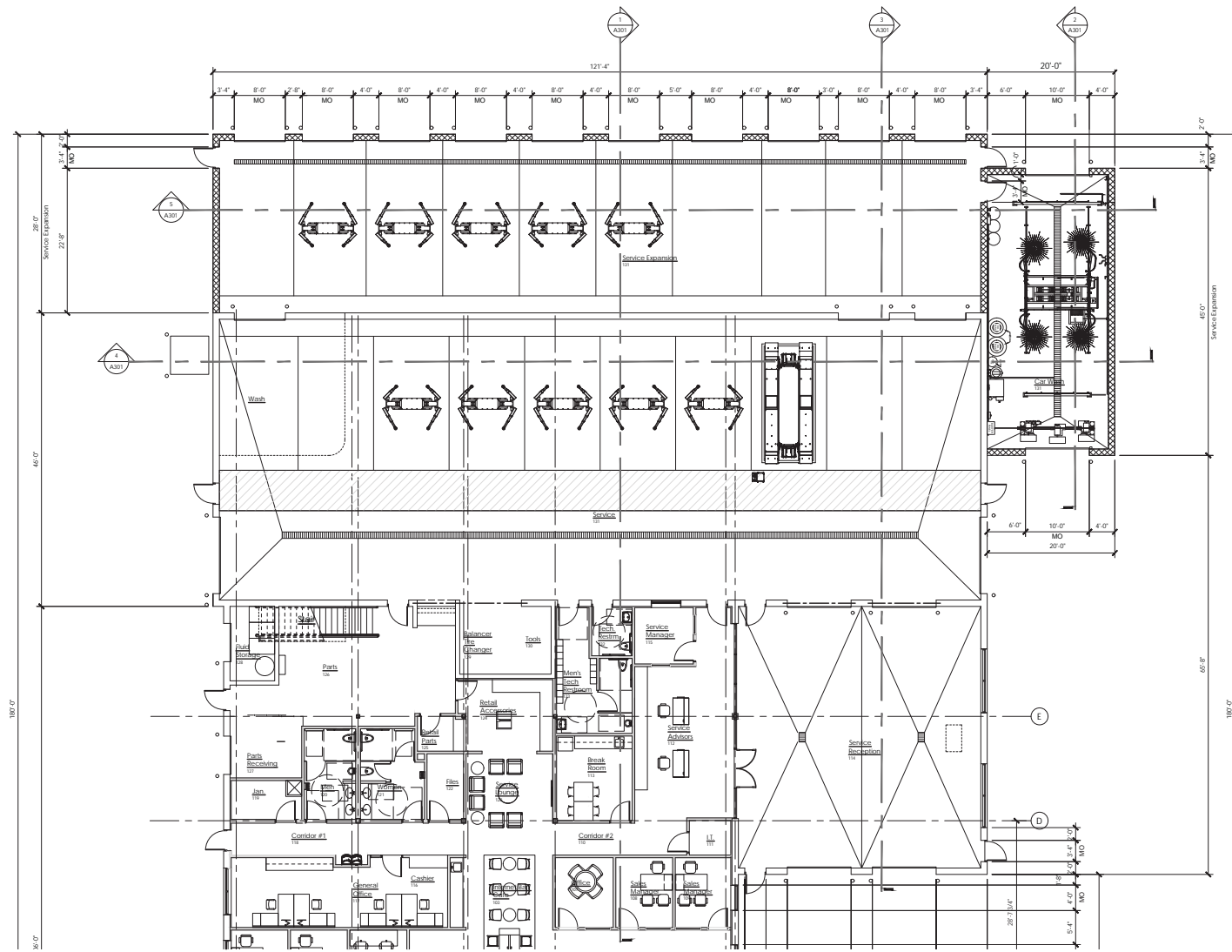
The (10) Bay service building expansion along with the car wash should have no negative impact on the adjacent properties, utilities, or public ROW.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. Martin', with a horizontal line extending to the right.

Frank Z. Martin, AIA, NCARB
Dorchen/Martin Associates, Inc.
248.224.3714 (mobile)
fmartin@dorchenmartin.com

FZM/



1 First Floor Plan
1/8" = 1'-0"
A.101

[illegible]

drawn by	checked by
----------	------------

Golling KIA Dealership Service Department Expansion 700 E. 14 Mile Road Madison Heights, MI	Floor Plan
project:	sheet title:

dma
DORCHEN/MARTIN
Dorchien/Martin Associates, Inc.
Architects/Planners
29895 Greenfield Rd., Suite 107
Southfield, Michigan 48076
(248) 557-1062
www.dorchienmartin.com

job number	sheet number
23019	A102



Issue / revision date
4-27-23 Owner Review
5-5-23 Special Use Submittal

drawn by	checked by
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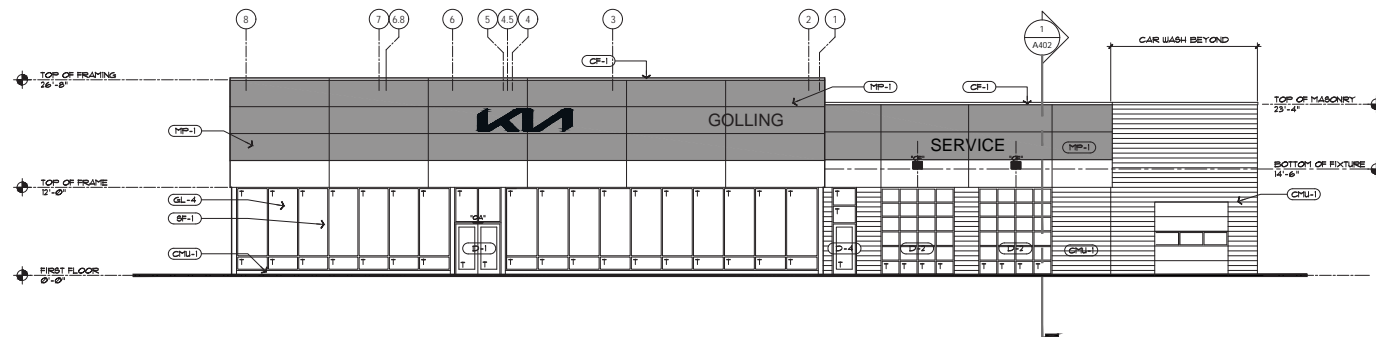
Golling KIA Dealership
 Service Department Expansion
 700 E. 14 Mile Road
 Madison Heights, MI

Exterior Building Elevations
 East and West

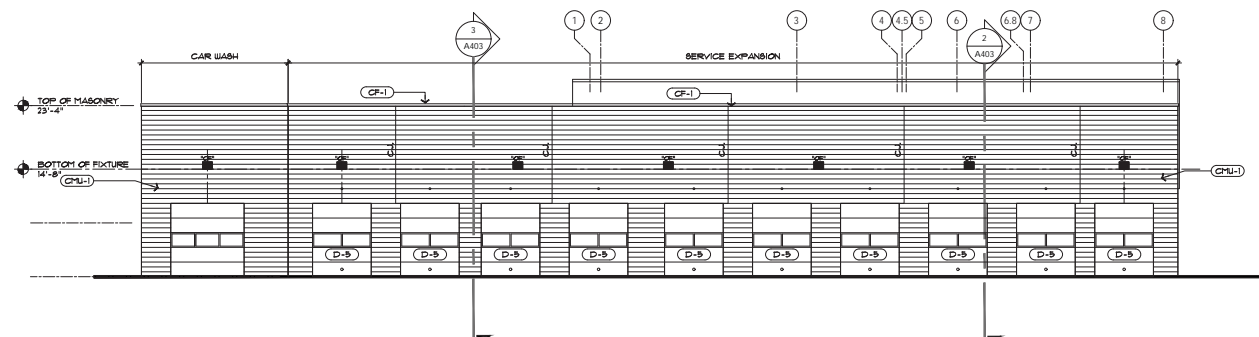
1

dma
DORCHEN/MARTIN
Dorchen/Martin Associates, Inc.
Architects/Planners
29895 Greenfield Rd., Suite 107
Southfield, Michigan 48076
(248) 557-1062
www.dorchenmartin.com

job number	sheet number
23019	A201



2 NORTH ELEVATION
A201 SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
A202 SCALE: 1/8" = 1'-0"

issue / revision date
4-27-23 Owner Review
5-5-23 Special Use Submittal

drawn by	checked by
----------	------------

Golling KIA Dealership
 Service Department Expansion
 700 E. 14 Mile Road
 Madison Heights, MI

Exterior Building Elevations
 North and South

dma
DORCHEN/MARTIN
Dorchien/Martin Associates, Inc.
Architects/Planners
29895 Greenfield Rd., Suite 107
Southfield, Michigan 48076
(248) 557-1062
www.dorchienmartin.com

job number	sheet number
23019	A202

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council for the City of Madison Heights will hold a public hearing on **Monday, June 12th, 2023 at 7:30 p.m. in the City Council Chambers of the Municipal Building at 300 W. 13 Mile Road, Madison Heights, Michigan 48071** to consider the following special approval requests:

Item 3.

Case # PSP 23-01

The applicant, Frank Martin on behalf of Golling KIA, requests Special Approval from City Council under Section 10.329(6) of the Madison Heights Zoning Ordinance, *"motor vehicle heavy and light repair facilities and/or motor vehicle maintenance service facilities."* The applicant requests approval for an expanded motor vehicle repair facility associated with the existing Golling Kia dealership. The subject property is located at 700 E. 14 Mile Road, PIN 44-25-01-126-026, and is zoned M-1, Light Industrial.

Case # PSP 23-02

The applicant, Michael Kozan on behalf of Detroit Chiavari Event Rentals, requests Special Approval from City Council under Section 10.329(4) of the Madison Heights Zoning Ordinance, *"other uses of a similar and no more objectionable character."* The applicant requests approval to utilize an existing event rental warehouse space for hosting small events and banquets. The subject property is located at 201 W. Girard Avenue, PIN 44-25-11-283-002, and is zoned M-1, Light Industrial.

The applications and any supporting documents can be viewed during regular business hours at the Community and Economic Development Department. In addition, the agenda item can be viewed online after 4:00 p.m. on the Friday prior to the meeting at www.madison-heights.org in the Agenda Center.

For further information, please contact the Community and Economic Development Department at (248) 583-0826

Cheryl Rottmann, CMC
City Clerk
(248) 583-0826

28



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/12/2023

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Special Approval Request PSP 23-02 - Banquet and Event Facility - 201 W. Girard Ave.

AGENDA ITEM SECTION: Public Hearings

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant, Michael Kozan on behalf of Detroit Chiavari Event Rentals, requests Special Approval from City Council under Section 10.329(4) of the Madison Heights Zoning Ordinance, "other uses of a similar and no more objectionable character." The applicant requests approval to utilize an existing event rental warehouse space for hosting small events and banquets. The subject property is located at 201 W. Girard Avenue, PIN 44-25-11-283-002, and is zoned M-1, Light Industrial.

RECOMMENDATION:

Staff recommends that City Council approve PSP 23-02 with conditions based on the findings listed within the staff report after the required public hearing.



MEMORANDUM

Date: June 2nd, 2023
 CC Meeting: June 12th City Council Meeting
 To: City of Madison Heights City Council
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Special Approval Request PSP 23-02 – 201 W. Girard Ave. – Banquet/Event Facility
 Recommendation: **Approval, with Conditions**

Request

The applicant, Michael Kozan on behalf of Detroit Chiavari Event Rentals, requests special approval from City Council for a small event and banquet facility at 201 W. Girard Avenue (PIN 44-25-11-283-002). The property is zoned M-1, Light Industrial. City Council may consider the proposed use under Section 10.329(4) of the Madison Heights Zoning Ordinance, *“other uses of a similar and no more objectionable character [...]”*.

Background and Application

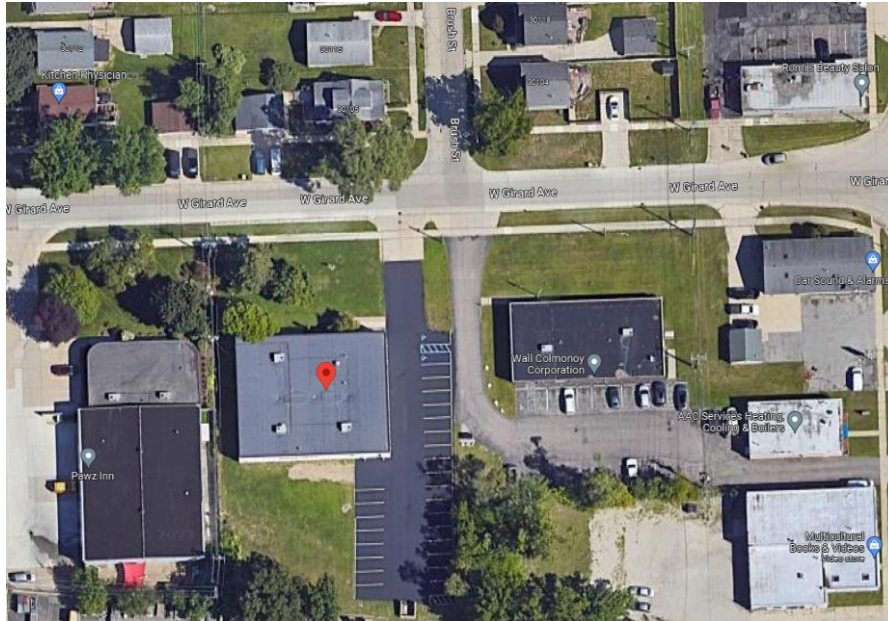
Detroit Chiavari Event Rentals currently owns and operates the building at 201 W. Girard Avenue as an event rental warehouse, renting out items such as tables, chairs, and décor. The applicant proposes to offer their newly-renovated showroom (approximately 1,110 square feet) for small daytime gatherings, such as, but not limited to, bridal showers and baby showers.

The property is zoned M-1, Light Industrial. Assembly halls/places of assembly are not explicitly listed as a permitted use nor a use permissible upon special approval in the M-1 district. However, Section 10.329(4) of the M-1 District permits the following upon special approval:

Other uses of a similar and no more objectionable character, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions, and safeguards as may be deemed necessary in the interest of public health, safety and welfare.

Therefore, the applicant is requesting special approval for a small event facility under the *“other uses”* provision of Section 10.329(4).

The image on the following page shows an aerial image of the subject site and surrounding neighborhood.

201 W. Girard Ave. – Aerial Image

The applicant does not propose any changes to the site as part of this special approval request. The building is approximately 8,000 square feet in area, featuring a 1,100 square foot showroom and 6,800 square foot warehouse. The property has twenty-seven (27) parking spaces, including two (2) ADA spaces. Per the application, the event space will be limited to the showroom area, with events primarily taking place during the day.

Requests for special approval are subject to the following criteria, as outlined in Section **10.201(4)**:

The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood and vicinity. At a minimum, this shall include:

1. *Location of use(s) on site;*
2. *Height of all improvements and structures;*
3. *Adjacent conforming land uses;*
4. *Need for proposed use in specified areas of the city;*
5. *Conformance with future land use plans for the area as adopted by the planning commission;*
6. *Compatibility with the permitted principal uses allowed in the zoning district where the special approval use is requested.*

Additional criteria for reviewing special uses are contained at the end of this report.

Existing Zoning, Land Use, and Transportation

The table below denotes existing adjacent land uses and zoning designations.

	Existing Land Use	Existing Zoning
Site	Showroom/Warehouse	M-1, Light Industrial
North (across Girard Ave.)	Single-Family Residential	R-3, One-Family Residential
South	Light Industrial/Office	M-1, Light Industrial
East	Light Industrial/Office	M-1, Light Industrial
West	Light Industrial/Office/Kennel	M-1, Light Industrial

The subject site is zoned M-1, *Light Industrial*, which is intended to, “*primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts.*” Adjacent properties to the east, west and south are zoned and used for light industrial and office uses. However, properties to the north across W. Girard Avenue are zoned and used for one-family residential.

The subject site has primary frontage along W. Girard Avenue. Per the Master Plan, W. Girard Avenue is classified as a *local street*, which is not intended to carry through-traffic.

Future Land Use and Master Plan

The table below denotes adjacent future land use designations as contained within the 2021 Madison Heights Master Plan.

	Future Land Use
Site	Industrial
North (across Girard Avenue)	Single Family Residential
South	Industrial
East	Industrial
West	Industrial

The future land use designation of the subject site and adjacent properties is listed as ‘*Industrial.*’ Per the Master Plan, the Industrial designation is intended to, “*accommodate manufacturing, processing, warehousing, storage of raw materials and intermediate and finished products, industrial service providers, industrial parks, and industrial research activities.*” Adjacent properties to the east, west, and south are planned for light industrial uses. However, property to the north across Girard Avenue is planned for residential purposes.

Staff Analysis,

Staff finds that the proposed small banquet facility use is compatible with adjacent light industrial uses and zoning. However, stipulations should be considered to ensure that the use does not negatively impact adjacent residential properties to the north across Girard Avenue. Potential impacts may include noise and on-street parking. To reduce the potential for such negative impacts, staff recommends that any motion for approval include conditions limiting event capacity and event hours of operation.

Findings and Recommendation

Staff offers the following findings for City Council consideration:

1. The applicant requests special use approval for a small event and banquet facility at 201 W. Girard Avenue, zoned M-1, Light Industrial. The applicant is applying under the “*other uses*” provision of Section 10.329(4).
2. The proposed event and banquet facility is compatible with existing adjacent uses to the east, west and south, which primarily include light industrial and office uses.
3. With appropriate conditions of approval, the proposed event and banquet facility will not negatively impact adjacent residential properties to the north.

4. The proposed event and banquet facility is compatible with the Future Land Use Map's 'Industrial' designation for the subject site, as contained within the 2021 Master Plan.
5. The proposed event and banquet facility is consistent with the special use criteria of Section 10.201(4).
6. The Site Plan Review Committee (SPRC) reviewed the proposed special approval request at their May 3rd, 2023 meeting and had no objections to the special approval request.

Based on these findings, staff recommends that City Council **approve special use request PSP 23-02 with the following conditions:**

- 1) Event capacity shall not exceed fifty (50) persons, which shall be reflected on the Certificate of Occupancy.
- 2) Events shall end no later than 11 p.m., which shall be reflected on the Certificate of Occupancy.

Next Step

After the public hearing and discussion, City Council may take action on the requested special use by approving, approving with conditions, or denying the application. Alternatively, City Council may postpone action to allow verification, compilation, or submission of additional or supplemental information or to address other concerns or issues.

Any motion shall include concise findings based upon the special approval review standards and criteria, Section 10.201(4), listed below.

Pertinent Zoning Ordinance Sections

Sec. 10.329 – M-1 Uses Permissible on Special Approval

[...]

- (4) *Other uses of a similar and no more objectionable character, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions, and safeguards as may be deemed necessary in the interest of public health, safety and welfare.*

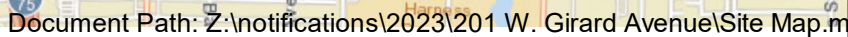
[...]

Section 10.201 – Special Approval Use Review Procedures and Requirements

- (4) *Review standards and criteria.* The city council shall consider the following standards and criteria in their review of all special approval use requests:
 - (a) Site plans submitted for special approval uses shall be prepared in conformance with and contain all information as outlined in Section 10.514. Site Plan Review.
 - (b) All design standards or criteria imposed on specific special approval uses elsewhere in this Ordinance shall be met.

- (c) The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood and vicinity. At a minimum, this shall include:
 - 1. Location of use(s) on site;
 - 2. Height of all improvements and structures;
 - 3. Adjacent conforming land uses;
 - 4. Need for proposed use in specified areas of the city;
 - 5. Conformance with future land use plans for the area as adopted by the planning commission; and
 - 6. Compatibility with the permitted principal uses allowed in the zoning district where the special approval use is requested.
- (d) Ingress/egress to the use shall be controlled to assure maximum vehicular and pedestrian safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:
 - 1. Reduction in the number of ingress/egress points through elimination, minimization and/or consolidation of drives and/or curb cuts;
 - 2. Proximity and relation to intersections, specifically with regard to distance from drive(s) to intersection(s);
 - 3. Reduction/elimination of pedestrian/vehicular traffic conflicts;
 - 4. Adequacy of sight distances;
 - 5. Location and access of off-street parking;
 - 6. Location and/or potential use of service drives to access multiple parcels, reducing the number of access points necessary to serve the parcels.
- (e) Screening shall be provided along all property lines, where council determines such screening is necessary to minimize impact of the use on adjacent properties or uses.
- (f) The use shall be properly served by utilities.
- (g) The use shall not have an adverse effect on the environment beyond the normal effects of permitted principal uses in the same zoning district and shall not result in an impairment, pollution, and/or destruction of the air, water, and natural resources.
- (h) The use shall be specifically scrutinized for conformance with the performance standards outlined in section 10.509 of this Ordinance.
- (i) The proposed use shall be designed as to location, size, intensity, site layout, and periods of operation to eliminate any possible nuisances which might be noxious to the occupants of any other nearby properties. The use shall not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive smoke, fumes, glare, noise, vibration, odors, and adverse environmental impacts.
- (j) The proposed use does not impose an unreasonable burden upon public services and utilities in relation to the burden imposed by permitted principal uses in the same zoning district.
- (k) The city council may impose conditions in granting special approval that it deems necessary to fulfill the spirit and purpose of this Ordinance. The conditions may include those necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Conditions imposed shall:

1. Be designed to protect natural resources, the health, safety and welfare, as well as the social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.
 2. Be related to the valid exercise of the police power and purposes that are affected by the proposed use or activity.
 3. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this Ordinance for the land use or activity under consideration (if applicable); and be necessary to ensure compliance with those standards.
 4. Provide adequate safeguards as deemed necessary for the protection of the general welfare and individual property rights, and for ensuring that the intent and objectives of this Ordinance will be observed. The breach of any condition, safeguard or requirement, and the failure to correct such breach within 30 days after an order to correct is issued by the city shall be reason for immediate revocation of the special approval. Conditions and requirements stated as a part of special use permit authorizations shall be continuing obligations of the holders of such permits and are binding upon their heirs and assigns and upon any persons taking title to the affected property while such special use permit is in effect.
- (I) The discontinuance of a special use after a specified time may be a condition to the issuance of the permit. Renewal of a special use permit may be granted after a review and determination by the city council that continuing private need and public benefit will be served by such renewal. Renewal applications shall be in accord with standards and requirements in effect at the time that the renewal is requested.



Site Address: 201 W. Girard Avenue

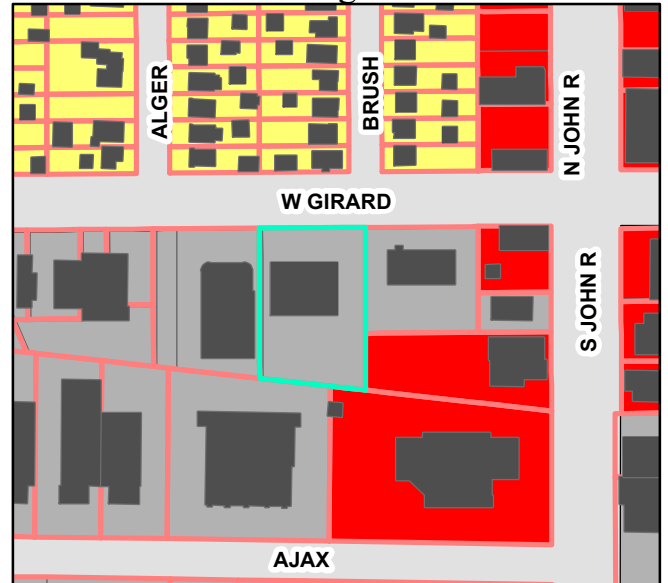
Click for maps

Aerial



- 201 W. Girard Avenue
- Parcels

Existing Land Use



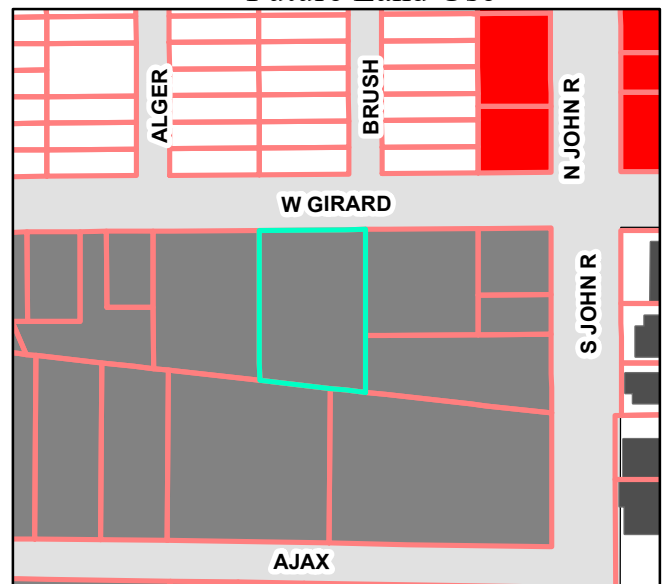
- 201 W. Girard Avenue
- Buildings
- Parcels
- Single And Two Family
- Office
- Commercial
- Industrial

Zoning



- 201 W. Girard Avenue
- Buildings
- Parcels
- M-1 Light Industrial
- B-1 Local Business
- Industrial

Future Land Use



- 201 W. Girard Avenue
- Buildings
- Parcels
- Industrial
- Commercial
- Industrial





**CITY OF MADISON HEIGHTS
COMMUNITY DEVELOPMENT DEPARTMENT
PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL**

FOR OFFICE USE		Item 4.
Request	PSP 23-002	No:
Date	5/5/23	Filed:
Approved	by	CDD:
Approved for Hearing: _____		

I (we) the under signed, do hereby apply and petition the City of Madison Heights for a Special Approval Use Permit and provide the following information.

(Application must be typed)

Building Address: 201 W Girard Ave Madison Heights, MI 48071 Tax ID No.: 44 - 25 - 11 - 283 - 002

APPLICANT INFORMATION

Name: Michael Kozan
Phone No.: 810-955-4391 Fax No.: N/A
Mailing Address: 201 W Girard Ave City, State, Zip: Madison Heights, MI 48071
(Notices will be mailed to this address)
Driver's License No.: K 250 603 275 751 Date of Birth: 09-29-1986
Interest in Property: Owner

BUILDING & BUSINESS INFORMATION

Zoning District: M-1 LT Use Requested Pursuant to Section 10.329 of the Zoning Ordinance
Explain Requested Use in Detail: We are an event rental company and would like to offer our newly renovated showroom to our clients and industry partners to host small daytime gatherings of around 50 guests. We want to focus on smaller events such as bridal showers, baby showers, etc. We have no interest in large late night events. We have ample parking and feel that there will be no impact on our neighbors to use the space for assembly.
The above referenced parcel is known as: (Lots(s) Acreage Parcel (s)) 107 to 112 of NORTHEASTERN HIGHWAY
Subdivision (if platted lot(s)) and is located on the S (Circle One) side of Girard Street/Road between Alger St Street/Road and Brush St Street / Road.
Hours of Operation: Appointment Only
Property Frontage: 160 ft Width/Depth: 237 ft No. of Parking Spaces: 29 Private Lot X Shared Lot _____
No. of Floors: 1 Max. No. of Employees: 2-3 Male 2-3 Female _____ No. on Largest Single Shift: 3
No. of Seats for Restaurant or Assembly Uses: TBD Capacity of Waiting Area: N/A
Building: New _____ or Existing X Will Additions or Alterations to the Building be Required? NO
Explain: Just completed renovations for current approve usage
Describe Any Other Site Improvements to be Made: We have site plan approval for a parking lot extension
Construction timing is TBD
Building Owner Name: Michael Kozan Phone No.: 810-955-4391 Fax No.: N/A
Mailing Address: 201 W Girard Ave City: Madison Heights Zip: 48071
(Notices will be mailed to this address)

Note: All blanks and boxes above must be completed. Use N/A where appropriate.
CONTINUED ON REVERSE SIDE



**PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL (Continued)**

Include one (1) copies of a site plan, no larger than 11 x 17 inches, which meets the requirements of Section 10.514 of the Zoning Ordinance of Madison Heights and the required seven hundred and fifty dollar fee (\$750.00) plus a site plan application.

This petition / application must be signed by both the Owner in Fee of the property and the Applicant prior to submittal. Applicant(s) and property owner(s) hereby consent to city staff, board and commission members, and contractors to access the property for purposes of evaluating the site for the requested action(s).

FOR THE OWNER:

Signature Michael Kozan
 Printed Michael Kozan Name
 Date 5-2-23

FOR THE APPLICANT IF NOT THE OWNER:

Signature _____
 Printed _____ Name
 Date _____

NOTARY:

On this 2 day of May 2023

Before me personally appeared
Michael Kozan to me known to be the
 person who executed the forgoing instrument, and
 acknowledged that he executed the same as his free act
 and deed.

Notary's
 Signature Jenna A Greening

Notary's
 Printed Name _____

Notary public, State of Michigan,

County of _____

My commission expires My Commission Expires July 02, 2024

Acting in the County of _____

NOTARY:

On this _____ day of _____

Before me personally appeared
 _____ to me known to be the
 person who executed the forgoing instrument, and
 acknowledged that he executed the same as his free act
 and deed.

Notary's
 Signature _____

Notary's
 Printed Name _____

Notary public, State of Michigan,

County of _____

My commission expires _____

Acting in the County of _____

OFFICE USE ONLY

\$750.00 Fee Paid _____ Receipt Number _____ By _____ Date: _____

One Site Plan Attached no larger than 11 x 17 inches ☐ Yes ☐ No

Site Plan Application: _____ Date: _____

Copies to C.D.D. _____

Notices Mailed to Properties Within 500 Feet _____

Council Action _____

Meeting Date _____





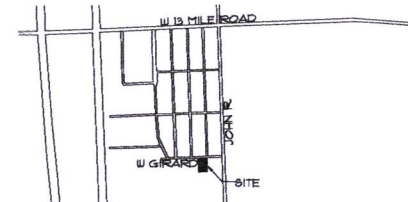
CODE ANALYSIS (I.B.C. / M.B.C. 2015)**I.B.C. / HIGH-RISE BUILDING CODE 2015:**

CHAPTER - 3	USE AND OCCUPANCY CLASSIFICATION 301 CLASSIFICATION USE GROUP B-1 - MODERATE HAZARD STORAGE AND B-BUSINESS
CHAPTER - 5	GENERAL BUILDING HEIGHTS AND AREAS SCOPE OF WORK AS PROPOSED DOES NOT EXCEED EXISTING BUILDING HEIGHT OR AREA. GENERAL AREA AND HEIGHT LIMITATIONS HAVE BEEN REVIEWED AND APPROVED AS PART OF THE ORIGINAL BUILDING PERMIT.
TABLE 506.2	AREA LIMITS ARE ALREADY APPROVED ACCORDING TO THE ORIGINAL CODE REVIEW FOR THE EXISTING BUILDING.
CHAPTER - 6	TYPES OF CONSTRUCTION TYPES 3-B (5-B) UNPROTECTED WITHOUT FIRE SUPPRESSION
CHAPTER - 7	FIRE AND SMOKE PROTECTIVE FEATURES FIRE RESISTIVE PARTITIONS FOR NEW CONSTRUCTION SHALL MEET THE REQUIREMENTS OF CHAPTER 7.
CHAPTER - 8	INTERIOR FINISHES ROOF FINISHES SHALL MEET THE REQUIREMENTS OF SECTION 805 AND TABLE 805.3. CLASS C FOR INTERIOR ROOFS & CLASS 1 FOR TENANT CORRIDORS & GENERAL AREAS. INTERIOR FLOORS SHALL MEET THE REQUIREMENTS OF SECTION 804, CLASS 1 IN CORRIDORS AND OTHER AREAS AND TYPE DOG (N-1) OR ASTM D3330 IN ENCLOSED ROOFS.
CHAPTER - 10	PLANS OF EXPOSURE SECTION 1001 OCCUPANT LOAD FOR ASSEMBLY AND TENANT SPACES. TABLE 1004.3.1 BUSINESS USE AREA & BUSINESS USE AREA BUSINESS USE = 121 SF / 1000 SF = 1 OCCUPANT WAREHOUSE USE = 54 SF / 1000 SF = 1 OCCUPANT TOTAL OCCUPANT LOAD = 2 OCCUPANTS DOORS PROVIDED ARE AT LEAST 36 INCHES WIDE WHICH MEET EXISTING AND ALSO BARRIER FREE REQUIREMENTS.
CHAPTER - 11	PLANS OF EXPOSURE REQUIREMENTS FOR THE TENANT BUILDING HAVE BEEN MET WITHIN THE EXISTING AND HAVE BEEN DETERMINED TO BE ADEQUATE AS PART OF THE ORIGINAL PERMIT APPROVAL.
CHAPTER - 12	ACCESSIBILITY ALL NEW CONSTRUCTION SHALL COMPLY WITH CHAPTER 12 REQUIREMENTS.
CHAPTER - 13	INTERIOR ENVIRONMENT
SECTION 090	THE LIGHTING AND NATURAL LIGHT REQUIREMENTS HAVE BEEN DESIGNED TO MEET OR EXCEED THE MINIMUM REQUIRED LIGHTING LEVELS FOR BOTH DAY AND NIGHT FOR THE ASSEMBLY SPACE AND OFFICE SPACE.
SECTION 095	EXISTING MECHANICAL VENTILATION TO BE DESIGNED AND MODIFIED TO CORRESPOND WITH THESE PLANS AND TENANT REQUIREMENTS. THE MECHANICAL CONTRACTOR SHALL SUBMIT AIR DISTRIBUTION DIAGRAM FOR REVIEW BY THE ARCHITECT AND THE CITY.
ADA	APPLICABLE PARTS OF THE AMERICAN WITH DISABILITIES ACT SHALL APPLY TO THIS TENANT SPACE. ALL DOORS, ELEVATORS, ELECTRICAL DEVICES, PUMPING DEVICES, CORRIDORS, STAIRS, AND ALARM DEVICES SHALL MEET ADA FOR THE PHYSICALLY, VISUALLY AND HEARING IMPAIRED.

THE AMERICAN WITH DISABILITIES ACT PROVIDES THAT IT IS A VIOLATION OF THE ADA TO CONSTRUCT A FACILITY FOR FIRST OCCUPANCY LATER THAN JANUARY 26, 1993, THAT DOES NOT MEET THE ACCESSIBILITY AND USABILITY REQUIREMENTS OF THE ADA EXCEPT WHERE AN ENTITY CAN DEMONSTRATE THAT IT IS STRUCTURALLY IMPRACTICAL TO MEET SUCH REQUIREMENTS. TENANT AND LANDLORD ACKNOWLEDGE THAT THESE REQUIREMENTS OF THE ADA WILL BE SUBJECT TO VARIOUS AND POSSIBLY CONTRADICTORY INTERPRETATIONS. THE ARCHITECT, THEREFORE, WILL USE ITS BEST PROFESSIONAL EFFORT TO INTERPRET APPLICABLE ADA REQUIREMENTS AND OTHER FEDERAL, STATE AND LOCAL CODES, LAWS AND ORDINANCES AS THEY APPLY TO THE PROJECT. THE ARCHITECT, HOWEVER, CANNOT AND DOES NOT WARRANT OR GUARANTEE THAT THE TENANT LEASED SPACE COMPLY WITH ALL INTERPRETATIONS OF THE ADA REQUIREMENTS AS THEY APPLY TO THIS PROJECT. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THAT THE DESIGN OF ANY COMPONENT IN THE TENANT LEASED SPACE WILL MEET THE REQUIREMENTS OF THE ADA IF THEY HAVE NOT BEEN SUBMITTED TO THE ARCHITECT FOR REVIEW.

M-1 LIGHT INDUSTRIAL LOT AREA CALCULATIONS

LOT AREA: PROVIDED = 37,438 SQ. FT. (EXISTING)	LOT SIZE (SINGLE LOT) = 37,438 SQ. FT.
RETRACTOR: FRONT RETRACTOR: REQUIRED = 56'-0" (MIN) PROVIDED = 56'-3" (EXISTING)	LOT COVERAGE: BUILDING DUMPMETER COVERAGE 8,919 SQ. FT. 18.3 SQ. FT. 238.3 SQ. FT. (73.3%)
SIDE YARDS: (1) = REQUIRED = 35'-0" (MIN) (1) = PROVIDED = 35'-0" (EXISTING TO REMAIN) (1) = REQUIRED = 35'-0" (MIN) (1) = PROVIDED = 44'-0" (EXISTING TO REMAIN)	PERMISSIBLE SURFACE: EXISTING CONCRETE PROPOSED CONCRETE COVERAGE 1,493.2 SQ. FT. (39.9%) 181.1 SQ. FT. (4.8%) 1,674.3 SQ. FT. (44.7%)
REAR RETRACTOR: REQUIRED = 61'-0" (MIN) PROVIDED = 56'-0" (EXISTING TO REMAIN)	OPEN SPACE: OPEN AREA TOTAL LOT AREA 11,289.3 SQ. FT. (46.4%) 27,148.7 SQ. FT.



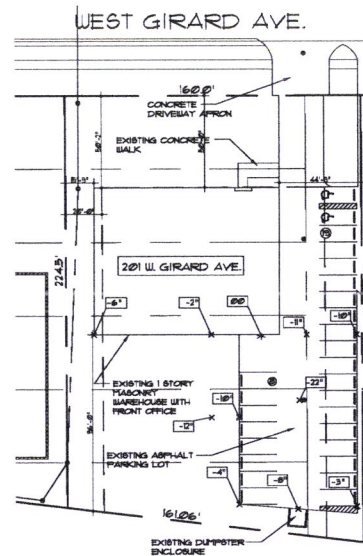
LOCATION MAP
SCALE: N.T.S.

GENERAL NOTES: M.B.C. 2015

- THIS PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH THE MINNESOTA BUILDING CODE 2015. A COPY OF THE CODE BOOK SHOULD BE OBTAINED BY THE BUILDING CONTRACTOR FOR REFERENCE BY THE ON SITE CONSTRUCTION PERSONNEL. ALL CONSTRUCTION SHALL CONFORM TO ALL REQUIREMENTS OF THE CURRENT CODE.
- THESE NOTES ARE FOR GENERAL REFERENCE. WHERE CONFLICTS EXIST BETWEEN THESE NOTES AND CURRENT CODE(S), THE MORE STRINGENT REQUIREMENTS SHALL PREVAIL.
- MATERIALS OR CONSTRUCTION PROCEDURES WHICH ARE PROHIBITED BY LAW OR SHALL CAUSE A HARMFUL EFFECT TO THE NATURAL ENVIRONMENT OR TO THE HEALTH OF ANY PERSON ON THE SITE DURING CONSTRUCTION AND/OR DURING OCCUPANCY SHALL NOT BE USED ON THIS PROJECT.
- ALL TRADES SHALL CONFORM WITH ALL APPLICABLE FEDERAL, STATE, LOCAL, AND OTHER GOVERNMENT RULES AND REGULATIONS. IN CASE OF CONFLICT, THE MOST STRINGENT REQUIREMENTS SHALL APPLY.
- ANY DISCREPANCIES, ERRORS, AND/OR OMISSIONS IN THE DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. FAILURE TO DO SO MAY RESULT IN FUTURE CHANGES, THE COST OF WHICH WILL BE BORNE BY THE APPROPRIATE TRADE.
- DO NOT SCALE DRAWINGS. USE ONLY DIMENSIONED DIMENSIONS.
- PROVIDE TEMPORARY BRACINGS AS REQUIRED, TO INSURE THE STABILITY OF THE STRUCTURE UNTIL THE PERMANENT FINISHING IS IN PLACE.
- PROVIDE SAFETY GLAZING IN CONFORMANCE WITH CODE.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MINNESOTA BUILDING CODE AND ALL THE CITY AND LOCAL ORDINANCES AS ADOPTED BY THE STATE OF MINNESOTA.
- THE OWNER AND/OR ARCHITECT IS NOT RESPONSIBLE FOR THE PLANS AND METHODS OF CONSTRUCTION NOR FOR THE SAFETY ON THE JOBSITE, AND THAT THESE RESPONSIBILITIES ARE INTENDED TO BE AND TO REMAIN SOLELY THOSE OF THE GENERAL CONTRACTOR.
- ALL CONTRACTS WITH HVAC, ELECTRICAL, AND PLUMBING SUBCONTRACTORS SHALL BE CONSIDERED "DESIGN - BUILD". SUBCONTRACTOR SHALL ENGINEER WORK BETWEEN EXISTING BUILDING SYSTEMS, THE ARCHITECTURAL PLANS AND TENANT REQUIREMENTS. ANY ENGINEERED DRAWINGS REQUIRED BY CITY SHALL BE PREPARED AND SUBMITTED BY SUBCONTRACTOR. ARCHITECT SHALL RECEIVE A COPY FOR REVIEW.
- HVAC CONTRACTOR SHALL BE RESPONSIBLE FOR ENGINEERING, CONSTRUCTION, TESTING AND BALANCING OF THE HVAC SYSTEM. MODIFY EXISTING SYSTEM AS REQUIRED TO CORRESPOND WITH NEW LAYOUT AND TENANT REQUIREMENTS, INCLUDING NEW VAV & THERMOSTAT.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENGINEERING AND IMPLEMENTATION OF ALL ELECTRICAL WORK TO BE PERFORMED. SHUT AND EMERGENCY CIRCUITS SHALL BE IDENTIFIED AND RESERVE LOCK-ON DEVICES OR BREAKERS PROTECTING THESE CIRCUITS. SECURE EXISTING CONDUIT AND GROUNDWIRE TO STRUCTURE ABOVE AS NECESSARY.
- PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENGINEERING AND IMPLEMENTATION OF ALL PLUMBING WORK TO BE PERFORMED. INSPECT ALL PLUMBING FITTINGS, REPAIR, REPLACE AND/OR RE-CALK AS NECESSARY.
- MATCH EXISTING DOOR TYPE, FINISH & HARDWARE.

LEGAL DESCRIPTION

T1N, R1E, SEC 11 NORTHEASTERN, HIGHWAY SUBS LOTS 101 TO 112 INCL. ALSO W 1/2 OF VAC BRUSH BLVD ADJ. TO SAME



EXISTING SITE PLAN
SCALE: 1/32" = 1'-0"

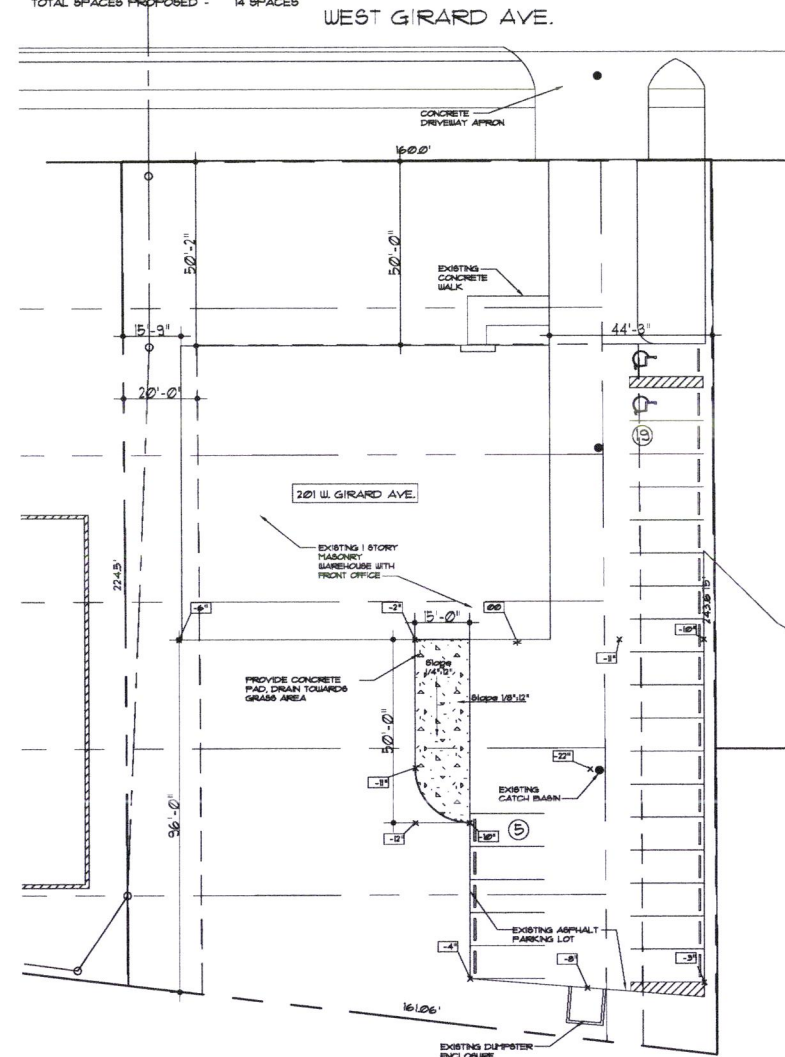
PARKING ANALYSIS

B-BUSINESS USE - 1,300 USABLE SQ. FT.	1,300 SQ. FT. / 300 = 4 SPACES
WAREHOUSE - 1,100 SQ. FT.	1,100 SQ. FT. / 1,000 = 1 SPACE
TOTAL SPOTS REQUIRED -	11 SPACES
TOTAL HANDICAP REQUIRED -	1 SPACE
TOTAL HANDICAP PROPOSED -	2 SPACES
TOTAL SPACES PROPOSED -	14 SPACES

APPROVED

By Matt Lonerstetter, AICP at 9:04 am, Dec 21, 2022

Submit for Concrete Permits



PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"



Joseph S. Novitsky
Architect
3656 12 Mile Road
Berkeley, MI 48072
(248) 433-2330



DATE	DESCRIPTION
08/09/2022	EXISTING CONDITIONS
08/09/2022	REVIEW
08/09/2022	REVIEW
08/09/2022	REVIEW
08/09/2022	REVIEW
08/09/2022	REVIEW
08/09/2022	REVIEW

Project Name:
SHOW ROOM AND OFFICE
201 W. GIRARD AVE
MADISON HEIGHTS, MI 48071

OWNER:
CHIAVARI
201 W. GIRARD AVE
MADISON HEIGHTS, MI 48071
CONTACT: MIKE KOZAN
PH: 248-433-2330

Sheet Title:
**SITE PLAN
AND GENERAL
NOTES**

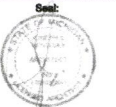
Date: 10/03/2022
Drawn by: RAW

Project Number:
2022-112

Sheet Number:
S-1

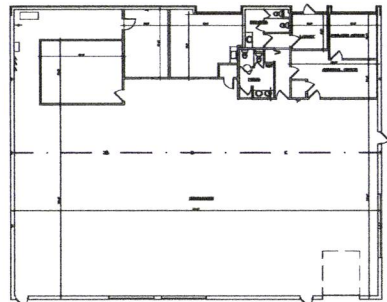


Joseph S. Novitsky
Architect
3856 12 Mile Road
Berkley, MI 48072
(248) 433-2030



Revisions:

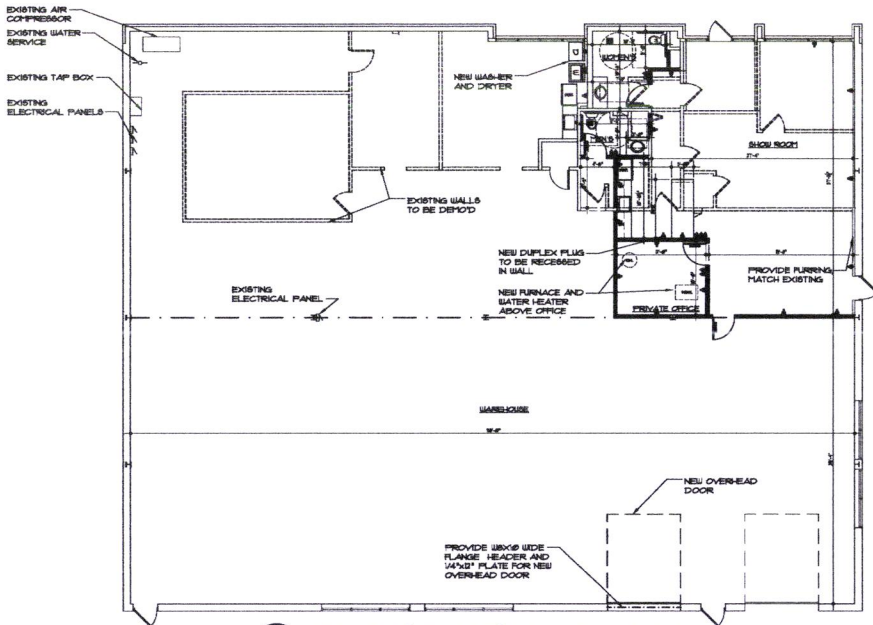
DATE	DESCRIPTION
10/03/2022	ISSUED: EXISTING CONDITIONS
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION
10/03/2022	REVISION



EXISTING FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"

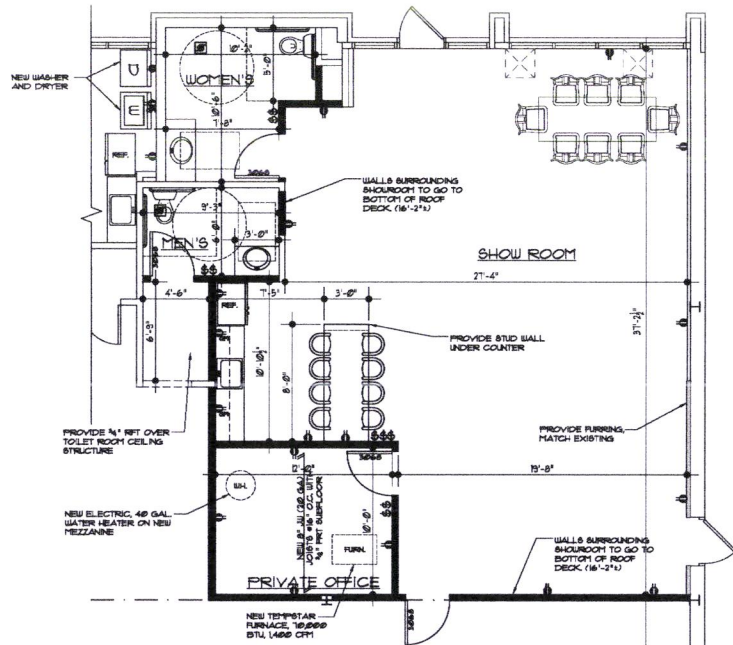
SYMBOL	DESCRIPTION
---	EXISTING WALL SCHEDULED FOR DEMOLITION
---	EXISTING WALL TO REMAIN
---	NEW INTERIOR PARTITION WALL (3/4" THICK) METAL STUD WALL - 1/2" O.C. 1/4" GYPBOARD ON EACH SIDE

ELECTRICAL LEGEND	
⬆	NEW DUPLEX
⬆	NEW DUPLEX WITH GROUND FAULT INTERRUPTER
⬆	NEW LIGHT SWITCH
⬆	NEW 250 V PLUS
⬆	NEW 340 V PLUS



PROPOSED FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE: EXISTING TOILET ROOMS TO BE RECONFIGURED INTO SINGLE OCCUPANT
NOTE: HEIGHT TO BOTTOM OF ROOF DECK: 16'-2"



PROPOSED ENLARGED FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

Project Name:
SHOW ROOM AND OFFICE
201 W. GIRARD AVE
MADISON HEIGHTS, MI 48071

OWNER:
CHIAVARI
8871 DASHBORNE AVE
MADISON HEIGHTS, MI 48071
CONTACT: MIKE KIZZAN
PH: 248.433.2030

Sheet Title:
EXISTING & PROPOSED FLOOR PLAN & REFLECTED CEILING PLAN

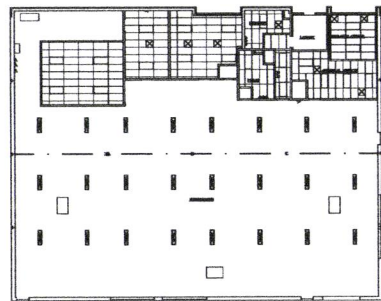
Date: 10/03/2022
Drawn by: JAVW
Project Number:
2022-112
Sheet Number:
A-1.0



Joseph S. Novitsky
Architect
3658 12 Mile Road
Berkeley, MI 48072
(248) 433-2030



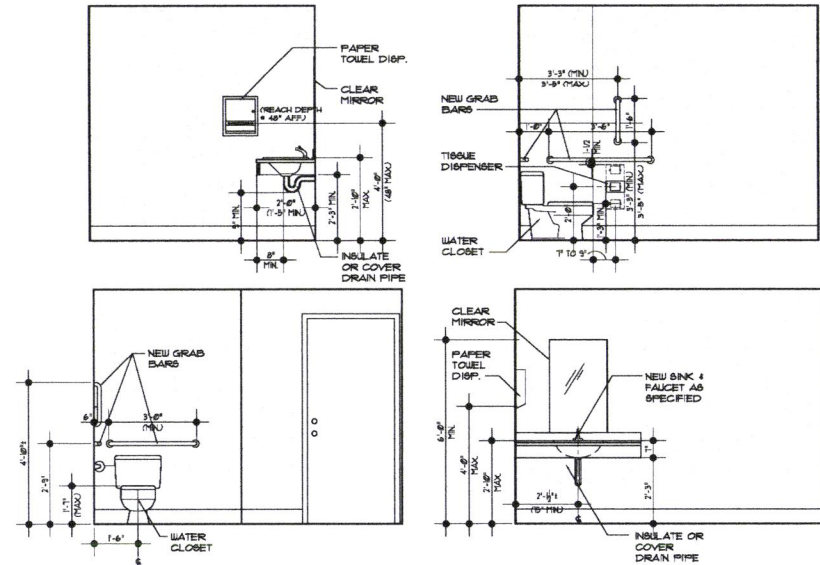
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10/03/2022	SCHEMATIC DEVELOPMENT
10/03/2022	REVIEW
10/03/2022	REVIEW
10/03/2022	REVIEW
10/03/2022	REVIEW
10/03/2022	REVIEW
10/03/2022	REVIEW
10/03/2022	REVIEW



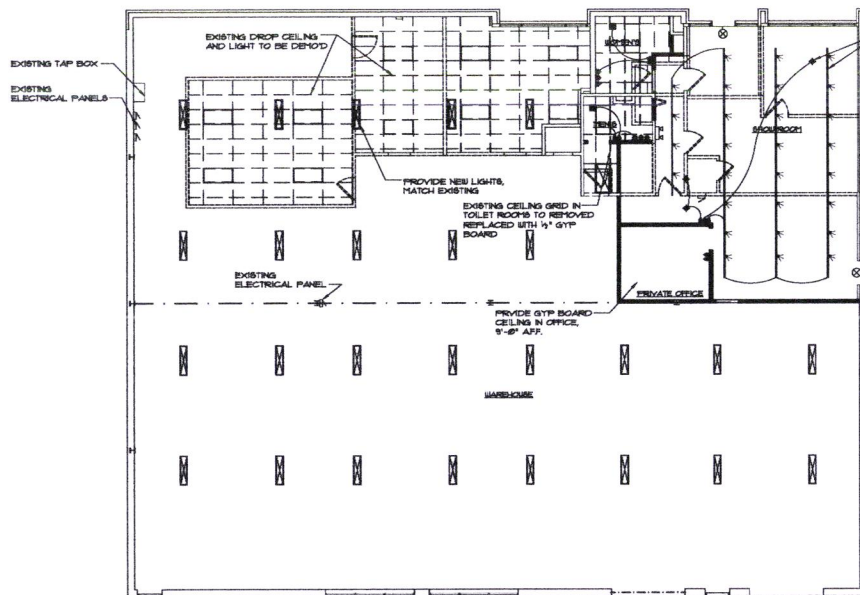
EXISTING R.C. PLAN
SCALE: 1/16" = 1'-0"

SYMBOL	DESCRIPTION
---	EXISTING WALL SCHEDULED FOR DEMOLITION
---	EXISTING WALL TO REMAIN
---	NEW INTERIOR PARTITION WALL, 5/8" INCH METAL STUD WALL, 1/2" G.C. W/ 1/2" GYPSOBOARD ON EACH SIDE

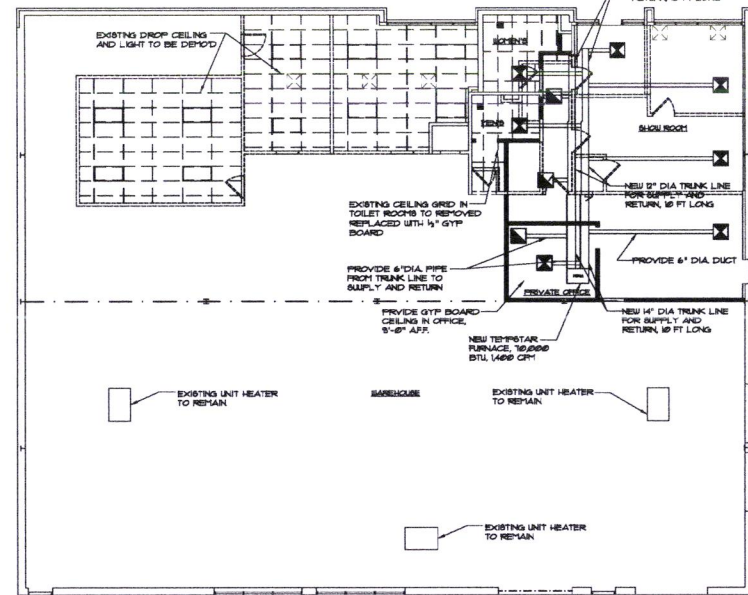
REFLECTED CEILING LEGEND	
○	NEW RECESSED LED DOWNLIGHT
⊕	NEW CEILING MOUNTED LIGHT FIXTURE
⊕	NEW WALL MOUNTED VANITY LIGHT FIXTURE
⊕	NEW LIGHT SWITCH
⊕	EXISTING EMERGENCY LIGHT W/ BATTERY BACK-UP TO REMAIN
⊕	EXISTING 2' x 4' LAY-IN CEILING LIGHT FIXTURE TO REMAIN
⊕	NEW 2' x 4' SURFACE MOUNTED, LOW-PROFILE LED LIGHT FIXTURE
⊕	EXISTING 2' x 4' CEILING LIGHT FIXTURE TO REMAIN
⊕	NEW 2' x 4' CEILING LIGHT FIXTURE, MATCH EXISTING
⊕	EXISTING SUPPLY DIFFUSER TO BE REMOVED (SIZE VARIES)
⊕	EXISTING RETURN DIFFUSER TO REMAIN (SIZE VARIES)
⊕	NEW TOILET ROOM EXHAUST FAN, EXHAUST TO OUTSIDE
⊕	NEW SUPPLY DIFFUSER (SIZE VARIES, REFER TO MECH. DRAWINGS)
⊕	NEW RETURN DIFFUSER (SIZE VARIES, REFER TO MECH. DRAWINGS)
⊕	EXISTING EXIT LIGHT TO REMAIN
⊕	NEW (OR RELOC.) EXIT LIGHT W/ BATTERY BACK-UP
⊕	NEW DIRECTIONAL TRACK LIGHTING



PROPOSED TOILET ROOM ELEVATIONS
SCALE: 1/2" = 1'-0"



PROPOSED LIGHTING PLAN
SCALE: 1/8" = 1'-0"



PROPOSED MECHANICAL PLAN
SCALE: 1/8" = 1'-0"

Project Name: **SHOW ROOM AND OFFICE**
201 W. GIRARD AVE
MADISON HEIGHTS, MI 48071

OWNER: **CHAVARI**
BERKELEY, MI 48072
CONTACT: MIKE KOZAN
248.433.2030

Sheet Title:
**EXISTING & PROPOSED
CEILING
PLAN
& TOILET
ROOM
ELEVATIONS**

Date: 10/03/2022
Drawn by: RAW

Project Number:
2022-112

Sheet Number:
A-1.1



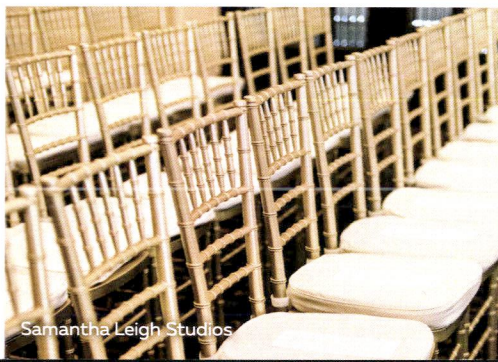
A FIVE STAR EXPERIENCE

Our **wide selection**, **on-time deliveries**, and **attention to detail** are just a few of the reasons we've earned 100% five star reviews.

Over 230 combined 5 star reviews on Google, The Knot, Facebook, and Wedding Wire.



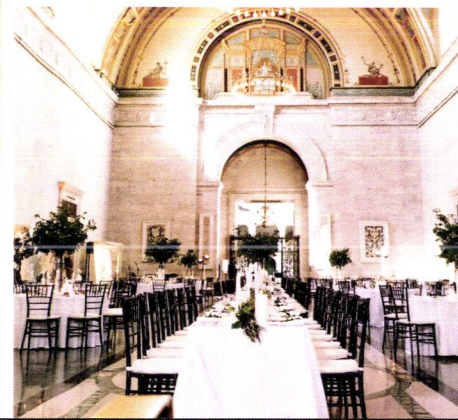
Sean Cook Weddings



Samantha Leigh Studios



Chelsea and Jordan Photography



WE'RE MOVING!

SPRING 2023

201 West Girard Avenue
Madison Heights, MI 48071

Item 4.

TABLES

SEATING

FURNITURE

BARS

DECOR

BARRELS





From chiavari chairs to farmhouse tables, our family owned company is dedicated to making your next event exceptional with our sophisticated, high-quality rentals.



Jenna Greenawalt Photography



Sean Cook Weddings

Contact Us

(248) 629-0217

info@detroitchiavari.com

detroitchiavari.com



Item 4.

DETROIT CHIAVARI EVENT RENTALS



Jill DeVries Photography

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council for the City of Madison Heights will hold a public hearing on **Monday, June 12th, 2023 at 7:30 p.m. in the City Council Chambers of the Municipal Building at 300 W. 13 Mile Road, Madison Heights, Michigan 48071** to consider the following special approval requests:

Item 4.

Case # PSP 23-01

The applicant, Frank Martin on behalf of Golling KIA, requests Special Approval from City Council under Section 10.329(6) of the Madison Heights Zoning Ordinance, *"motor vehicle heavy and light repair facilities and/or motor vehicle maintenance service facilities."* The applicant requests approval for an expanded motor vehicle repair facility associated with the existing Golling Kia dealership. The subject property is located at 700 E. 14 Mile Road, PIN 44-25-01-126-026, and is zoned M-1, Light Industrial.

Case # PSP 23-02

The applicant, Michael Kozan on behalf of Detroit Chiavari Event Rentals, requests Special Approval from City Council under Section 10.329(4) of the Madison Heights Zoning Ordinance, *"other uses of a similar and no more objectionable character."* The applicant requests approval to utilize an existing event rental warehouse space for hosting small events and banquets. The subject property is located at 201 W. Girard Avenue, PIN 44-25-11-283-002, and is zoned M-1, Light Industrial.

The applications and any supporting documents can be viewed during regular business hours at the Community and Economic Development Department. In addition, the agenda item can be viewed online after 4:00 p.m. on the Friday prior to the meeting at www.madison-heights.org in the Agenda Center.

For further information, please contact the Community and Economic Development Department at (248) 583-0826

Cheryl Rottmann, CMC
City Clerk
(248) 583-0826

48



AGENDA ITEM SUMMARY FORM

MEETING DATE: Monday, June 12, 2023

PREPARED BY: Sean Ballantine, Director of Public Services

AGENDA ITEM CONTENT: 2023 Festival in the Park Fireworks Display Permit

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

See attached memo.

RECOMMENDATION:

To approve the permit for the 2023 Festival in the Park Fireworks Display from Pyrotecnico Fireworks, and authorize the Mayor to sign on the City's behalf.

MEMORANDUM

Item 5.

DATE: May 29, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
Brooke Heisler, Recreation Coordinator

SUBJECT: Approval of 2023 Fireworks Display Permit

Attached for Council consideration is the 2023 permit application for the Festival in the Park Fireworks Display.

The permit application process for commercial or public fireworks display requires approval by the legislative body, in this case, the City Council.

Staff and I recommend that Council approve the permit for the 2023 Fireworks Display, and authorize the Mayor to sign on the City's behalf.

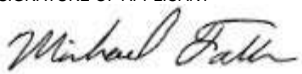
Department of Public Services
City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

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

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
 DATE PERMIT(S) EXPIRE: _____

Item 5.

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.		
TYPE OF PERMIT(S) (Select all applicable boxes)			
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks			
<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display			
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes			
NAME OF APPLICANT Pyrotecnico Fireworks, Inc.		ADDRESS OF APPLICANT 299 Wilson Rd, New Castle, PA 16101	AGE OF APPLICANT 18 YEARS OR OLDER X YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Stephen Vitale		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 299 Wilson Rd, New Castle, PA 16101	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) Michael Falk		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) 4369 E Summit Woods Dr NE, Rockford, MI 49341	TELEPHONE NUMBER 616.427.0377
NAME OF PYROTECHNIC OPERATOR Brennen Rauch		ADDRESS OF PYROTECHNIC OPERATOR 4369 E Summit Woods Dr NE, Rockford, MI 49341	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER X YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 11 years	NO. DISPLAYS 30+	WHERE Michigan	
NAME OF ASSISTANT Steve Creasy		ADDRESS OF ASSISTANT 4369 E Summit Woods Dr NE, Rockford, MI 49341	AGE OF ASSISTANT 18 YEARS OR OLDER X YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT Steven Rauch		ADDRESS OF OTHER ASSISTANT 4369 E Summit Woods Dr NE, Rockford, MI 49341	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER X YES <input type="checkbox"/> NO
EXACT LOCATION OF PROPOSED DISPLAY Civic Center Park, 360 W. 13 Mile Rd., Madison Heights MI 48071			
DATE OF PROPOSED DISPLAY June 25, 2023		TIME OF PROPOSED DISPLAY Approx. 10:10 pm	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT No storage necessary, delivered on date of display			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000.00		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton-Gallagher & Associates	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, Floor 30; 1375 East 9 th Street, Cleveland, OH 44114			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
Approximately 1000	Aerial display shells ranging in size from 1 ¼ inches to 6 inches in diameter		
SIGNATURE OF APPLICANT 		DATE May 17, 2023	

Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

Authority: 1988 PA 358	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To Pyrotecnico Fireworks, Inc.		Age (18 or over) Yes
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341		
Name of Organization, Group, Firm, or Corporation City of Madison Heights, Michigan		
Address 300 W. 13 Mile Road, Madison Heights MI 48071		
Number and Types of Fireworks Approximately 1000 aerial display shells ranging in size from 1 1/4 inches to 6 inches in diameter.		
Exact Location of Display Civic Center Park, 360 W. 13 Mile Rd., Madison Heights MI 48071		
City, Village, Township City of Madison Heights, MI	Date June 25, 2023	Time Approx. 10:10 pm
Bond or Insurance Filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Amount \$10,000,000.00

Issued by action of: ☐ Council ☐ Commission ☐ Board of the

☐ City ☐ Village ☐ Township of _____
(Name of City, Village, Township)

on the _____ day of _____,

(Signature and Title of Council/Commission/Board Representative)

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

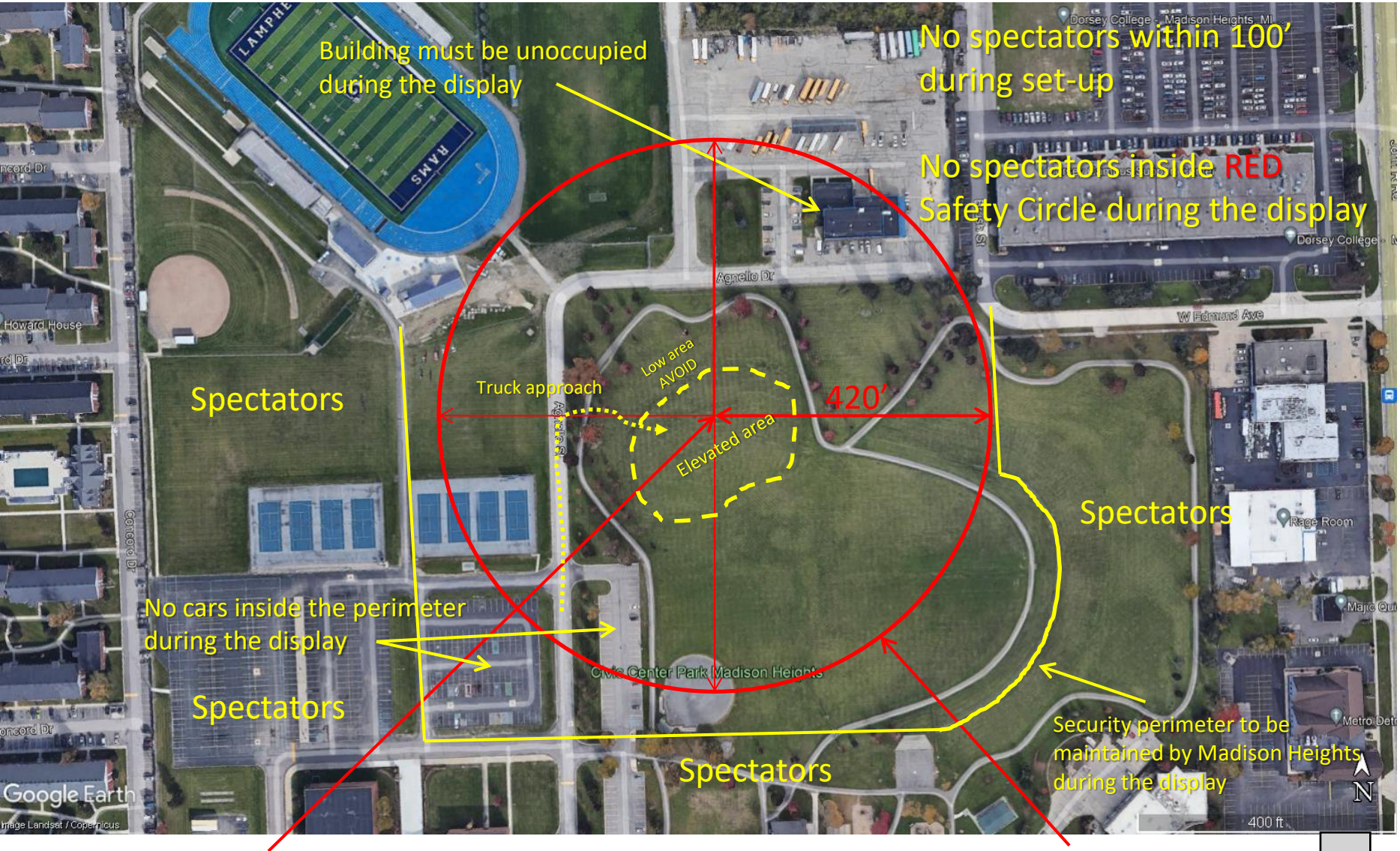
1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

Madison Heights, MI – Civic Center Park
360 W. 13 Mile Rd, Madison Heights MI 48071

Pyrotecnico Fireworks Inc.
5/23/2022 Michael Falk

Item 5.



Launch Location

Setup area: 50' X 50'

Radius from setup area: 420'



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
5/10
Item 5.

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Everest Denali Insurance Company 16044 INSURER C: Arch Speciality Ins Co 21199 INSURER D: Continental Indemnity Company 28258 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 321983747

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-231	1/14/2023	10/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-231	1/14/2023	10/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-03	1/14/2023	10/14/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			82-872096-04-27	6/7/2022	6/7/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-231	1/14/2023	10/14/2023	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: June 25, 2023

LOCATION: Civic Center Park, Madison Heights, Michigan

ADDITIONAL INSURED: City of Madison Heights City of Madison Heights

CERTIFICATE HOLDER

CANCELLATION

City of Madison Heights
300 W. 12 Mile Road
Madison Heights MI 48071

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/2023

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

AGENDA ITEM CONTENT: DPS - Cost Participation Agreement – 2023 LRIP Program: Commerce Drive

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

For the past seven years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements. Oakland County has offered the program again for 2023, and we have been awarded the maximum grant amount of \$87,383 for sectional concrete repairs on Commerce Drive. The LRIP grant will be applied to our upcoming 2023 project for this street, which will offset a total estimated project cost of \$237,312.

RECOMMENDATION:

Staff recommends that City Council approve the Cost Participation Agreement for the 2023 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

MEMORANDUM

Item 6.

DATE: June 5, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Cost Participation Agreement – Oakland County Local Road Improvement Program (LRIP): Commerce Drive

For the past seven years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements. The program is based on a minimum 50% / 50% match between the City and Oakland County. Since the inception of this program, the City has received \$436,559 in County grant funding. These funds were used to offset the cost of much-needed repairs to Whitcomb Avenue, Research Park, Tech Row, East Lincoln Avenue, Barrington Street, and East and West Mandoline Avenue.

Oakland County has offered the program again for 2023, and we have been awarded the maximum grant amount of \$87,383 for sectional concrete repairs on Commerce Drive. This road has been on our priority repair list for a number of years and we have addressed critical repairs as funding has permitted. The LRIP grant will be applied to our upcoming 2023 project for this street, which will offset a total estimated project cost of \$237,312.

Staff recommends that City Council approve the Cost Participation Agreement for the 2023 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

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



May 30, 2023

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2023 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow at the email address: echosign@echosign.com. If you are not the designated signer, please click the “**DELEGATE**” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office via email, as instructed in the agreement for payment. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

COST PARTICIPATION AGREEMENT

Sectional Concrete Repair on Commerce Drive

City of Madison Heights

Board Project No. 2023-18

This Agreement, made and entered into this _____ day of _____, 2023, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Madison Heights, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Sectional Concrete Repair on Commerce Drive, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2023. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$237,312; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$87,383, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

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

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.
2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$87,383. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$87,383.

- a. The Invoice shall be sent to:

Amy Aubry, Analyst
Board of Commissioners
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$87,383 from funds available in the PROGRAM.

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

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair

COMMUNITY

By: _____

Its: _____

Attachment "A"

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include

both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited

plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

Attachment "8"

	Count	Percentage	Count	Percentage	Count	Percentage	Count	Percentage
Wixom	3049	1.56%	14,086	1.79%	401	- 2.00%	- 1.78%	\$ 38,471
Wolverine Lake	3,68	0.53%	4,745	0.60%	13	0.07%	0.41%	\$ 18,888
TOTAL	679.29	100.00%	785,728	100.00%	20,092	100.00%	\$ 2,155,804	\$ 4,311,600

City Council Regular Meeting
Madison Heights, Michigan
May 22, 2023

A City Council Regular Meeting was held on Monday, May 22, 2023 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

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

ABSENT

Councilwoman Toya Aaron

OTHERS PRESENT

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

CM-23-118. Excuse Councilmember.

Motion by Mayor Pro Tem Bliss, Seconded by Councilor Rohrbach, to excuse Councilwoman Aaron from tonight's meeting.

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

Absent: Councilwoman Aaron

Motion carried.

Mayor Pro Tem Bliss gave the invocation and the Pledge of Allegiance followed.

PRESENTATIONS:

Police Department Commendation Awards

Chief Haines presented the following Police Department Commendation and Awards:

COMMAND OFFICER OF THE YEAR

David Koehler

POLICE OFFICER OF THE YEAR

Kyle Shock

POLICE SERVICE AIDE OF THE YEAR

David Thayer

COMMUNITY SERVICE (TORCH RUN)

Officer Justin Hartman

Officer Kyle Shock

PSA Michael Slomka

Officer Steven Workman

DEPARTMENT COMMENDATION

Officer Jeff Lewis

LIFESAVING AWARD

Officer Gunther Brieger

Officer Arnela Dizdarevic

Officer Rodriguez Johnson

Officer Kyle Shock

MERITORIOUS SERVICE AWARD

Sergeant Jordan Rieck

Detective Luris Karaj

POLICE RESERVE OFFICER OF THE YEAR

Reserve Officer Richard Harenski

Department Unit CitationsRECRUITMENT UNIT

Officer Chad Cook

Officer Arnela Dizdarevic

Officer Aaron Kowalski

Sergeant Jordan Rieck

Sergeant Shawn Scofield

Officer Kyle Shock

Officer Sarmad Talya

QUICK RESPONSE TEAM

Officer Thomas Baker

Officer Ashley Blevins-Howard

Officer Gunther Brieger

Officer Chad Cook

Officer Arnela Dizdarevic

Officer James Rayner

Sergeant Jordan Rieck

Officer Kyle Shock

Officer Sarmad Talya

Mayor Grafstein thanked all the officers and their families for their good work on behalf of the citizens of Madison Heights.

Proclamation Declaring June 2, 2023, as National Gun Violence Awareness Day in Madison Heights

City Manager Marsh stated that City Council is asked to proclamation Friday, June 2, 2023, to be National Gun Violence Awareness Day encouraging all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives. On behalf of Council, Mayor Grafstein presented the proclamation to Moms Demand Action representative Sarah Hall.

MEETING OPEN TO THE PUBLIC:

Martha Covert spoke in support of her experience attending the Four Steps to Racial Reconciliation. She stated that she was very impressed by how much she learned from the speakers and commented that we need to think of how we can progressively move forward and do things positively. She wished a Happy Birthday to Kevin Wright.

Paul Sanders asked for an explanation on the water and sewer rate changes. He expressed concern for young people and their ability to pay their water bill.

Deliza Lee commented that it was nice to see the Police Officers who got recognized tonight. She stated that she had a ride along last fall and was really impressed with how the officers interact with each other and work together as a unit.

City Manger Marsh stated that she has received several inquiries pertaining to the water bills and reviewed the new rate structure for the water/sewer billing. She showed comparisons on how the new rates apply to water usage compared to the previous rate structure and encouraged anyone with questions to reach out to her office or the Finance Department.

CM-23-119. Consent Agenda.

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

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-120. Colleen Monaghan - Resignation from the Crime Commission.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to accept the resignation of Colleen Monaghan from the Crime Commission and declare the seat vacant.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-121. Recommendation to Remove Member from the Arts Board.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to accept the recommendation from the Arts Board to remove Amy Lewis from the board due to lack of attendance and declare the seat vacant.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-122. 2023 West Nile Virus Reimbursement Resolution.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the 2023 West Nile Virus Reimbursement Resolution, as follows:

RESOLUTION

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

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

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

NOW THEREFORE BE IT RESOLVED, The Mayor and City Council of Madison Heights authorizes and directs its Utilities Supervisor, Chris Woodward, as agent for the City of Madison Heights, in the manner and to the extent provided under Oakland County Board of Commissioners 2023 Mosquito Smarts Program to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-123. 2024-2026 CDBG Cooperation Agreement Resolution.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to adopt the resolution to renew the Cooperation Agreement between the City of Madison Heights and Oakland County, as follows:

RESOLUTION

WHEREAS, the City of Madison Heights participates in the Oakland County urban county Community Development Block Grant (CDBG) program, and its participation has resulted in approximately \$426,453 in funds for programs addressing the needs of low-income residents over the past three years;

WHEREAS, the participation of the City of Madison Heights and other cities, townships and villages in Oakland County is essential to achieve the highest level of federal funding for local projects throughout the county;

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires the County to renew its Cooperation Agreement with participating communities every three years;

THEREFORE, BE IT RESOLVED, that the City of Madison Heights City Council opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the program years 2024, 2025, and 2026. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the local Community to terminate the Cooperative Agreement.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-124. Police Department Dispatch Floor Rehabilitation.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the contract with Frank Rewold and Sons, of Rochester, Michigan, for the Police Department Dispatch Floor Rehabilitation in an amount not to exceed \$30,000 to include repairs to the floating floor and carpet.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-125. Interlocal Agreement for the Joint Exercise of Police Authority and Powers in Designated Geographic Boundaries in the City of Royal Oak.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the Interlocal Agreement for the Joint Exercise of Police Authority and Powers in Designated Geographic Boundaries in the City of Royal Oak for MHPD to be able to enforce traffic violations.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-126. Service Towing Rate Increase.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the Service Towing rate increase, as proposed.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-127. Regular City Council Meeting Minutes of May 8, 2023.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the Regular City Council Meeting minutes of May 8, 2023, as printed.

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

Absent: Councilwoman Aaron

Motion carried.

Charter Study Group - Charter Amendment Proposals

Assistant City Attorney Jeff Sherman stated that he had the pleasure of working with the Charter Study Group (CSG) and introduced the members who were in attendance. He stated that the primary principle of the CSG was for things to work automatically and seamlessly. The second principle was simplicity. The CSG has proposed four recommendations for the Council's consideration tonight. He reviewed each proposal and noted that the CSG did not recommend a change to Charter Section 6.1; however, a City administration proposal for an amendment was included for consideration.

CM-23-128. Proposal 1, Amendment to Section 3.4, Election of Mayor; Mayor Pro Tem.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming, to approve Charter Proposal 1, to be included on the November 7, 2023 ballot, as follows:

PROPOSAL 1

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 3, Section 3.4 of the City Charter, titled “Election of Mayor; Mayor Pro Tem,” states as follows:

Section 3.4.-Election of Mayor; Mayor Pro Tem:

At each regular city election the mayoral candidate receiving the highest number of votes shall be deemed the duly elected Mayor of the City of Madison Heights. The Council, at its first meeting after such regular city election, shall designate one of their number to act as Mayor Pro Tem. Such selection shall be by an open ballot of a majority vote of the members of Council, including the Mayor, designating the Mayor Pro Tem. The Mayor and Mayor Pro Tem shall serve in that capacity until the next regular city election; provided, however, that each officer shall continue in office until his successor has been selected and sworn in. In the event of absence or disability of both Mayor and Mayor Pro Tem, the Council may designate another of its members to serve as acting Mayor during such absence or disability.
(Amended November 6, 1985)

WHEREAS, the foregoing Charter section requires a council vote to elect the Mayor Pro Tem and provides for a lengthy sixty (60) day period for doing so, instead of providing for the immediate and automatic appointment of the Mayor Pro Tem;

NOW, THEREFORE, BE IT RESOLVED, that Chapter 3, Section 3.4 of the City Charter, titled “Election of Mayor; Mayor Pro Tem,” should be amended, in pertinent part, to state as follows:

Section 3.4. Election of Mayor; Mayor Pro Tem

After each regular city election, the mayoral candidate receiving the highest number of votes shall be deemed the duly elected Mayor of the City of Madison Heights. The Council, at its first meeting after such regular city election, shall designate the City Council member, receiving the highest number of votes at the regular city council

election, as Mayor Pro Tem. The Mayor and Mayor Pro Tem shall serve in that capacity until the next regular city election; provided, however, that each officer shall continue in office until his successor has been selected and sworn in. In the event of absence or disability of both Mayor and Mayor Pro Tem, the Council may designate one of its members, by an open ballot of a majority vote, to serve as acting Mayor during such absence or disability.

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 3.4 of the Madison Heights City Charter
(Mayor; Mayor Pro Tem) - Proposal No. 1

The proposed amendment states that the City Council shall appoint the City Council member, receiving the highest number of votes at the regular city election, as Mayor Pro Tem for the next two years, in place of the current provision that requires City Council to appoint a member of the Council as the Mayor Pro Tem. If approved, the revision takes effect with the 2025 regular city election and continues until otherwise amended.

Shall the proposed amendment to Section 3.4 be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

In response to Mayor Pro Tem Bliss' question, Assistant City Attorney Sherman stated that, if approved, Proposal 1 would take effect at the 2025 election. If the highest vote receiver declined the position, the position would go to the second highest vote getter.

Councilor Wright stated that he liked that the voters' voices would be heard.

Mayor Grafstein stated she still supports Council appointing the Mayor Pro Tem and if Council fails to do so, then the fall back would be to make an automatic appointment. She would like to

see the automatic appointment from the previous election so that the Council member had some experience before becoming Mayor Pro Tem.

Councilor Rohrbach stated that the will of CSG is that they would like to see the most recent election used in the selection because the things change in a two-year period. She also noted that the top voter getter usually is an incumbent. She stated that she agrees with CSG conclusion, and this would be a good change, despite the appointee possibly having a learning curve.

Mayor Pro Tem Bliss stated that the proposal didn't come back to Council as he originally envisioned it, but he likes the automatic appointment nature of the proposal. It automatically fills the role; and while he prefers appointing from the previous election, he will support the proposal as written.

Roll Call Vote:

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-129. Proposal 2, Amendment to City Charter Section 5.1, Officers, Qualifications.

Motion by Mayor Pro Tem Bliss, Seconded by Councilman Soltis, to approve Proposal 2 to be included on the November 7, 2023 ballot, as follows:

PROPOSAL 2

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 5, Section 5.1 of the City Charter, titled “Officers, Qualification,” specifically to wit: The eighth (8th full and unnumbered section), states as follows:

Section 5.1.-Officers, Qualifications:

No person shall be eligible to become a candidate for or hold an elective office in the City of Madison Heights who, at the time of the filing of his nominating petition for such elective office, has been elected to or is the holder of, an elective office in any other political subdivision of the State of Michigan. Such political subdivisions of the State of

Michigan shall be deemed to mean any municipality, township, county or State of Michigan, other than the City of Madison Heights. No person shall be eligible to become a candidate for any elective office in the City of Madison Heights, except to succeed himself, who at the time of filing his nominating petition for elective office is the holder of any other elective office in the City of Madison Heights, unless at the time he files his nominating petition for elective office, he shall also file his resignation from such office to be effective not later than the first Monday in April following. At the time of the filing of the petition for an elective office in the City of Madison Heights in the manner hereinabove set forth, the candidate shall, upon the filing of petitions, file an affidavit setting forth his name, that fact that he is a qualified elector in the City of Madison Heights, the length of residence, and that he does not hold an elective office in any political subdivision of the State of Michigan, except the office he seeks, or, if he holds an elective office in the City, other than the office he seeks, that he has submitted his resignation therefrom. Such affidavit together with his petitions, shall be filed with the City Clerk. If any candidate fails to file such an affidavit at the time of filing of his petitions the Clerk shall not accept such petitions for filing. The candidate shall also file all of the affidavits or those instruments required under the election of the State of Michigan.

No person shall be a candidate for any or city election for more than one elective office.

(Amended September 12, 1961)

WHEREAS, the foregoing Charter section requires the resignation of any elected officeholder, from any non-city office, to become a candidate for mayor or city council, at the time of filing nominating petitions, instead of at the time of being elected to city office.

WHEREAS, the foregoing Charter section requires the resignation of an elected city council member, from any city office, to become a candidate for mayor, at the time of filing nominating petitions, instead of at time of being elected as mayor;

NOW, THEREFORE, BE IT RESOLVED, that Chapter 5, Section 5.1 of the City Charter, titled "Officers, Qualification," specifically to wit: The eighth (8th full and unnumbered section), should be amended, in pertinent part, to state as follows:

Section 5.1. Officers, Qualifications

No person, eligible to become a candidate for or hold the office mayor or council member of the City of Madison Heights, shall be required to resign their non-city elective office or city elective office, prior to their election as mayor or city council member. Non-city elective office shall be deemed to mean any municipal, township, county or state office. City elective office shall be deemed to mean mayor or council member of the city. When a person files their nominating petitions for mayor or city council, they shall also file a signed affidavit with the city clerk's office, in conformity with state law.

A person, who wins election as mayor or city council member, shall resign their non-city elective office or prior city elective office.

BE IT FURTHER RESOLVED that all other sections in Chapter 5, Section 5.1., not otherwise amended herein, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 5.1 of the Madison Heights City Charter
(Officers, Qualifications) – Proposal No. 2

Currently, Section 5.1 requires, in order to be eligible to be a candidate for election as mayor or council member, that a candidate for mayor or council must resign from any Madison Heights elective office and from elective office in any other local government unit. The proposed amendment states that no candidate for mayor or city council must resign from their current elected offices in the city or any other local unit until they win election as mayor or city council member. If approved, the revision takes effect with the 2025 regular city election and continues until otherwise amended.

Shall the proposed amendment to Section 5.1 be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

Councilor Rohrbach stated that she appreciates this proposal from CSG, and while the usefulness of the previous rule is appreciated, this will provide an avenue for fluidity or allow others to run without having to lose their seat. It removes a barrier from participation.

CSG Member Wright stated that part of the group's thinking was that some of the strongest challengers for Mayor may be on City Council; if they are not allowed to run because they must resign, then you may end up with a weaker pool of candidates. We wanted to open it up for others to serve.

Councilor Quinn stated that he supports this proposal, Although, he believes inclusion is important, and you have a higher level of recognition of those already serving on Council and therefore they have a greater chance than those who haven't previously served. This may create that type of barrier.

Mayor Grafstein stated that she will be voting no. She stated that she has talked to other councils with the same rule and with this change, you could potentially have everyone running against each other instead of working together. While she understands the situation, overall, our current system is working.

Councilman Soltis stated that he is a firm believer in democracy and wants to let the people decide.

Roll Call Vote:

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

Voting Nay: Mayor Grafstein

Absent: Councilwoman Aaron

Motion carried 5-1.

CM-23-130. Proposal 3, Amendment to Charter Section 5.5, Resignations.

Motion by Councilor Rohrbach, Seconded by Councilman Soltis, to approve Proposal 3 to be included on the November 7, 2023 ballot, as follows:

PROPOSAL 3

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 5, Section 5.5 of the City Charter, titled "Resignations," states as follows:

Section 5.5.-Resignations:

Resignations of elective officers and of members of boards and commissions shall be made in writing and filed with the Clerk. Resignations of appointive officers shall be made in writing to the appointing officer or body who shall promptly file the same with the Clerk. Forthwith upon his receipt of a resignation, the Clerk shall notify the City Manager of it, and shall bring the same to the attention of Council at its next meeting thereafter. The acceptance or rejection of such resignation shall be made by the Council at such meeting.

WHEREAS, the foregoing Charter section requires council to accept or reject each resignation from members from boards and commission in lieu of this activity being handled administratively; and corrects pronoun use.

NOW, THEREFORE, BE IT RESOLVED, that Chapter 5, Section 5.5 of the City Charter, titled “Resignations,” should be amended, in pertinent part, to state as follows:

Section 5.5. Resignations

Resignations of a Council member, Mayor or a member of a board and commission shall be made in writing and filed with the Clerk. Upon receipt of a resignation, the Clerk shall notify the City Manager. The acceptance or rejection of such resignation of a Council member or Mayor shall be made by the City Council at their next meeting. The acceptance or rejection of such resignation of a member of a board and commission shall be made administratively.

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 5.5 of the Madison Heights City Charter
(Resignations) – Proposal 3

The proposed amendment states that resignations of a Council member and Mayor shall be accepted or rejected by City Council and resignations from boards and commissions shall be accepted or rejected administratively. If approved, the revision is effective in 2023 and shall continue until otherwise amended.

Shall the proposed amendment to Section 5.5 be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

Roll Call Vote:

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-131. Proposal 4, Amendment to City Charter Section, 5.7a, Filling Vacancies in Elective Offices.

Motion by Mayor Pro Tem Bliss, Seconded by Councilor Rohrbach, to approve Proposal 4 to be included on the November 7, 2023 ballot, as follows:

PROPOSAL 4

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 5, Section 5.7(a) of the City Charter, titled “Filing Vacancies in Elective Officers, states as follows:

Section 5.7(a)-Filling Vacancies in Elective Offices.

(a) Any vacancy which occurs in the office of Mayor shall be filled by appointment from one of the remaining Council Members by a majority vote of the remaining Council

Members. Such appointment shall be made on or before sixty (60) days after the vacancy occurs, and shall be for the balance of the unexpired term. Any vacancy which occurs in the office of Council Member shall be filled by the Council at the next regular meeting of the Council after the vacancy occurs, from the unsuccessful candidates for Council at the last preceding regular City election who were nominated and obtained the next highest vote therefore. Such appointment shall be until the next succeeding regular election, at which time such vacancy shall be provided in Chapter 4 of this Charter for any balance of the unexpired original term. In the event there are no unsuccessful candidates for Council at the last preceding regular City election who were nominated and obtained the next highest vote therefore, Council shall by majority vote appoint a City resident to fill said vacancy. Such appointment shall be made on or before sixty (60) days after the vacancy occurs and shall be until the next succeeding regular election, at which time such vacancy shall be filled as provided in Chapter 4 of this Charter for any balance of the unexpired original term. The appointee shall be subject to the eligibility requirements for Council contained in the Charter, as amended by applicable State law.

(Amended September 12, 1961; Amended November 6, 1985; Election of November 2, 2004)

WHEREAS, the foregoing Charter section currently requires a council vote to fill the office of May upon the vacancy of the mayor's office, instead of providing for the immediate and automatic appointment of the Mayor Pro Tem to the office of Mayor;

WHEREAS, the foregoing Charter section corrects the omission of not defining every succeeding regular election as a succeeding regular city election;

NOW, THEREFORE, BE IT RESOLVED, that Chapter 5, Section 5.7(a) of the City Charter, titled "Filling Vacancies in Elected Offices," should be amended, in pertinent part, to state as follows:

Section 5.7(a) Filling Vacancies in Elective Offices

(a) Any vacancy which occurs in the office of Mayor shall be filled by appointment of the Mayor Pro Tem. Such appointment shall be made by Council at the next regular meeting of Council. The vacancy created in the office of Mayor Pro Tem, resulting from such appointment, shall be filled by Council designating the City Council member, receiving the second highest number of votes at the last regular city election, as Mayor Pro Tem. Such appointment shall be made by Council at the next regular meeting of Council, following the appointment of the Mayor. The appointed Mayor and Mayor Pro Tem shall serve in that capacity until the next regular city election. Any vacancy which occurs in the office of Council Member shall be filled by the Council at the next regular meeting of the Council after the vacancy occurs, from the unsuccessful candidates for Council at the last preceding regular City election who were nominated and obtained the next highest vote therefore. Such appointment shall be until the next succeeding regular City election, at which time such vacancy shall be provided in Chapter 4 of this Charter for any balance of the unexpired original term. In the event there are no unsuccessful

candidates for Council at the last preceding regular City election who were nominated and obtained the next highest vote therefore, Council shall by majority vote appoint a City resident to fill said vacancy. Such appointment shall be made on or before sixty (60) days after the vacancy occurs and shall be until the next succeeding regular City election, at which time such vacancy shall be filled as provided in Chapter 4 of this Charter for any balance of the unexpired original term. The appointee shall be subject to the eligibility requirements for Council contained in the Charter, as amended by applicable State law.

BE IT FURTHER RESOLVED that all other sections in Chapter 5, Section 5.7(a), not otherwise amended herein, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 5.7(a) of the Madison Heights City Charter
(Filling Vacancies in Elective Offices) – Proposal 4

The proposed amendment states that Council shall appoint the Mayor Pro Tem as Mayor in the event there is a vacancy in the office of Mayor; that Council shall appoint the City Council member, receiving the second highest number of votes at the last preceding regular City election, as Mayor Pro Tem; and defines every succeeding regular election as a succeeding regular city election. If approved, the revision takes effect with the 2025 regular city election and continues until otherwise amended.

Shall the proposed amendment to Section 5.7(a) be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

Mayor Pro Tem Bliss commented that this proposal is straight up democracy in action, and he believes the automatic nature of this appointment will be appreciated by the residents.

Roll Call Vote:

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-132. Proposal 5, Amendment to City Charter Section 6.1, Regular Meetings.

Motion by Mayor Pro Tem Bliss, Seconded by Councilor Wright, to approve Proposal 5 to be included on the November 7, 2023 ballot, as follows:

PROPOSAL 5

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 6, Section 6.1 of the City Charter, titled “Regular Meetings,” states as follows:

Section 6.1.- Regular Meetings:

The council shall provide by resolution for the time and place of its regular meetings and shall hold at least two (2) regular meetings each month, except during the month of December when at least one (1) meeting shall be required. An organizational meeting shall be held on the Monday following each regular city election. Nothing herein prohibits or prevents the calling of a special meeting pursuant to the terms of Chapter 6, Section 6.2 of this Charter.

WHEREAS, the foregoing Charter section requires council to hold at least two (2) regular meetings each month, except during the month of December, when one (1) meeting is required, totaling twenty-three (23) regular meetings per calendar year.

WHEREAS, due to the numerous special meetings that Council holds during each calendar year, the proposed amendment would require twenty-three (23) regular meetings per calendar year, with at least one (1) regular meeting each month.

NOW, THEREFORE, BE IT RESOLVED, that Chapter 6, Section 6.1 of the City Charter, titled “Regular Meetings,” should be amended, in pertinent part, to state as follows:

Section 6.1

The council shall provide by resolution for the time and place of twenty-three (23) regular meetings per calendar year and shall hold at least one (1) regular meeting each month. An organizational meeting shall be held on the Monday following each regular city election. Nothing herein prohibits or prevents the calling of a special meeting pursuant to the terms of Chapter 6, Section 6.2 of this Charter.

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 6.1. of the Madison Heights City Charter
(Regular Meetings) – Proposal 5.

Currently, Section 6.1 requires the City Council to hold two (2) regular council meetings per month, except during the month of December when at least one (1) regular meeting shall be held, totaling twenty-three (23) regular meetings per calendar year. To give Council greater scheduling flexibility, the proposed amendment would still require twenty-three (23) regular council meetings per calendar year, but would require a minimum of one (1) regular meeting each month. If approved, the revision is effective in 2023 and shall continue until otherwise amended.

Shall the proposed amendment to Section 6.1 be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter

Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

Councilor Rohrbach stated that the CSG looked at this, and they didn't recommend a change. She noted that last year, Council had some extraordinarily short meetings. We also want to be responsible and inclusive and want to address some conflicts on the calendar. She stated that she is still contemplating her vote on this proposal, noting she is torn, agreeing with the flexibility goal, and acknowledging the cons of reducing the number of meeting dates.

Mayor Pro Tem Bliss stated that this is about flexibility and is a staff recommendation. The proposal does not say we won't have two meetings a month but gives flexibility across the board.

Councilor Wright concurred with Mayor Pro Tem Bliss' comments, noting flexibility is the main goal; not only for us, but also for the citizens who want to be here and participate but cannot.

CSG member Covert stated that when the group discussed this item, we also suggested that perhaps some special meetings could be incorporated into a regular meeting. She advised that the Council do their job and it will pay off in the end.

CSG member Wright commented that even though the group did not recommend any changes, we did discuss all options. The CSG was not in favor of having any less meetings.

Mayor Pro Tem Bliss amended his motion to change to twenty-three meetings annually and Councilor Wright continued his support.

Roll Call Vote:

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-133. Bid Award - 2023 Pavement Marking.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Wright, to award the bid for the 2023 Pavement Marking to PK Contracting, of Troy, Michigan.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-134. Budget Amendment - Police Patrol Vehicles.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Soltis, to approve a Budget Amendment in the amount of \$131,124 to account 101-301-985-0000 for Police Patrol Vehicles.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-135. Budget Amendment - Police Patrol Vehicles.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Soltis to approve a Budget Amendment in the amount of \$43,708 to account 265-301-985-0039 for Police Patrol Vehicles.

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

Absent: Councilwoman Aaron

Motion carried.

CM-23-136. Purchase of 4 Police Patrol Vehicle.

Motion made by Councilor Rohrbach, Seconded by Mayor Pro Tem Bliss, to approve the purchase of four Dodge Durango Pursuit vehicles to Galeana's Van Dyke Dodge, of Warren, Michigan, in the total amount of \$174,832, under the Oakland County Cooperative Purchasing bid.

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

Absent: Councilwoman Aaron

Motion carried.

COUNCIL COMMENTS:

Mayor Pro Tem Bliss stated that he hopes that Councilwoman Aaron is having an awesome time in Alaska. He noted that he will be out of town and unable to attend the next council meeting. Mayor Pro Tem Bliss stated several years ago City Council decided not to shut off water due to delinquent water bills. The associated charges to shut on and off water are not a good use of resources. Residents are advised to contact City Offices if they have questions or need assistance with their water bills.

Councilor Wright agrees that safe drinking water is a priority, we can't pretend that we are immune from inflation, and we are taking a proactive step to yield cost savings. He wished everyone a Happy Memorial Day and congratulated his daughter for making the honor roll.

City Attorney J. Sherman explained the next step is to send the ballot proposals to the Office of the Attorney General and Governor's Office. If they make substantive changes, it must go before the City Council to consider the substantive changes. However, procedural changes can be undertaken by the collaborative efforts of City Attorney, City Manager Marsh, and City Clerk

Rottmann. The statement of purpose may require further explanation to the effect that there can be more than two meetings held per month.

City Manager Marsh advised residents if they have any questions regarding the new water rate post card, please contact the Finance/Treasury Department to review their current history and what the rate change means.

City Clerk Rottmann had no comments this evening.

Councilor Rohrbach encouraged residents regarding new water rates to not believe everything you read on Facebook, contact the City Manager's Office, and get the facts. The Memorial Day Parade is on Saturday and the Native Plant Sale is on Sunday from 2 p.m. to 5 p.m. Our 2023 class is graduating, and she is so proud of all those graduates for their perseverance on their high school careers. Go Eagles! Go Rams!

Councilman Fleming has been working with Oakland County Community Health Network to provide in the future a Mental Health Forum and Mental Health First Aide Training. He asked Rep. McFall to reintroduce the Jeffrey Brozich bill to recognize fallen Firefighters. Councilman Fleming had a great time participating in a little league opening day. He sponsors a team because young baseball players help to make it more affordable and lets them play. His hope is that they have long lasting memories and long baseball careers. Councilman Fleming has had the pleasure of helping on the Memorial Day Parade committee and the new route starts at Wilkinson Middle School to Madison High School due to current road construction.

Councilman Soltis gave a shout out to our Police Officers for their fantastic work, and we appreciate everything they do. He recognized all the members of the Charter Study Group for a job well done.

Mayor Grafstein thanked the Charter Study Group for their great and efficient work. She urged residents to contact the City Manager's Office with any questions regarding their water bill. If you have any trouble paying your water bill, please call the number on the postcard or contact the City Manager's Office. Mayor Grafstein appreciates all the discussion on the proposals. If there's a need to change the meeting dates, we should be considerate of everyone in the community including the City Council. Thank you to Rep. Mike McFall for throwing out the first official pitch on opening day for little league baseball. The next council meeting is Monday, June 12th.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 9:20 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/23

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Confirmation of Deputy City Manager & appointment as Acting in City Manager's absence

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND:

EXECUTIVE SUMMARY:

Confirmaton of Deputy City Manager and appointment as Acting City Manager in City Manager's absence as required by City Charter Section 3.9. See attached report.

RECOMMENDATION:

To confirm the appointment of Cheryl Rottmann as Deputy City Manager/City Clerk and appoint her as Acting City Manager during any temporary absence of the City Manager from the City.

DATE: May 10, 2023
TO: City Council
FROM: Melissa R. Marsh, City Manager
SUBJECT: Deputy City Manager Transition Plan

Recently, Deputy City Manager/Police Chief Haines announced his plans to retire on June 30, 2023. I'm sure I don't need to tell the Council how valuable Chief Haines has been to the organization, he will be very difficult to replace, and I would anticipate his successor will need some time before they are as productive as Chief Haines. As such, we have returned this position to Police Chief only to allow the new appointee to dedicate all their attention to the Police Department.

Deputy City Manager

As the Council knows, the Deputy City Manager position is the City's second-highest administrative official and a key player in our organization. The position has traditionally been a department head level responsible for overseeing the activities of a City Department as well as working closely with the City Manager to form a leadership team, which oversees the development of policies for the Council's consideration and works together to solve problems that arise across the organization.

I have asked City Clerk Cheryl Rottmann to serve in this dual position. She has indicated that she is willing and excited to expand her role in the organization. Over the next few weeks, she and I will discuss the specific details of this position's responsibilities.

I have asked Ms. Rottmann to provide me with an updated resume so that the Council can see the wealth of experience that she possesses, how her career has progressed, and how her backgrounds make her well-suited for this promotion.

Cost

This plan would be cost-neutral to the City, overall saving \$1,675 to the City due to the differential in benefits between Corey Haines and the two positions of Police Chief and City Clerk/Deputy City Manager.

Implementation Plan

If Council supports the recommendation, I plan to implement this plan officially upon Corey's retirement date of June 30, 2023. I have already notified Council and plan to be out of the country June 26-July 9, 2023, so timing is an important factor.

CHERYL E. ROTTMANN

SUMMARY

Results-based leader with experience in strategic management practices. Successfully envision, implement and manage results. Proven presentation and communication skills and relationship building with councils, employees and citizens. Lifelong dedication and passion for public service and commitment to excellent service delivery.

EXPERIENCE

MUNICIPAL MANAGEMENT

- Responsible for administration of municipal departmental operations serving a community of 30,000 residents and 20,000 registered voters
- Prepared annual budget and participated in municipal budgeting process including strategic planning sessions, vision and goal setting, stakeholder communication and public hearings; performance metrics and benchmarking, and creation and implementation of line-item budgets
- Managed non-union employees as well as employees under collective bargaining agreements
- Managed full-time staff and over 100 part-time election workers
- Provided Human Resource Management including participating on interview panels, hiring, performance evaluation, recruitment, managing workload assignments, and facilitated staff training
- Led City Clerk Department operations including administration of all elections, City Council agenda preparation, records management, boards and commissions management, birth and death records, permits, and licensing
- Prepared public meeting notices and posted agendas per Open Meetings Act requirements
- Maintained records and provided statistical reports according to state and federal government program requirements
- Custodian of official municipal records, administered retention schedule and proper disposition of official records
- Freedom of Information Coordinator
- Completed ordinance amendments and codification process
- Conduct and supervise all aspects of elections, including preparation of ballots and test decks; conducted preliminary and public testing of election equipment and ballots; coded ballots for tabulation; processed Affidavits of Identity; performed petition verification; and placed local initiatives on the ballot
- Ensure compliance with all state and federal laws and deadlines

ACCOMPLISHMENTS:

- Revised manual processes by implementing technology improvements in the Clerk's office including agenda management, boards and commissions, record retention and business licensing software
- Completed city-wide revamping of municipality's citizen boards and commissions to provide a uniform format and consistency in their creation, updated scopes and missions to be consistent with current city goals

- Completed the successful implementation of new voting equipment in 2017 as well as improved the Absentee Counting Board process with the use of a high-speed tabulator for the 2020 Presidential Election
- Oversaw the consolidation and relocation of precincts for better voter accessibility and improved efficiencies
- Through community outreach, increased the Permanent Absentee Ballot Application List for the city by 700%
- Recruit and train 70+ election inspectors and 30 student election inspectors annually
- Led committee consisting of Deputy Police Chief, Community Development Director and City Attorney to update and revamped City's FOIA Policy to mirror new State legislation
- Updated City's permit licensing software to be compatible with the general ledger accounting system, increasing office productivity and efficiency
- Revised and streamline business license process with collaboration from City Attorney and Community Development Director resulting in a reduction in administrative process steps
- Worked with City's Liability Insurance representative to revise and update the City Council Policy on Uniform Insurance Requirements
- Streamlined boards and commissions appointment process
- Reinstated and conducted Mock City Council Program with local high school students
- Implemented the use of the State's Electronic Vital Records System

COMMUNITY DEVELOPMENT

- Clerk and prepared Planning Commission, Zoning Board of Appeals, and Brownfield Redevelopment Authority agenda packets and minutes
- Conducted review and approvals for Zoning Ordinance compliance; performed sign reviews
- Advise residents and business owners on Zoning Ordinance and planning issues
- Work with Downtown Development and Brownfield Redevelopment Authorities
- Participated in the facilitation of the top taxpayer meetings to seek input from businesses and owners on community issues and concerns
- Assisted in planning Master Plan Open House resulting in public input into the Master Plan process
- Work with public officials and businesses to process Industrial Facility Tax Exemption certificates, Obsolete Property Rehabilitation Exemption certificates, and Tool and Die Recovery Zones

PUBLIC RELATIONS/WRITING/CIVIC INVOLVEMENT

- Prepared materials for distribution to the public including press releases, brochures, and newsletters
- Drafted ordinances, resolutions, statements, and prepared reports for City Council
- Researched and composed successful grant application for non-profit and community-based organizations
- Directed and edited staff writing assignments
- Liaison or member of various community boards and commissions including Election Commission, Library Board, Zoning Board of Appeals, and Recreation Commission

- Use Social Media to keep residents apprised of important issues, recruitment of volunteers, highlight community events, update and post municipal meeting postings and events on City website
- Computer Experience includes MS Office including Word, Excel, PowerPoint, Publisher, Outlook; PDFs and Foxit; BS&A Permit System; Qualified Voter File, and Google Documents

EDUCATION

Master of Public Administration, Wayne State University, 1992

- Specialization: Public Finance/Economics

Bachelor of Art, Political Science, University of Michigan - Dearborn, 1988

CREDENTIALS

MML Women's Municipal Leadership 16/50 Project Participant (inaugural class), 2018

Certified Master Municipal Clerk, 2021

Certified Municipal Clerk, 2014

Certified Michigan Municipal Clerk, 2015

PROFESSIONAL AFFILIATIONS/MEMBERSHIPS

Immediate Past President, Oakland County Clerks Association, 2022

President, Oakland County Clerks Association, 2021

Vice President, Oakland County Clerks Association, 2020

Treasurer, Oakland County Clerks Association, 2019

Secretary, Oakland County Clerks Association, 2018

Chair, Legislative Committee, Oakland County Clerks Association 2022 to present

Member, Legislative Committee, Michigan Association of Municipal Clerks 2022 to present

Member, Education Committee, Michigan Association of Municipal Clerks 2013-2015

Member, International Association of Municipal Clerks, Michigan Association of Municipal Clerks, and Oakland County Municipal Clerks

EMPLOYMENT HISTORY

2014 to present	City Clerk, City of Madison Heights
2011 to 2014	City Clerk, City of Berkley, MI
2007 to 2011	Zoning Administrator/Department Secretary, Community Development Department, City of Mount Clemens, MI
1995 to 1997	Deputy City Clerk, City of Oak Park, MI
1993 to 1995	Chief Election Clerk, Macomb County, Mt. Clemens, MI
1987 to 1993	Congressional Aide, U.S. Representative Dennis Hertel, Warren, MI

DEPUTY CITY MANAGER/CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on the _____ day of June 2023, by and between the City of Madison Heights, Michigan, a municipal corporation, hereinafter referred to as the “City” and Cheryl Rottmann, hereinafter referred to as the “Deputy City Manager/City Clerk and/or Employee.”

In consideration of the mutual covenants in this agreement, the City and the Employee agree on the following terms and conditions of employment beginning June ____, 2023.

SECTION 1 PERIOD AND SCOPE OF EMPLOYMENT

This position is an at-will non-bargaining unit appointment as set forth herein. The Agreement shall be effective as of July 1, 2023 and shall continue for an indefinite period and may be terminated subject to the provisions of Section 11 of this Agreement.

SECTION 2 EMPLOYEE DUTIES

The City Council agrees to employ the Employee to perform the duties of the Deputy City Manager/City Clerk as assigned by the City Manager as set out in the applicable statutes of the State of Michigan, the Charter of the City of Madison Heights, all ordinances and resolutions lawfully enacted, and other such duties as the City Manager may lawfully assign to the Employee. Further, the Employee shall retain all duties and responsibilities of the City Clerk.

SECTION 3 OTHER EMPLOYMENT

The Employee shall devote full-time attention, knowledge and skills in the interest of the City of Madison Heights, and the City shall be entitled to full-time benefits arising from or incident to the full-time work, services and advice of the Employee. The Parties agree that the Employee may engage in other employment upon prior written authorization by the City Manager.

SECTION 4 EMPLOYEE SALARY

Base Salary: City agrees to pay the Employee the rate of \$117,441.31 for the first six months before moving to the top step of \$123,614.57, paid in the same increments and at the same time that the Department Heads of the City are paid.

The City agrees to provide any wage increases or any other changes in compensation or fringe benefits agreed to by the Department Heads Union of the City of Madison Heights except for those otherwise specifically set forth herein.

SECTION 5 INSURANCE AND OTHER BENEFITS

The City agrees to provide all insurance and other benefits equal to that which is provided to all other department heads of the City of Madison Heights. This includes but is not limited to health, prescription, dental, vision, disability and life insurance that are provided to members of the AFSCME Local 1917.34 bargaining unit.

SECTION 6 RETIREMENT

The City agrees to provide retirement benefits as set forth in the collective bargaining agreement between the City of Madison Heights and AFSCME Local 1917.34

SECTION 7 OTHER BUSINESS EXPENSES

City agrees to budget for and to pay for training, professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation and the good of the City

SECTION 8 PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the Employee with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the Employee legal representation as otherwise provided for other city officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the Employee's action or conduct and/or unless the City determines that the employee was clearly acting outside of the scope of his duties when engaged in the actions or conduct which form the basis of such charges or claims.

SECTION 9 TERMINATION

Employee shall serve in the position of Deputy City Manager at the pleasure of the City Manager. During their employment as Deputy City Manager/City Clerk, the Employee acknowledges that this is an at-will appointment, and either the City or Employee may terminate his appointment in this position, with or without cause, at any time during the duration of this Agreement. If the Employer decides to terminate the Employee without cause, they shall be returned to the position of City Clerk with all terms and conditions of employment as provided prior to promotion to Deputy City Manager.

SECTION 10 ARBITRATION

It is mutually agreed between the Employee and the City that arbitration shall be the sole and exclusive remedy, except as set forth in Article 9 to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Employee by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within thirty (30) days from the date of termination of this Agreement;
2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;
3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Madison Heights, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Employee.
4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding

instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 11 COMPLETE AGREEMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Employee.

SECTION 12 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

SECTION 13 SURVIVING PROVISIONS

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

SECTION 14 REPRESENTATIONS AND WARRANTIES

Employee represents and warrants to the City that he is free to enter into this Agreement and that he has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of his employment under or the exercise of his best efforts as Employee of the City.

SECTION 15 WAIVERS

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

SECTION 16 SURVIVAL

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

SECTION 17 WARRANTIES

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF MADISON HEIGHTS

Witness

By: _____
Roslyn Grafstein, Mayor

Witness

By: _____
Melissa Marsh, City Manager

DEPUTY CITY MANAGER/CITY CLERK

Witness

By: _____
Cheryl Rottmann

Witness

Approved as to Form:

Larry H. Sherman, City Attorney



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/12/23

PREPARED BY: Giles Tucker - CED

AGENDA ITEM CONTENT: 29101 John R Rd Development Agreement-

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

City Council approved the Brownfield Plan for Madison Center Owner LLC, which included a Development Agreement meant to ensure the project was completed in a timely manner. The Development Agreement requires that the developer make an investment in the property of at least \$17.6M and that they complete all of the site plan requirements and activities identified within a conceptual site plan included in the Development Agreement described as "Exhibit B". Staff has been provided documentation showing investment that exceeds \$17.6M, but the developer has not completed a second outlot building described in "Exhibit B". While the developer has acknowledged that this second outlot has not been developed, they are asking that the City Council approve this second and final amendment for the purpose of satisfying the Development Agreement.

RECOMMENDATION:

Staff recommends that the City Council approved and authorize the Mayor to sign the proposed second and final amendment to the Development Agreement for the approved Brownfield Plan for 29101 John R Rd.



MEMORANDUM

To: Melissa Marsh, City Manager
 From: Giles Tucker, Community & Economic Development Director
 Date: May 22, 2023
 Subject: 29101 John R Rd- Development Agreement- Second Amendment

SUMMARY:

On December 9, 2019, the City Council approved the Brownfield Plan for Madison Center Owner LLC, which included a Development Agreement meant to ensure the project was completed in compliance with City Ordinances and in a timely manner. The deadline to satisfy all the activities and improvements described in the agreement was December 31, 2021, unless extended through an amendment.

The first amendment to this development agreement was approved by the City Council at the Regular Council meeting held on December 13, 2021. This amendment requested by Madison Center LLC proposed to extend the time for completion of the project until March 31, 2023. The reasons cited for this extension by the applicant included that the project had been delayed by COVID-19 including apprehension from potential tenants and cost increases and disruptions to the construction supply chain.

A second and final amendment to this agreement was requested of city staff by representatives of the developer on March 31st, 2023, along with a Letter of Credit of \$100,000 as required in the agreement. There are two main requirements to be met to fully satisfy the Development Agreement. First, that the developer would invest a minimum of \$17.6 million for all activities and improvements for the project, and second, that the developer completes all activities/improvements for the project including all the site plan requirements and activities identified in "Exhibit B" of the development Agreement. "Exhibit B" is a conceptual site plan that includes the BJ's Wholesale and Fueling Station, the renovation of the existing "strip" building, an outlot for a McDonald's and a second outlot in front of the "strip" building.

The developer has provided city staff with documentation showing a total investment that exceeds the required \$17.6M in investment and has completed all the elements described in "Exhibit B" except for the second outlot that was proposed to be in front of the "strip" building. While the developer has acknowledged that this second outlot has not been developed, they are asking that the City Council approve this second and final amendment for the purpose of satisfying the Development Agreement.

STAFF RECOMMENDATION:

While the developer has not completed all the elements described in "Exhibit B", they have demonstrated significant investment in the site. Further, the fact that the second outlot has not been completed does not impact the total amount of taxes being reimbursed to the developer, only the speed in which they will be reimbursed over the course of the plan. It is in the interest of both the developer and the city that the project site increases in taxable value. Approving this amendment releases the \$100,000 in funds tied up in the letter

of credit and still allows for future improvements to the site to increase its value. For these reasons, staff recommends that the City Council approve and authorize the Mayor to sign the proposed second and final amendment to the Development Agreement for the approved Brownfield Plan for 29101 John R Rd.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of this ____ day of May, 2023, by and between the **CITY OF MADISON HEIGHTS**, a Michigan municipal corporation (“**City**”), and **MADISON CENTER OWNER, LLC** (“**Developer**”).

RECITALS:

A. City and Developer entered into that certain Development Agreement dated as of December 9, 2019, as amended by a First Amendment to Development Agreement dated December 14, 2021 (as amended, the “**Agreement**”) regarding the development of certain real property located in Madison Heights, Michigan, as more particularly described in the Agreement.

B. Owner and Developer desire to amend the Agreement upon the terms and provisions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the terms and conditions contained herein, Owner and Developer agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Completion of Project.** Notwithstanding that certain Site Plan Requirements and Proposed Site Activities identified on **Exhibit B** to the Agreement haven’t been completed to date, Developer has invested more than \$17,600,000.00 for the Project and, therefore, for purposes of the Development Agreement and its subsequent amendments, the parties confirm that such Agreement has been fully satisfied.

3. **Miscellaneous.**

a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Electronic signatures shall have the same effect as original signatures.

b. The Agreement, as herein amended, the Brownfield Plan and the Reimbursement Agreement hereby are ratified and confirmed by the parties hereto and shall remain in full force and effect. The Agreement, together with this Amendment, the Brownfield Plan and the Reimbursement Agreement, set forth all of the covenants, representations, promises, agreements, conditions and understandings between City and Developer concerning the Project and there are no other covenants, representations, promises, agreements, conditions or understandings, either oral or written, between them.

c. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Amendment as of the date first above written.

CITY OF MADISON HEIGHTS,
a Michigan municipal corporation

By: _____
Name: _____
Its: _____

“City”

MADISON CENTER OWNER, LLC,
a Michigan limited liability company

By: _____
Name: Nikolaos Moschouris
Its: Authorized Representative

“Developer”

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of this 14 day of December, 2021, by and between the **CITY OF MADISON HEIGHTS**, a Michigan municipal corporation (“**City**”), and **MADISON CENTER OWNER, LLC** (“**Developer**”).

RECITALS:

A. City and Developer entered into that certain Development Agreement dated as of December 9, 2019 (the “**Agreement**”) regarding the development of certain real property located in Madison Heights, Michigan, as more particularly described in the Agreement.

B. Owner and Developer desire to amend the Agreement upon the terms and provisions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the terms and conditions contained herein, Owner and Developer agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Timing for Completion of Project.** Section 3.B.a. of the Agreement is amended by deleting all references to “December 31, 2021” and replacing them with “March 31, 2023”.

3. **Exhibit B.** The Site Plan attached as **Exhibit B** to the Agreement is hereby deleted and the Site Plan attached to this Amendment as **Exhibit B** is substituted in place thereof, provided, however, City and Developer acknowledge and agree that the Site Plan(s) which are ultimately approved by the City through its site plan approval process will be the Site Plan(s) that governs and controls Developer’s activities and improvements for the Project and once approved by the City’s site plan approval process, all references to “Site Plan” and “**Exhibit B**” in the Agreement shall mean and refer to such Site Plan(s) as approved by the City.

4. **Miscellaneous.**

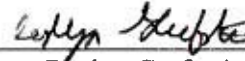
a. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Electronic signatures shall have the same effect as original signatures.

b. The Agreement, as herein amended, hereby is ratified and confirmed by the parties hereto and shall remain in full force and effect. The Agreement, together with this Amendment, the Brownfield Plan and the Reimbursement Agreement, set forth all of the covenants, representations, promises, agreements, conditions and understandings between City and Developer concerning the Project and there are no other covenants, representations, promises, agreements, conditions or understandings, either oral or written, between them.

c. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The parties have executed this First Amendment to Development Agreement as of the date first above written.

CITY OF MADISON HEIGHTS,
a Michigan municipal corporation

By: 
Name: Roslyn Grafstein
Its: Mayor

“City”

Witnessed By (Print Name): ADAM OWCZARZAK


Witnessed By (Signature): 

MADISON CENTER OWNER, LLC,
a Michigan limited liability company

By: 
Name: Nikolaos Moschouris
Its: Authorized Representative

“Developer”

Witnessed By (Print Name): Giles Tucker

Witnessed By (Signature): 

CONCEPTUAL SITE PLAN OF OUTLOT BUILDING

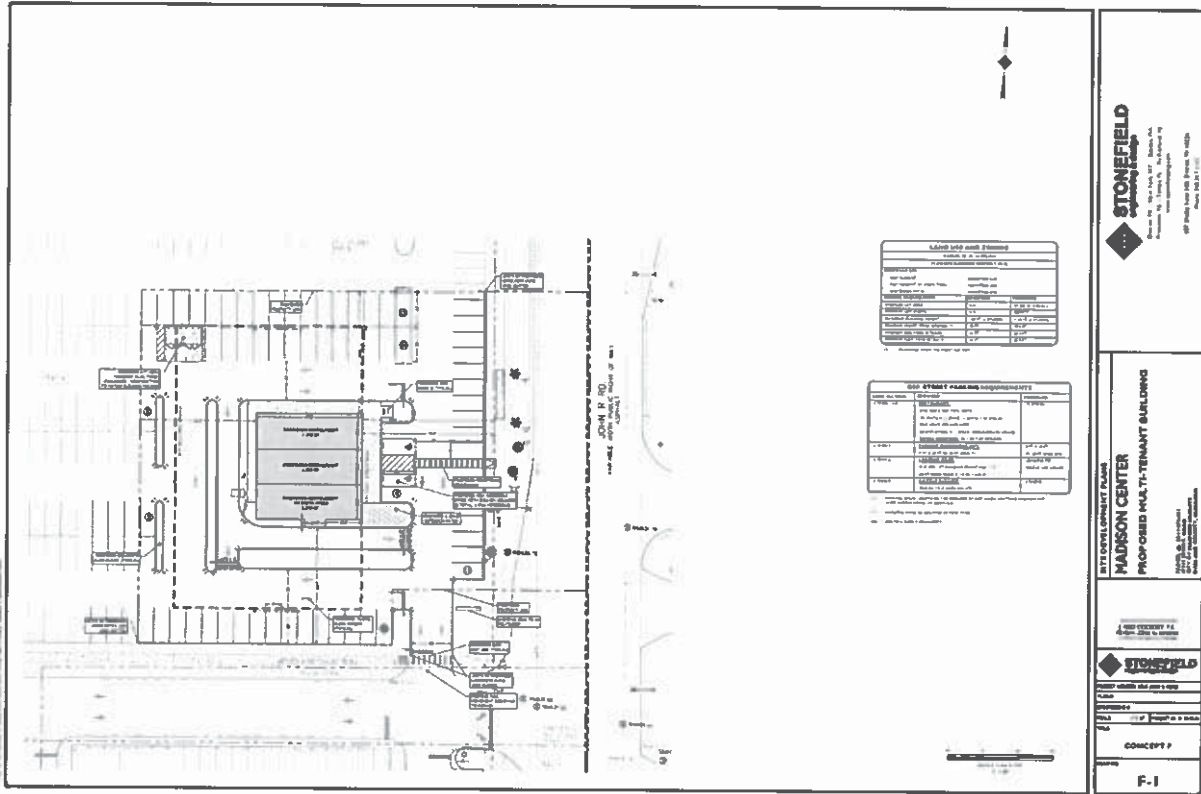
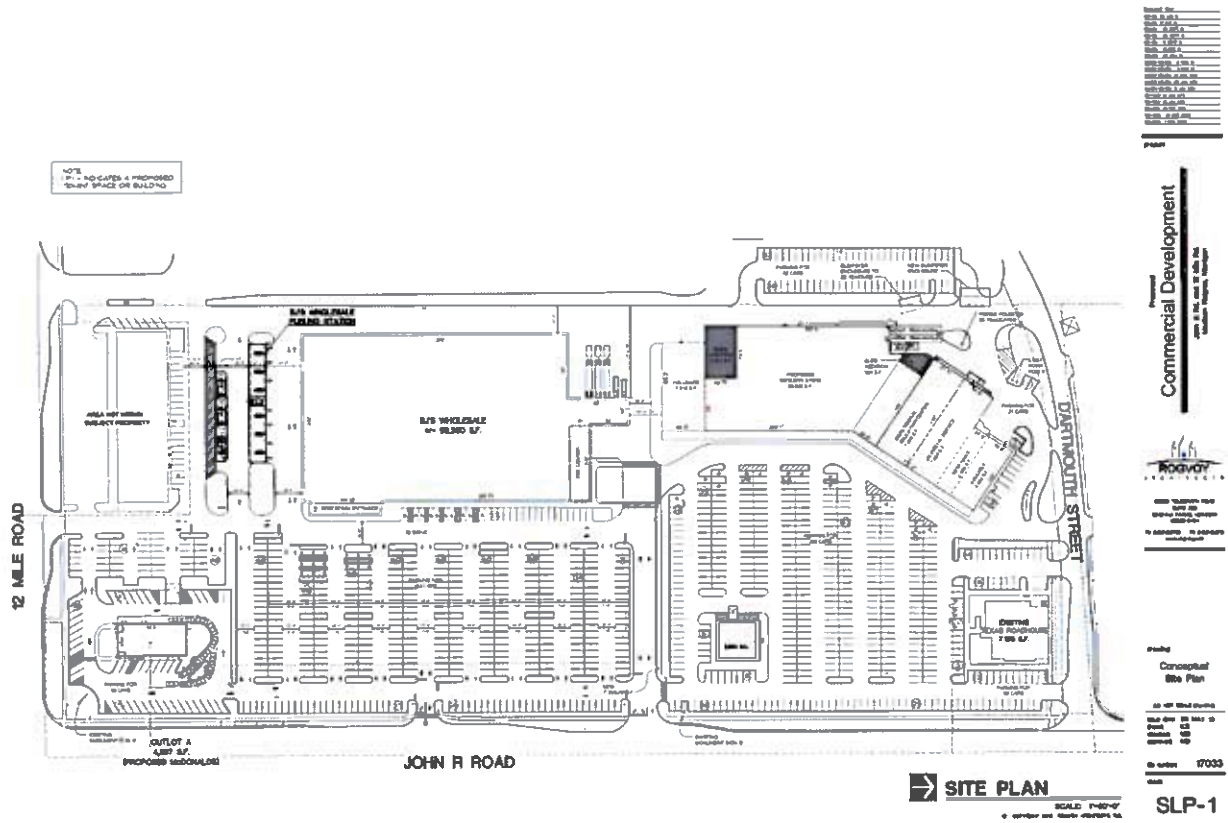


EXHIBIT B CONCEPTUAL SITE PLAN



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the last date ascribed to below, by and between the CITY OF MADISON HEIGHTS, a Michigan municipal corporation, with offices located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, ("City"), and MADISON CENTER OWNER, LLC, whose address is 28454 Woodward Ave., Royal Oak, MI 48067 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns a parcel of real property in the City of Madison Heights and legally described on the attached **Exhibit A**, attached hereto and incorporated by reference, which will be collectively referred to within this Agreement as the "Property," and

WHEREAS, Developer wishes to make improvements to the Property; and

WHEREAS, the improvements Developer wishes to make to the Property include the demolition of existing structures, infrastructure (including storm water) improvements, landscaping, and other activities/improvements identified on **Exhibit B**, attached hereto and incorporated by reference (the "Project").

WHEREAS, the City requires that Developer's Project comply with the City of Madison Heights Code of Ordinances; and

WHEREAS, the City will agree to issue permits for the Project contingent upon Developer agreeing to the Development Criteria set forth in this Agreement; and

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEFINITIONS. The following definitions shall apply to the provisions of this Agreement:
 - A. "Commencement of the Project" means that permits for the Project have been issued, and actual physical Development activity is underway
 - B. "Substantial Completion of the Project" means sufficient work has been completed showing that a financial commitment as well as the Developer's intent and ability to satisfactorily complete each applicable Phase of the Development within the time frames established in this Agreement. The City, in its reasonable discretion, shall determine whether Developer has Substantially Completed each phase of the development.
 - C. "Completion of the Project" means that the improvements to the Property required by this Agreement have been satisfied and the Project is fully completed.
3. DEVELOPMENT CRITERIA.
 - A. PERMIT ISSUANCE: In order to obtain issuance of permits for the Project, Developer agrees to the following:
 - i. To meet the conditions contained in this Agreement;
 - ii. To complete the Project within the deadlines provided in this Agreement;
 - iii. To comply with the site plan attached as **Exhibit B** for making the improvements set forth in this Agreement within the time periods established by this Agreement; and

- iv. To complete all Proposed Site Activities and Future Site Activities as identified on **Exhibit B** within the time periods established by this Agreement.

B. IMPROVEMENTS AND INVESTMENTS:

- a. All activities/improvements for the Project including, but not limited to all Site Plan Requirements identified in **Exhibit B** and all Proposed Site Activities and Future Site Activities as identified in **Exhibit B**, shall be completed by December 31, 2021. The City acknowledges that the Property is contaminated and that Developer's objective is to capture constituents of concern in the soil and groundwater and to perform remediation actions. If Developer fails to complete the Project by December 31, 2021, or as may otherwise be extended through an amendment to this Agreement, then Developer shall furnish a cash deposit or proof of funds evidencing the same with the City in the amount of One hundred Thousand (\$100,000.00) Dollars which is intended to cover the cost of the remaining activities/improvements for the Project listed on **Exhibits B**. Said deposit shall be refunded to Developer within ten (10) days after completion of the Project and issuance of a certificate of occupancy. The Developer shall request a release of the deposit prior to issuance. This section in no way shall be interpreted to circumvent or misconstrue the City's policy regarding bond requirements.
- b. Developer agrees to invest a minimum of \$17.6 million (seventeen million, six-hundred thousand U.S. dollars) for all activities/improvements for the Project including, but not limited to all Site Plan Requirements identified in **Exhibit B** and all Proposed Site Activities and Future Site Activities as identified in **Exhibit B**.

- C. INSPECTIONS.** The Developer shall permit inspections of the Property as needed by the City, and the City shall provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

- D. PERMIT ISSUANCE. Upon the execution of this Agreement, the City shall issue permits necessary to complete the Project, and the other activities/improvements required by this Agreement, provided, however, the required Architecturally or Engineered stamped, construction drawings shall be submitted to the City by State Licensed Contractors and be in compliance with all applicable State of Michigan and International Codes, and comply with the City of Madison Heights current site standards. Further, upon submission of any future permit applications by Developer during the term of this Agreement, the City shall issue permits necessary to complete any activities/improvements to the Project, provided, however, the required Architecturally or Engineered stamped, construction drawings are submitted to the City by State Licensed Contractors and are in compliance with all applicable State of Michigan and International Codes and comply with the City of Madison Heights site standards.
4. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if Developer materially fails to comply with any covenant, clause, provision, requirement, or agreement herein contained. However, Developer shall not be in default of this Agreement if Developer's failure to comply with any covenant, clause, provision, requirement, or agreement herein contained is caused by any act(s), event(s) or combination thereof that are beyond the reasonable control of Developer, and Developer promptly initiates and continues best efforts to cure Developer's failure to comply with such covenant, clause, provision, requirement or agreement. Upon default by Developer, the City shall be entitled to seek any legal or equitable remedy available under the law, including, but not necessarily limited to, money damages or specific performance. Developer shall be entitled to thirty (30) days' written notice of any default and the opportunity to cure same. If any default has not been cured within thirty (30) days of the delivery of the notice to the address of Developer specified in this Agreement, or such additional time as may be reasonably required in light of the circumstances of the default, the City may revoke the Brownfield Plan and Reimbursement Agreement and initiate an action for any legal or equitable remedy available. If Developer is in default, no past or

future payments that may be due to the developer for completed Eligible Activities shall be payable by the City unless the default is cured.

5. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
6. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, shall not discriminate upon the basis of race, color, religion, sex, or national origin in the rental or in the use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
7. **MODIFICATION.** The promises, covenants, terms, and conditions herein contained shall not be modified, altered, or extended without the mutual written consent of the parties.
8. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement shall be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices shall be addressed as follows:

If to the City, to: City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, Michigan 48071
Attn: Community & Economic Development

If to Developer, to: Madison Center Owner, LLC
28454 Woodward Ave.
Royal Oak, MI 48067
Attn: Kevin Baker or Nick Moschouris

9. **INDEMNIFICATION.** Developer shall assume all liability for and protect, indemnify, defend, and hold harmless the City, its officers, directors, employees, volunteers, invitees,

agents and representatives (hereinafter collectively "Indemnitees") from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage to the extent caused by the City's negligence. Developer's obligation to indemnify the City shall survive termination and/or expiration of this Agreement.

10. **INSURANCE.** During the period this Agreement is in effect and until the Developer completes the Project, Developer and its consultants/contractors/subcontractors who perform any activities/improvements for the Project shall maintain general liability insurance in amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance shall list the City as an additional insured, as its interest may appear. The Developer shall provide the City with a certificate of insurance evidencing such insurance coverage as provided for herein. Said insurance coverage shall protect the City from claims for bodily injury, death, property damage, and pollution liability which may arise or occur from the activities/improvements undertaken for the Project or as a result of this Agreement. All certificates of insurance shall be provided to the City for approval prior to commencement of the Project. The City may review the policies from time to time to assure itself of its terms, and that the insurer is financially responsible.
11. **SEVERABILITY.** If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
13. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Oakland County, Michigan. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement.
14. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
15. WAIVER. The failure of the City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
16. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements, whether written or oral, regarding this Agreement.

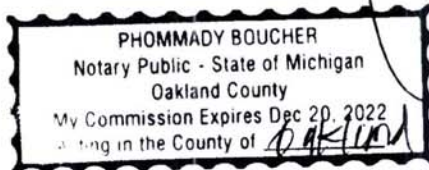
IN WITNESS WHEREOF, the parties have executed this Agreement on the 9th day of December, 2019.

THE CITY OF MADISON HEIGHTS

By [Signature]
Brian C. Hartwell
Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this 12th day of December, 2019, by Brian C. Hartwell, Mayor of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.



[Signature], Notary Public
Madison Heights County, Michigan
My commission expires 12/20/22

THE CITY OF MADISON HEIGHTS

By [Signature]
Cheryl Rottmann
City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this 12th day of December, 2019, by Cheryl Rottmann, the City Clerk of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.



[Signature], Notary Public
Madison Heights County, Michigan
My commission expires 12/20/22

MADISON CENTER OWNER, LLC

By: [Signature]

Kevin J. Baker

Its:

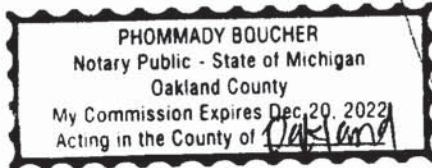
Manager

STATE OF MICHIGAN)

)ss

COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this 18th day of December, 2019, by Kevin J. Baker, as Member, on behalf of Madison Center Owner, LLC.



[Signature], Notary Public
Madison Heights County, Michigan
My commission expires 12/20/22

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

Real property commonly known as 29101-29305 John R Road in the City of Madison Heights, County of Madison Heights, State of Michigan, which is more particularly described as:

Parcel Number: 44-25-11-476-014

Address: 29101 John R Road

Acres: 22.36

Legal Description:

T1N, R11R, SEC 11, PART OF SE 1/4 BEG AT SE SEC COR, TH W 343 FT, TH N 00-17-36 E 241 FT, TH W 275 FT, TH S 00-17-36 W 241 FT, TH W 24.66 FT, TH N 00-27-12 E 881.10 FT, TH S 89-34-50 E 104.26 FT, TH S 00-25-10 W 24.16 FT, TH S 89-34-50 E 178.48 FT, TH N 00-25-10 E 43.15 FT, TH S 89-34-50 E 357.42 FT, TH S 00-17-36 W 895.39 FT TO BEG EXC S 33 FT TAKEN FOR RD, ALSO EXC THAT PART TAKEN FOR RD DESC AS BEG AT PT DIST S 87-44-30 W 642.66 FT & N 01-48-30 W 33 FT FROM SE SEC COR, TH N 01-48-30 W 27 FT TH N 87-44-30 E 24.5 FT, TH S 01-57-00 E 27 FT, TH 87-44-30 W 24.57 FT TO BEG 11.18 A 04-19-02 FR 003 & 009 09/30/08 CORR

Parcel Number: 44-25-11-476-013

Address: 29305 John R Road

Acres: 17.10

Legal Description:

T1N, R11E, SEC 11, PART OF SE 1/4 BEG AT PT DIST N 01-57-54 W 895.39 FT FROM SE SEC COR, TH S 88-09-40 W 357.41 FT, TH S 01-50-20 E 43.15 FT, TH S 88-09-40 W 178.48 FT, TH N 01-50-20 W 24.16 FT, TH S 88-09-40 W 104.31 FT, TH N 01-48-30 W 596.69 FT, TH N 83-53-24 E 640.29 FT, TH S 01-57-54 E 625.39 FT TO BEG EXC THAT PART TAKEN FOR DARTMOUTH RD DESC AS BEG AT PT DIST S 87-44-30 W 642.66 FT & N 01-48-30 W 1412.04 FT FROM SE SEC COR, TH N 01-48-30 W 65.75 FT, TH N 83-53-24 E 585.45 FT, TH S 01-58-15 E 43.56 FT, TH S 88-02-06 W 131.40 FT, TH ALG CURVE TO LEFT, RAD 1450 FT, CHORD BEARS S 85-41-41 W 118.42 FT, DIST OF 118.45 FT, TH S 83-21-16 W 131.11 FT, TH ALG CURVE TO LEFT, RAD 680 FT, CHORD BEARS S 78-12-16 W 128.39 FT, TH ALG CURVE TO LEFT, RAD 580 FT, CHORD BEARS S 68-44-34 W 81.98 FT, DIST OF 82.05 FT TO BEG 8.55 A 04-19-02 FR 003 & 009 01/18/08 CORR

Commonly known as 29101-29305 John R Road, Madison Heights, Michigan 48071.

EXHIBIT B – SITE PLAN

Attached

The Developer has provided staff with the following documentation substantiating total investment that exceeds \$17.6M:

BJ's Wholesale Club Inc. Building Allowance	\$8,361,365.00
The Alan Group Constructors LLC (TAG) for "Madison Center Whitebox"	\$6,393,347.21
The Alan Group Constructors LLC (TAG) for Project Sitework	\$4,517,285.00
Total:	\$19,271,997.21

BJ's Wholesale Club Inc. Building Allowance **\$8,361,365.00**

It is common practice that the developer provides a building allowance for tenants to develop their spaces to suit including improvements such as interior buildout. Madison Center Owner has supplied four forms of evidence to support this portion of the investment in the property:

- A Conditional Waiver between Madison Center Owner LLC and BJ's Wholesale Club Inc. which states that Landlord is required to pay the Tenant a "Building Allowance of \$8,361,365.00 and that subject to receiving the Building Allowance the tenant waives and releases its Tenant's Lien rights. Signed 1-10-2020, this shows that this investment was required to be made by Madison Center Owner LLC.
- A Business Checking Statement from 12-31-19 to 1/31-20 showing two wire transfers to BJ's Wholesale for Building Allowance showing a total of \$7,861,365. This is exactly \$500,000 less than the required Building Allowance.
- A Business Checking Statement from 2-29-20 to 3/31-20 showing a wire transfer of \$500,000 to BJ's Wholesale for Building Allowance and a corresponding Final Invoice from BJ's Wholesale to Madison Center Owner LLC noting this is the final payment for the Building Allowance.
- An Estoppel Certificate stating that "all construction obligations of Landlord under the Lease have been satisfactorily completed by the Landlord and accepted by Tenant."

The Alan Group Constructors LLC for "Madison Center Whitebox" **\$6,393,347.21**

An Application for Payment to Madison Center Owner LLC from their contractor The Alan Group Constructors, LLC dated 5-23-23 that shows a Contract Sum of \$6,519,421.62 and the payment due of \$126,074.41. It also includes that \$6,393,347.21 has already been paid to (TAG) prior to this application. They also included a sworn statement from the Contractor that \$6,393,347.21 has already been paid.

The Alan Group Constructors LLC for the Project Area's Sitework **\$4,517,285.00**

The Alan Group Constructors LLC provided sitework activities for the entire project area which included activities such as sitework, site utilities, asphalt paving, electrical, concrete and HVAC. The Developer has provided a series of invoices and Sworn Statements from the contractor demonstrating payments made throughout the construction at the site, including a final Sworn Statement showing that

\$4,226,612.16 has been previously paid and that \$339,775.25 remains to be paid to the Contractor. Further, they have provided a Full Unconditional Waiver signed by The Alan Group stating that their contract for improvement of the property described as “Madison Center- BJ’s” has been fully paid and satisfied.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/23

PREPARED BY: Adam Owczarzak

AGENDA ITEM CONTENT: MHHP Chamber Request for Beer Tent at Trail Tunes

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED:

FUND: n/a

EXECUTIVE SUMMARY:

See attached report.

RECOMMENDATION:

Should the City Council concur with the request of the Madison Heights Arts Board and the Madison Heights Hazel Park Chamber of Commerce, staff recommends City Council approve the Resolution Authorizing the One-Time Sale, Possession and Use of Beer and Wine During the 2023 Trail Tunes Event on a trial basis subject to receiving all necessary permits, compliance with any state and local requirements, and in accordance to Council's Uniformed Insurance Policy.

To: Melissa Marsh, City Manager

From: Adam Owczarzak, Assistant to the City Manager (Staff Liaison to the MH Arts Board)

Date: May 31, 2023

Subject: Trail Tunes – Beer Tent

BACKGROUND

The Madison Heights Arts Board has requested that a Beer Tent be incorporated at this year's Trail Tunes Festival at Civic Center Park.

FINDINGS

After contacting multiple communities to see how beer tents are operated, it was recommended that the best way to host events with a beer tent is to run them through a non-profit instead of the city. Non-profits have fewer requirements than cities have when applying for a temporary liquor license. Based on this information, staff reached out to Madison Heights Hazel Park (MHHP) Chamber of Commerce Director Linda Williams to see if this event was something the board would like to be a part of. Director Williams asked her executive board, and they enthusiastically agreed to be a part of this event. It was verbally agreed that all profits from the beer tent will be split 50/50 between the Chamber and the Madison Heights Arts Board. The MHHP Chamber will be the entity that is officially hosting the beer tent.

The proposed hours of operation of the beer tent are Saturday, September 9th from 2:00 PM – 6:00 PM and coincides with the operational hours of Trail Tunes. After Speaking with a distributor representative, it was recommended that we keep the menu small. The proposed menu for the beer tent is: Miller Light, Sam Adams October Fest, White Claw Black Cherry, and Copa Da Vino Wine (red and white).

Per the Michigan Liquor Control Board guidelines, the beer tent will be enclosed with orange fencing, and there will be one point of entry/exit to control the flow of patrons. Beer and wine will have to be consumed within the tent and no alcohol is permitted outside of the tent's boundaries. Two Police Officers will be assigned to work at this event for safety purposes. The exact location of the beer tent is still being discussed with the Chamber and Arts Board Representatives, however, early communications have discussed near the Jaycee Building. Since the proposed location is within 500 feet of Lamphere High School, staff reached out to Superintendent Dale Steen asking for the school district's consent to the hosting of a beer tent at this location. t. The school district granted permission on June 6, 2023.

Prior to obtaining a temporary liquor license from the Michigan Liquor Control Commission, it is required that the local government unit approve a resolution authorizing the event. In addition, in accordance with City policy, the Arts Board will apply for any necessary permits, comply with Council's Uniformed Insurance Policy, and meet all state and local requirements for the event.

RECOMMENDATION

Should the City Council concur with the request of the Madison Heights Arts Board and the Madison Heights Hazel Park Chamber of Commerce, staff recommends City Council approve the Resolution Authorizing the One-Time Sale, Possession and Use of Beer and Wine During the 2023 Trail Tunes Event on a trial basis subject to receiving all necessary permits, compliance with any state and local requirements, and in accordance to Council's Uniformed Insurance Policy.

Resolution Authorizing the One-Time Sale, Possession and Use of Beer and Wine During the 2023 Trail Tunes Event at Civic Center Park.

WHEREAS, Madison Heights City Code Chapter 19 Section 19-57 requires City permission to allow for the sale, possession and consumption of beer and wine beverages in any City park; and

WHEREAS, the 2023 Trail Tunes event organizers in conjunction with the Madison Heights/Hazel Park Chamber of Commerce have requested permission to set up and operate a “Beer Tent” on Civic Center Park property; and

WHEREAS, the 2023 Trail Tunes Event will take place Saturday September 9th from 2:00 PM- 6:00 PM; and,

WHEREAS, the “Beer Tent” will be set up in a controlled area with security and licensed vendors and staff will be on hand through the entire event to ensure all policies and rules are being enforced; and

WHEREAS, the City is willing to make an exception to the City Alcohol Policy for this event only to allow the sale, possession, use and consumption of beer at Civic Center Park during the operational hours of the 2023 Trail Tunes Event.

WHEREAS, a part of the process of obtaining a Liquor License is obtaining approval from the governing board, before sending it to the Michigan Liquor Control Board for approval; and

WHEREAS, staff recommends the approval of the beer tent for this one event as set forth above conditioned upon the event having the proper liability insurance is in place for this event and approval from the Michigan Liquor Control Board.

NOW THEREFORE BE IT RESOLVED that the Madison Heights City Council authorizes the one-time sale, possession and use of beer and wine during the 2023 Trail Tunes Event on Saturday, September 9, 2023 from 2:00 p.m. to 6:00 p.m. at Civic Center Park.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/23

PREPARED BY: Cheryl Rottmann, City Clerk and City Attorney J. Sherman

AGENDA ITEM CONTENT: Proposal No. 2, Officers, Qualifications - Amendment

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

On May 22, 2023 City Council approved five proposals to be included on the ballot for the November 7, 2023 election. As required, the city submitted the approved resolutions to the State of Michigan's Governor and Attorney General for review and comment. Yesterday, we received comment back from the Attorney General's office that four of the five proposals were approved by their office, the fifth proposal had a minor issue of being over the 100-word minimum ballot language as required by Section 21(2) of the Home Rule City Act. They suggested a text revision which is attached. The changes are minor and do not change the context or meaning of the proposal.

RECOMMENDATION:

Based on the recommendation of the State of Michigan, staff recommends City Council approve a motion to amend CM-23-129 to modify the language to be within 100 words (exclusive of caption) and consistent with requirements of Section 21(2) of the Home Rule City Act, as follows:

(Officers, Qualifications) – Proposal No. 2

Currently, Section 5.1 requires, in order to be eligible to be a candidate for election as mayor or council member, that a candidate for mayor or council must resign from any Madison Heights elective office and from elective office in any other local government unit. The proposed amendment states that no candidate for mayor or city council must resign from their current elected offices in the city or any other local unit until they win election as mayor or city council member. If approved, the revision takes effect with the 2025 regular city election and continues until otherwise amended.

Shall the proposed amendment to Section 5.1 be adopted?

PROPOSAL 2:

**RESOLUTION PROPOSING AMENDMENT TO
THE CHARTER OF THE CITY OF MADISON HEIGHTS**

The following Resolution was offered by the City of Madison Heights' City Council Member _____,

(Name)

and seconded by Council Member _____,

(Name)

which Motion was adopted according to the following vote:

Yeas:

Nays:

BY VIRTUE OF THE FOREGOING VOTE, THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS ADOPTS THE FOLLOWING RESOLUTION:

WITNESSETH:

WHEREAS, the City of Madison Heights is a Michigan municipal corporation, duly and legally incorporated as a Home-Rule City, pursuant the provisions of 1909 Public Act 279, being specifically Michigan Compiled Laws (MCL) 117.1, et seq.; and,

WHEREAS, the Charter of the City of Madison Heights was adopted by a vote of the electors on December 6, 1955; and,

WHEREAS, Chapter 5, Section 5.1 of the City Charter, titled "Officers, Qualification," specifically to wit: The eighth (8th full and unnumbered section), states as follows:

Section 5.1.-Officers, Qualifications:

No person shall be eligible to become a candidate for or hold an elective office in the City of Madison Heights who, at the time of the filing of his nominating petition for such elective office, has been elected to or is the holder of, an elective office in any other political subdivision of the State of Michigan. Such political subdivisions of the State of Michigan shall be deemed to mean any municipality, township, county or State of Michigan, other than the City of Madison Heights. No person shall be eligible to become a candidate for any elective office in the City of Madison Heights, except to succeed himself, who at the time of filing his nominating petition for elective office is the holder of any other elective office in the City of Madison Heights, unless at the time he files his nominating petition for elective office, he shall also file his resignation from such office to be effective not later than the first Monday in April following. At the time of the filing of the petition for an elective office in the City of Madison Heights in the manner

hereinabove set forth, the candidate shall, upon the filing of petitions, file an affidavit setting forth his name, that fact that he is a qualified elector in the City of Madison Heights, the length of residence, and that he does not hold an elective office in any political subdivision of the State of Michigan, except the office he seeks, or, if he holds an elective office in the City, other than the office he seeks, that he has submitted his resignation therefrom. Such affidavit together with his petitions, shall be filed with the City Clerk. If any candidate fails to file such an affidavit at the time of filing of his petitions the Clerk shall not accept such petitions for filing. The candidate shall also file all of the affidavits or those instruments required under the election of the State of Michigan.

No person shall be a candidate for any or city election for more than one elective office.

(Amended September 12, 1961)

WHEREAS, the foregoing Charter section requires the resignation of any elected officeholder, from any non-city office, to become a candidate for mayor or city council, at the time of filing nominating petitions, instead of at the time of being elected to city office.

WHEREAS, the foregoing Charter section requires the resignation of an elected city council member, from any city office, to become a candidate for mayor, at the time of filing nominating petitions, instead of at time of being elected as mayor;

NOW, THEREFORE, BE IT RESOLVED, that Chapter 5, Section 5.1 of the City Charter, titled "Officers, Qualification," specifically to wit: The eighth (8th full and unnumbered section), should be amended, in pertinent part, to state as follows:

Section 5.1. Officers, Qualifications

No person, eligible to become a candidate for or hold the office mayor or council member of the City of Madison Heights, shall be required to resign their non-city elective office or city elective office, prior to their election as mayor or city council member. Non-city elective office shall be deemed to mean any municipal, township, county or state office. City elective office shall be deemed to mean mayor or council member of the city. When a person files their nominating petitions for mayor or city council, they shall also file a signed affidavit with the city clerk's office, in conformity with state law. A person, who wins election as mayor or city council member, shall resign their non-city elective office or prior city elective office.

BE IT FURTHER RESOLVED that all other sections in Chapter 5, Section 5.1., not otherwise amended herein, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that said Charter Proposition shall be submitted to the voters for approval shall be as follows:

A proposed amendment to Section 5.1 of the Madison Heights City Charter
(Officers, Qualifications) – Proposal No. 2

Currently, Section 5.1 requires, in order to be eligible to be a candidate for election as mayor or council member, that a candidate for mayor or council must resign from **any** Madison Heights elective office and from elective office in any other local government unit. The proposed amendment states that no candidate for mayor or city council must resign from their current elected offices **in the city or any other local unit** until they win election as mayor or city council member. If approved, the revision takes effect with the 2025 regular city election and continues until otherwise amended.

Shall the proposed amendment to Section 5.1 be adopted?

☐ Yes.

☐ No.

BE IT FURTHER RESOLVED, that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendment, as required by law.

BE IT FURTHER RESOLVED, that said Charter Amendment be submitted to the electors of the City of Madison Heights for a vote of approval at the election to be held on November 7, 2023; and,

BE IT FURTHER RESOLVED, that the Clerk of the City of Madison Heights is hereby authorized and directed to cause the notice of submission of said Charter Amendment proposition to be posted and published as a part of the notice of said election in the manner required by law.

CERTIFICATION:

I, Cheryl E. Rottmann, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a resolution adopted by the Madison Heights City Council at their Regular Meeting held on June 12, 2023.

Cheryl E. Rottmann
City Clerk



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/2023

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

AGENDA ITEM CONTENT: Electronic Message Board - Civic Center Complex

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT:

FUNDS REQUESTED: \$36,388

FUND: 101-265-987-000

EXECUTIVE SUMMARY:

Per the attached memo, to approved the purchase of an electronic message board from Spectrum Neon Company of Madison Heights, in the amount of \$36,388 with half paid up front immediate following Council approval. Funds shall be provided through the Oakland County Together Grant.

RECOMMENDATION:

DATE: June 5, 2023

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Mischak, HR Director/Purchasing Coordinator

RE: Civic Center Complex Electronic Message Board

In August 2021, the City published Invitation to Bid (ITB 1051) soliciting pricing for replacement of the electronic message board at Civic Center Complex. The message board had reached the end of its useful life and the ability to change the message had become sporadic. The City received four bids ranging in price from \$42,594 - \$48,828, which was significantly higher than anticipated. Coupled with the fact that the Civic Center renovation project would potentially be underway in early 2022 and the landscape of Civic Center Complex would be undergoing significant changes, a no award was published for ITB 1051 notifying vendors that due to alterations in potential plans, the project was put on hold pending finalization of the Active Adult Center relocation to Civic Center Complex and renovations to City Hall, Library, and Civic Center Complex area.

The electronic message board has been non-functioning during the construction in Civic Center Complex. As we near the completion of the project, it was determined that the City would be able to utilize a portion of the \$250,000 Oakland County Together Grant to fund the replacement of the electronic sign.

With the grant funding secured, and given that the City had already solicited bids and received four qualified submittals, a request for updated pricing was sent to all four vendors who had previously submitted pricing. The sole vendor who responded with updated pricing was Spectrum Neon out of Madison Heights, which was also the low bid on the original ITB 1051. The City was pleased to discover that with changes in technology, a state of the art full color 10mm display was quoted at \$36,388 including removal of the existing sign, and installation of the new cabinet and sign. This is a savings of \$6,206 from the 2021 quoted pricing.

A representative from Spectrum, Kerry Kulas, brought a portable sample of the 10mm full color sign and provided a demonstration of its capabilities which far exceed the existing sign. The proposed sign includes potential for graphics, animated text and user friendly controls from any device with a connection to the internet.

Spectrum has requested that the City provide a down payment in order to secure pricing so that they can hold the product until the City provides notice that installation may begin – anticipated in June or July of this year. Therefore, we recommend that Council approve the award for the new electronic sign to Spectrum Neon of Madison Heights, with a total cost of \$36,388, and authorize the City to submit a down payment of half that amount (\$18,194) to secure pricing until installation can be completed.

Thank you for your consideration.



1280 Kempar, Madison Heights, MI 48071 Ph. 313 366 7333 www.spectrumneon.com

April 17th. 2023

To: City of Madison Heights
Re: Bid # MH1051 / Electronic Message Center

To whom it may concern,

We have some notes concerning this new revised bid.

We are proposing (2) Options for the message centers. The first will be for a THINKSIGN Extreme series full color 16mm pixel with an overall viewing size of 37" x 11'-6".

The 2nd. option will be for a THINKSIGN 10mm Allura series 10mm pixel with an overall viewing size of 38" x 9'-5". This is a greatly improved design having an all-aluminum modular construction and greatly improved LED diode that incorporates all 3 colors (Blue, Red, Green) into a single pixel. A full 5 year Material and Labor warranty is included.

NOTE: While the 10mm message center is physically smaller than the 16mm, the smaller pixel allows for far more flexibility in content design (When viewed from the road, more of a large TV screen).

We have a sample 10mm full color board we can bring onsite at your convenience to see first hand the construction and image quality as well as demonstrating the ease of the content software which is cloud based and can be accessed from any computer or cellphone. The cellular based communications come with a lifetime 4G broadband. Training online is very intuitive and quick to learn. One on one training online is available and customer support is 365 / 24 / 7. Spectrum Neon is in Madison Heights less than a mile from the project location. We have been a custom sign shop since 1978.

Thank you,

Kerry Kulas

Sales associate

REVISED PRICING SECTION – ADDENDUM #2

Item 12.

PRICING SECTION BID #MH1051 ELECTRONIC MESSAGE CENTER SIGN -

Vendors are to submit bid for the replacement of the existing sign; see attached for measurements.

Item #	Description	Meets Specifications (y/n)	List Exceptions
	GENERAL SPECIFICATIONS		
1	16mm THINKSIGN EXTREME / OPTION 2 10mm THINKSIGN ALLURA / OPTION 4	YES	
2	Product is UL Listed & FCC Verified	YES	
3	LEDs have Copper Anode and Cathode Pins and Gold Anode Wires	YES	
4	Single Board to house LEDs and Drivers, protected with silicon	YES	
5	Thermostat controlled fan for every four (4) modules		
	LABOR COSTS	Unit Price Each	List Exceptions
6	Removal of Existing Signage	\$ 1,600.00	
7	Installation of New LED Signage	\$ 2,950.00	
	MONUMENT CABINET:		
8	Base Price for replacement sign with City Logo (see attached schematic AND addendum Q/A #2 for measurement requirements)	\$ 4,700.00	
	LED DISPLAY COLOR OPTIONS:		
9a	MONOCHROME NOT AVAILABLE	\$	
9b	Option 2 – Price for Full Color 16mm LED Display	\$ 28,680.00	37" X 11'-6"
9c	MONOCHROME NOT AVAILABLE	\$	
9d	OPTION - 4 / ALTERNATE SIZE 10MM FULL COLOR	\$ 27,138.00	38" X 9'-5"
	TRAINING/WARRANTY		
10	On Site Training	\$ WEB BASED	LIFETIME
11	5 Year Manufacturer Warranty	\$ INCLUDED	
12	Service Warranty (specify term: 5 year(s))	\$ INCLUDED	

ENERGY EFFICIENCY:

HOURS (10 YEARS)	TIMES COST PER KWH	TIME KW PER HOUR (BIDDER TO ENTER KW FACTOR)	EQUALS ENERGY COST
36,500	\$0.13	\$0.104/KWH	\$ \$ 1.41 PER DAY / OPTION 2
51,100	\$0.06		\$
Total:			\$ BASED ON OPTION SELECTED

PLEASE INCLUDE DETAILED DRAWING OF PROPOSED SIGN, INCLUDING PIXEL HEIGHT/WIDTH, BRIGHTNESS, AS WELL AS GRAPHICS CAPABILITIES OF SIGN AND ANY OTHER INFORMATION THAT MAY ASSIST THE CITY IN MAKING A SELECTION.

COMPANY SPECTRUM NEON COMPANYSIGNATURE  NAME/TITLE JOHN HADDAD / PRESIDENTADDRESS 1280 KEMPAR, MADISON HEIGHTS, MI 48071PHONE: (313) 366 7333 EMAIL: jhaddad@spectrumneon.comDATE: 04/17/23

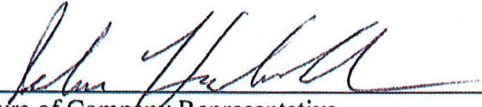
VII. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

() If an award is made to SPECTRUM NEON CO.
(Company Name)

it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.



Signature of Company Representative

~OR~

() Our company _____ is NOT interested in extending this contract.
(Company Name)

Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

VIII. CITY OF MADISON HEIGHTS
QUALIFICATION QUESTIONNAIRE

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of bidder.

Name of Bidder: SPECTRUM NEON COMPANY

Address of Bidder: 1280 KEMPAL, MADISON HGTS, MI 48071

Type of Business Entity: SOLE PROPRIETOR
 (Example: Corporation, Partnership, etc.)

How Long Established: SINCE 1978

Names and Addresses of
 All Principals of Bidder: JOHN HADDAD

1280 KEMPAL, MADISON HEIGHTS, MI 48071

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

N/A

2. List 3 current references from municipalities or public agencies familiar with the work performed by the Bidder and list the name, addresses and telephone number of a contact person.

~~PROPERTY REPAIR AGENCIES~~

SEE ATTACHED

3. List 3 current references from private or non-public sources familiar with the work performed by the Bidder and list the name, address and telephone number of a contact person.

SEE ATTACHED

4. List the names and address of all subcontractors the Bidder proposes to use on the project.

MA

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.

[Signature]
Bidder's or Authorized
Representative's Signature

PRESIDENT
Title of Signatory

JOHN HADDAD
Bidder's Printed Name

Dated: 08/25/21

Subscribed and sworn to before me on
This 25 day of AUG, 2021.

[Signature]
KERRY KULAS Notary Public
MACOMB County, Michigan



NON-COLLUSION AFFIDAVITReturn this completed form with your sealed bid.JOHN HADDAD being duly sworn deposes and says:That ~~he~~ she is PRESIDENT
(state official capacity in firm)

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

[Signature]
(Signature of person submitting bid)

Subscribed and sworn this 25 day of AUG, 2021 before me, a Notary Public in and for said
County.

[Signature]
Notary Public

My Commission Expires:

07/18/27

OPTION 4 ON BID SHEET



PRICING SECTION BID #MH1051 ELECTRONIC MESSAGE CENTER SIGN -

Vendors are to submit bid for the replacement of the existing sign; see attached for measurements.

Item #	Description	Meets Specifications (y/n)	List Exceptions
	GENERAL SPECIFICATIONS		
1	ThinkSIGN Extreme Series Model (or note alternate/equal such as Electro-Matic or Watchfire in exceptions)	YES	ELECTRO-MATIC
2	Product is UL Listed & FCC Verified	YES	
3	LEDs have Copper Anode and Cathode Pins and Gold Anode Wires	YES	
4	Single Board to house LEDs and Drivers, protected with silicon	EXCEEDS	ELECTRO-MATIC
5	Thermostat controlled fan for every four (4) modules	EXCEEDS	ELECTRO-MATIC
	LABOR COSTS	Unit Price Each	List Exceptions
6	Removal of Existing Signage	\$ 1,100.00	
7	Installation of New LED Signage	\$ 2,500.00	
	MONUMENT CABINET:		
8	Base Price for replacement sign with City Logo (see attached schematic AND addendum Q/A #2 for measurement requirements)	\$ 4,200.00	
	LED DISPLAY COLOR OPTIONS:		
9a	Option 1 – Price for Monochrome 16mm LED Display	\$ 22,096.00	
9b	Option 2 – Price for Full Color 16mm LED Display	\$ 25,240.00	
9c	Option 3 – Price for Monochrome 10/11mm LED Display	\$ N/A	
9d	Option 4 – Price for Full Color 11mm LED Display	\$ 34,794.00	
	TRAINING/WARRANTY		
10	On Site Training	\$ INCL.	
11	5 Year Manufacturer Warranty	\$ INCL.	
12	Service Warranty (specify term: FIVE year(s))	\$ INCL.	

ENERGY EFFICIENCY:

<u>HOURS</u> <u>(10 YEARS)</u>	<u>TIMES COST PER KWH</u>	<u>TIME KW PER HOUR</u> <u>(BIDDER TO ENTER</u> <u>KW FACTOR)</u>	<u>EQUALS ENERGY</u> <u>COST</u>
36,500	\$0.13	SEE ATTACHED	\$
51,100	\$0.06	SEE ATTACHED	\$
Total:	* BASED ON EMC OPTION SELECTED		\$

PLEASE INCLUDE DETAILED DRAWING OF PROPOSED SIGN, INCLUDING PIXEL HEIGHT/WIDTH, BRIGHTNESS, AS WELL AS GRAPHICS CAPABILITIES OF SIGN AND ANY OTHER INFORMATION THAT MAY ASSIST THE CITY IN MAKING A SELECTION.

COMPANY **SPECTRUM NEON COMPANY**

SIGNATURE  NAME/ TITLE **JOHN HADDAD / PRESIDENT**

ADDRESS **1280 KEMPAR, MADISON HEIGHTS, MI 48071**

PHONE: **313 366 7333**

EMAIL **jhaddad@spectrumneon.com**

DATE: **08/25/2021**



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/2023

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

AGENDA ITEM CONTENT: Printing and Mailing of Recreation Brochure/City Newsletter

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND: General Fund Postage/misc

EXECUTIVE SUMMARY:

Please see attached memo.

RECOMMENDATION:

Per attached memo, to award a two year contract to KK Stevens Publishing for the printing and mailing of the Recreation Newsletter/City Brochure at the unit prices indicated, with an option to renew thereafter upon written agreement, allowing for postage and/or paper manufacturer increases. Council is also requested to authorize staff to proceed to the next two low bidders should the contract with KK Stevens be cancelled due to performance issues.

DATE: June 2, 2023

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Mischak, HR Director/Purchasing Coordinator

RE: ITB 1067 – Recreation Brochure/Newsletter Printing & Mailing

On May 2, 2023 a bid for printing and mailing of the Recreation Newsletter/Brochure was posted on the MITN online cooperative bidding system (www.mitn.info), where it was emailed to 130 vendors. Thirty-one vendors downloaded the bid documents, and seven vendors submitted bid documents to the Clerk's Office by the 11am deadline on May 23, 2023. No vendors attended the in-person bid opening.

On May 31st, staff followed up with the three low bidders: KK Stevens Publishing out of Astoria, Illinois; Litho Printing in Eastpointe; and Accuform in Detroit to confirm questions regarding pricing, postage procedures, delivery, paper specifications and scheduling process.

Each vendor, including KK Stevens Publishing out of Illinois, confirmed that the submitted pricing was for the specified paper as outlined in the bid, and included delivery of the brochures to the Pontiac Michigan Post Office with the overruns delivered directly to DPS on Ajax Drive. Further, KK Stevens noted that with their extensive paper vendor network and research performed when submitting the bid they did not anticipate any price changes due to manufacturer increases. KK Stevens reported acceptable scheduling procedures for the City's planning purposes.

The typical newsletter is 32 pages, and KK Stevens Publishing is the lowest qualified bidder based upon their pricing, at a unit price of \$0.38 per newsletter, with an estimated extended price of \$5,161 including the 2% runoff to be delivered to DPS on Ajax Drive. Given the follow-up discussion and all-inclusive pricing confirmation, the City has no reason to disqualify them from award.

Therefore, staff and I would respectfully request that Council award the contract for the printing and mailing of the Recreation Brochure/Newsletter to KK Stevens Publishing at the unit prices indicated for a two year contract term through June 12, 2025, with option to extend thereafter upon written agreement of the parties, allowing for documented postage and paper increases if the market becomes too volatile, and also allowing for lower cost production at the City's sole discretion based upon paper cost and availability.

Council is also requested to authorize the City to proceed to the second or third low vendors, Litho Printing or Accuform respectively, in the unlikely event that the contract with KK Stevens Publishing is cancelled for lack of performance.

Please let me know if you have any questions or concerns. Thank you for your consideration.

BID SUMMARY						
#1067 - Printing and Mailing of City Newsletter						
Bid Opening Date: 05/23/231						
No. of bids sent: 130 Vendors who downloaded documents: 31 No. of bids received: 7						
Full color 8.5x11, #50 uncoated offset 92 bright paper						
All prices shown per thousand (13,377 plus 2% runoff newsletters total)						
Staff recommends award to low responsive bidder KK Stevens Publishing						
VENDOR		24 page	28 page	32 page	36 page	Cost of each
		newsletter	newsletter	newsletter	newsletter	add'l 4 pgs
KK Stevens Publishing	year 1	\$343.15	\$361.72	\$378.26	\$497.84	\$57.19
Astonia IL	year 2	\$360.30	\$379.80	\$397.17	\$522.73	\$60.05
Litho Printing	year 1	\$350.00	\$390.00	\$420.00	\$493.00	\$73.00
Eastpointe	year 2	\$385.00	\$429.00	\$462.00	\$543.00	\$81.00
Accuform	year 1	\$370.28	\$416.71	\$469.07	\$495.86	\$49.75
Detroit	year 2	\$385.12	\$433.38	\$487.85	\$515.67	\$51.76
BRD Printing	year 1	\$470.16	\$556.17	\$565.51	\$684.70	\$93.43
Lansing	year 2	\$494.90	\$585.44	\$595.27	\$720.74	\$103.81
Arbor Press	year 1	\$505.00	\$570.00	\$635.00	\$700.00	\$65.00
Royal Oak	year 2	\$510.00	\$575.00	\$640.00	\$705.00	\$65.00
IP Inland Press	year 1	\$610.57	\$754.33	\$770.65	\$869.08	\$64.00
Detroit	year 2	\$592.25	\$731.70	\$747.53	\$843.00	\$62.08
Image Printing	year 1	\$731.00	\$814.00	\$898.00	\$957.00	\$32.00
Royal Oak	year 2	\$769.00	\$844.00	\$928.00	\$987.00	\$38.00
JUSTIFICATION OF AWARD TO ABOVE NAMED BIDDER						
Is the recommended vendor the lowest qualified bidder? Yes						
Did the recommended vendor quote the lowest price? Yes						
If not, please justify (e.g. Did lowest bidder fail to meet specs? How?)						

VI. PRICING SECTION BID #1067**PRINTING AND MAILING OF CITY RECREATION BROCHURE/NEWSLETTER**

By signing this bid document, vendor attests that all specifications above will be met. Any deviation from specifications must be noted here (add additional sheets as necessary):

Expect 10-12 working day turn time. See attached schedule
disclosure

Name/email/phone of sales representative or production manager who will be assigned to this contract:

Angie Ragle angieragle@kkspc.com 309-329-2151

Proposed vendor for mailing process (US Postal Service or specify source including contact information):

K.K. Stevens Publishing will process for mail thru U.S. Postal Service
(postage not included)

BASE CONTRACT PRICING DETAILS:

Cost to produce and mail a full-color 8.5" x 11" Recreation Brochure/Newsletter, #50 uncoated offset paper 92 bright (recycled option encouraged). PLEASE SEE SECTION V ABOUT REGARDING PAPER MANUFACTURER INCREASE.

(BID UNIT PRICE IS ALL INCLUSIVE INCLUDING PRE-PRODUCTION COMMUNICATIONS/REVIEW, PRODUCTION, PRINTING, SORTING AND MAIL PREPARATION, DELIVERY TO MAIL VENDOR AND DELIVERY OF RUNOFFS TO 801 AJAX DRIVE. **THE CITY WILL PROVIDE POSTAGE VIA ITS BULK US POSTAL PERMIT**)

CURRENT RESIDENTIAL COUNT IS APPROXIMATELY 13,377 PLUS 2% RUNOFF; UNDERRUNS ARE NOT ACCEPTABLE. THERE SHALL BE NO ADDITIONAL CHARGE FOR OVERRUNS.

YEAR ONE:

Cost of a 24 page newsletter: \$ 343.15 per thousand

Cost of a 28 page newsletter: \$ 361.72 per thousand

Cost of a 32 page newsletter: \$ 378.26 per thousand

Cost of a 36 page newsletter: \$ 497.84 per thousand

Cost of each additional 4 pages: \$ 57.19 per thousand

YEAR TWO:

Cost of a 24 page newsletter: \$ 360.30 per thousand

Cost of a 28 page newsletter: \$ 379.80 per thousand

Cost of a 32 page newsletter: \$ 397.17 per thousand

Cost of a 36 page newsletter: \$ 522.73 per thousand

Cost of each additional 4 pages: \$ 60.05 per thousand

COMPANY K.K. Stevens Publishing Co.

SIGNATURE Tim Stevens, VP

NAME/TITLE Tim Stevens, Vice President

ADDRESS 100 N Pearl St, P.O. Box 590, Astoria 16 61501

PHONE: 309-329-2151 EMAIL: timstevens@kkspc.com

DATE: 5/16/23

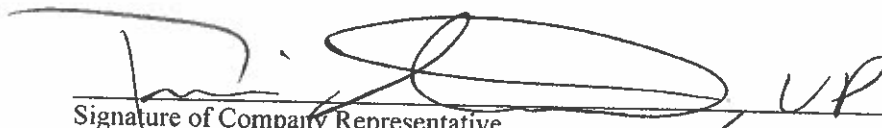
VII. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

(☒) If an award is made to K.K. Stevens Publishing Co.
(Company Name)

it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.


Signature of Company Representative

~OR~

() Our company _____ is NOT interested in extending this contract.
(Company Name)

Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

**VIII. CITY OF MADISON HEIGHTS
QUALIFICATION QUESTIONNAIRE**

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of bidder.

Name of Bidder: K.K. Stevens Publishing Co.

Address of Bidder: 100 N. Pearl St., Astoria, IL 61501

Type of Business Entity: Corporation
(Example: Corporation, Partnership, etc.)

How Long Established: 64 years

Names and Addresses of
All Principals of Bidder:

Tim Stevens, 509 N. Center St., Astoria, IL 61501

Tom Stevens, 511 N. Locust St., Astoria, IL 61501

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

2. List 3 current references from municipalities or public agencies familiar with the work performed by the Bidder and list the name, addresses, telephone number and email of a contact person.

See Attached

3. List 3 current references from private or non-public sources familiar with the work performed by the Bidder and list the name, address, telephone number and email of a contact person.

See Attached

4. If ANY portion of this contract will be subcontracted you must list said subcontractors below, including company name, contact name, address, phone number and email.

None

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.

[Signature] VP
Bidder's or Authorized
Representative's Signature

Vice President
Title of Signatory

Tim Stevens, K.K. Stevens Publishing Co.
Bidder's Printed Name

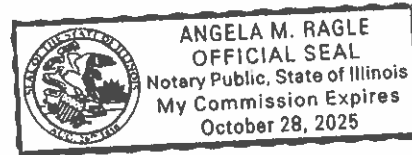
Dated: 5/16/23

Subscribed and sworn to before me on
This 16th day of May, 2023.

[Signature]
Notary Public

County, Michigan

Illinois



NON-COLLUSION AFFIDAVIT**Return this completed form with your sealed bid.**Tom Stevens being duly sworn deposes and says:That he/she is Vice President
(state official capacity in firm)

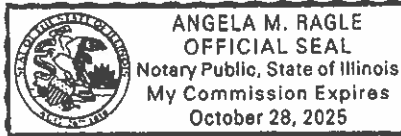
The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly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



(Signature of person submitting bid)

 Subscribed and sworn this 11th day of May, 2023 before me, a Notary Public in and for said County.



Notary Public


My Commission Expires:

October 28, 2025



P.O. Box 590
100 N. Pearl Street
Astoria, Illinois 61501

1-800-344-0819
Voice (309) 329-2151 • Fax (309) 329-2344

Schedule Disclaimer

KKSPC must receive a signed order to approve schedule. Schedule approval is contingent on press and paper availability at time order is accepted by KKSPC.

Schedule cannot be guaranteed less than 60 days prior to actual production. Schedule changes within 60 days of file submission will be accommodated as best we are able but may result in significant delays.

KK STEVENS**PUBLISHING • COMPANY**

PRINTING • BINDING • MAILING

P.O. Box 590
100 N. Pearl Street
Astoria, Illinois 61501**1-800-344-0819**
Voice (309) 329-2151 • Fax (309) 329-2344

REFERENCES

Jeanette Kavanaugh
Heartland Community College
Production Assistant
1500 West Raab Road
Normal, Illinois 61761
jeanette.kavanaugh@heartland.edu (309)268-8164

Dr. Joe Cassidy
College of DuPage
Dean of Continuing Education
425 Fawell Boulevard
Glen Ellyn, Illinois 60137
cassidyj1180@cod.edu (630)942-2067

Jason Price
Community College of Allegheny Co.
Marketing & Public Relations Department
800 Allegheny Avenue
Pittsburg, Pennsylvania 15233
jprice@ccac.edu (412)237-3145

KK STEVENS**PUBLISHING • COMPANY**

PRINTING • BINDING • MAILING

P.O. Box 590
100 N. Pearl Street
Astoria, Illinois 61501**1-800-344-0819**
Voice (309) 329-2151 • Fax (309) 329-2344

REFERENCES

Shelby McDonald
Waukegan Park District
2000 Belvidere Road
Waukegan, Illinois 60085
smcdonald@waukeganparks.org

(847) 360-4726

Tina O'Connell
Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
woconnell@darienparks.com

(630) 789-666

Bonnie Caputo
Village of Lake Zurich
200 South Rand Road
Lake Zurich, Illinois 60047
woconnell@darienparks.com

(847) 438-5146 x3

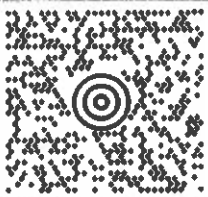
Scaled Bid: #MH ITB-1067
Printing and Mailing of City Recreation Brochure/Newsletter
Attention: City Clerk's Office
Due: 11am Tuesday, May 23, 2023 (EST)

MAILING / SHIPPING
(309) 329-2151
KK STEVENS PUBLISHING CO
100 N PEARL STREET
ASTORIA IL 61501

1 LBS

1 OF 1

SHIP TO:
CITY CLERK'S OFFICE
MADISON HEIGHTS
300 WEST 13 MILE RD
MADISON HEIGHTS MI 48071-1853

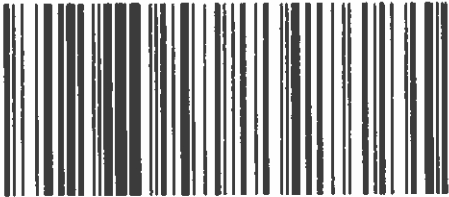


MI 480 9-05



UPS GROUND

TRACKING #: 1Z 622 035 03 7215 4174



BILLING: P/P

REF 1: BID

HS 26 0.6

LP2844 18 01 04/202

Received on

MAY 19 2023

at 2:02 pm



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480982 9432



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/12/23

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

AGENDA ITEM CONTENT: Director of Public Services - Purchase of Portable Hoist System

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$60,000

FUNDS REQUESTED: \$57,955.01

FUND: 592-901-982-0000

EXECUTIVE SUMMARY:

The approved FY 2023/2024 Budget includes funding for the purchase of a portable hoist system for Motor Pool. This equipment is specifically designed to hoist larger equipment, and is intended to augment current operations, as well as serve as an eventual replacement to the two in-ground hoists currently used for this purpose. Several options were considered, and multiple quotes reviewed. It was determined that the Mohawk Wireless Series 800 lift was the most cost-effective option which would appropriately serve our needs. These are available through a Sourcewell cooperative bid, and are sold by Equipment Distributors, Inc. (EDI), who is our current hoist repair and inspection firm.

RECOMMENDATION:

Staff requests that Council approve the purchase of four Mohawk Wireless Series 800 Mobile Column Lifts, and two Support Stands as quoted to Equipment Distributors Incorporated, of Fair Haven, Michigan, through Sourcewell Contract 013020-MRL, in the amount of \$57,955.01. Funding is budgeted and available in the 2023-24 approved budget, and delivery and invoicing will not take place until after July 1.

MEMORANDUM

Item 14.

DATE: June 5, 2023

TO: Melissa R. Marsh, City Manager

FROM: Sean P. Ballantine, Director of Public Services
Dan Yamarino, Motor Pool Supervisor

SUBJECT: Purchase – Portable Hoist System

The approved FY 2023/2024 Budget includes funding for the purchase of a portable hoist system for Motor Pool. This equipment is specifically designed to hoist larger equipment, and is intended to augment current operations, as well as serve as an eventual replacement to the two in-ground hoists currently used for this purpose. The existing hoists are well over 30 years old, and although in fair condition, are showing signs of their age, and will eventually require extensive and extremely costly repairs. From a historic perspective, Motor Pool bays 1 and 2 have already had their in-ground hoists removed in the early '90s due to mechanical failure. Staff has considered this situation, and determined that the best course of action is to employ these portable hoists, and retire the remaining in-ground hoists upon such time as repairs are no longer justifiable from an operational or budgetary standpoint.

These hoists also allow Motor Pool the flexibility to work on a large vehicle wherever it sits, as getting the vehicle into a bay is not always possible, forcing the mechanic to work from ground level. They also provide the ability to lift some of our largest equipment, which cannot currently fit in the Motor Pool bays.

Several options were considered, and multiple quotes reviewed. It was determined that the Mohawk Wireless Series 800 lift was the most cost-effective option which would appropriately serve our needs. These are available through a Sourcewell cooperative bid, and are sold by Equipment Distributors, Inc. (EDI), who is our current hoist repair and inspection firm.

Having performed the necessary due diligence, Staff has found the quote from EDI to be in the best interest of the City, and requests that Council approve the purchase of four Mohawk Wireless Series 800 Mobile Column Lifts, and two Support Stands as quoted to Equipment Distributors Incorporated, of Fair Haven, Michigan, through Sourcewell Contract 013020-MRL, in the amount of \$57,955.01. Funding is budgeted and available in the 2023-24 approved budget, and delivery and invoicing will not take place until after July 1.

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

Equipment Distributors

10099 Radiance Dr.
Fair Haven, MI 48023
586-566-8870
586-566-1415 FAX

**EDI Estimate**

Date	Estimate #
5/17/2023	34617

WWW.EDI.BIZ

Name / Address	Ship To
City of Madison Heights 300 West 13 Mile Madison Heights, MI 48071 Accounts Payable	City of Madison Heights 801 Ajax Drive Madison Heights, MI 48071 Dan Yamarino 248-709-8921

P.O. No.	WORK ORDER #	TERMS	REP
		Net 15	WM

Item	Description	Qty	Total
MOH-MP-8180-...	Mobile Columns Wireless Series 800 18K Capacity per Coulmn. Mohawk MP-8180-A-0830	4	51,130.99T
CHG-CLHM-10-...	Medium height Support stands, 20,000 lbs. capacity (each), adjustable height (30 in. - 52 in.), 1 in. adjustment increments. (1 pair)	2	3,868.02T
Frt	Shipping & Handling, Setup and Training		2,956.00T

Subtotal	\$57,955.01
-----------------	-------------

Sales Tax (0.00)	\$0.00
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Total	\$57,955.01
--------------	-------------



MOHAWK LIFTS

Mohawk Form

Date Quote #

5/17/2023 34617

VENDOR: Mohawk Lifts
 65 Vrooman Ave, PO Box 110
 Amsterdam, NY 12010
 518-842-1431 or 800-833-2006
 Contact:

Equipment Distributors Inc.
 10099 Radiance Dr
 Fair Haven, MI. 48023
 586-566-8870 Fax 586-566-7415
 Michigan Mohawk Service and Support Partner

Buyer

City of Madison Heights
 300 West 13 Mile
 Madison Heights, MI 48071
 Accounts Payable



Sourcewell (NJPA) Contract
013020-MRL
Valid: 04/14/2020 -
04/13/2024

FOB Destination Freight Prepaid	Payment Terms	Lead Time	Rep
	Net 15	Net 15	WM

Item	Description	Qty	Total
MOH-MP-8180-A-08...	Mobile Columns Wireless Series 800 18K Capacity per Coulmn. Mohawk MP-8180-A-0830	4	51,130.99T
CHG-CLHM-10-THF	Medium height Support stands, 20,000 lbs. capacity (each), adjustable height (30 in. - 52 in.), 1 in. adjustment increments. (1 pair)	2	3,868.02T
Frt	Shipping & Handling, Setup and Training		2,956.00T

Agreement of Terms and Conditions _____

DELIVERY AND INSTALLATION

*A fork truck must be supplied by the customer to unload the equipment from the freight carrier at time of delivery and for installation of the lift. If not available, please inquire for other options.

*The customer is responsible for inspecting all items at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing, the customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading.

*Mohawk is not responsible for missing or damaged items when the customer has signed they are in good condition. If any damage to the lift or missing parts or pieces is noted by the installer at the time of installation, it will be the customer's financial responsibility to replace the damaged or missing parts.

*The quoted installation price does not include electrical hook-up or any concrete work that may be required. Electrical and concrete work must be performed prior to the scheduled installation date.

*The quoted installation price is subject to change if the lift is unable to be installed within 30 days after receipt, if the lift is not in new condition, or if shop conditions (lack of adequate concrete, no electrical service, etc) prevent scheduled installation and requires additional return trips.

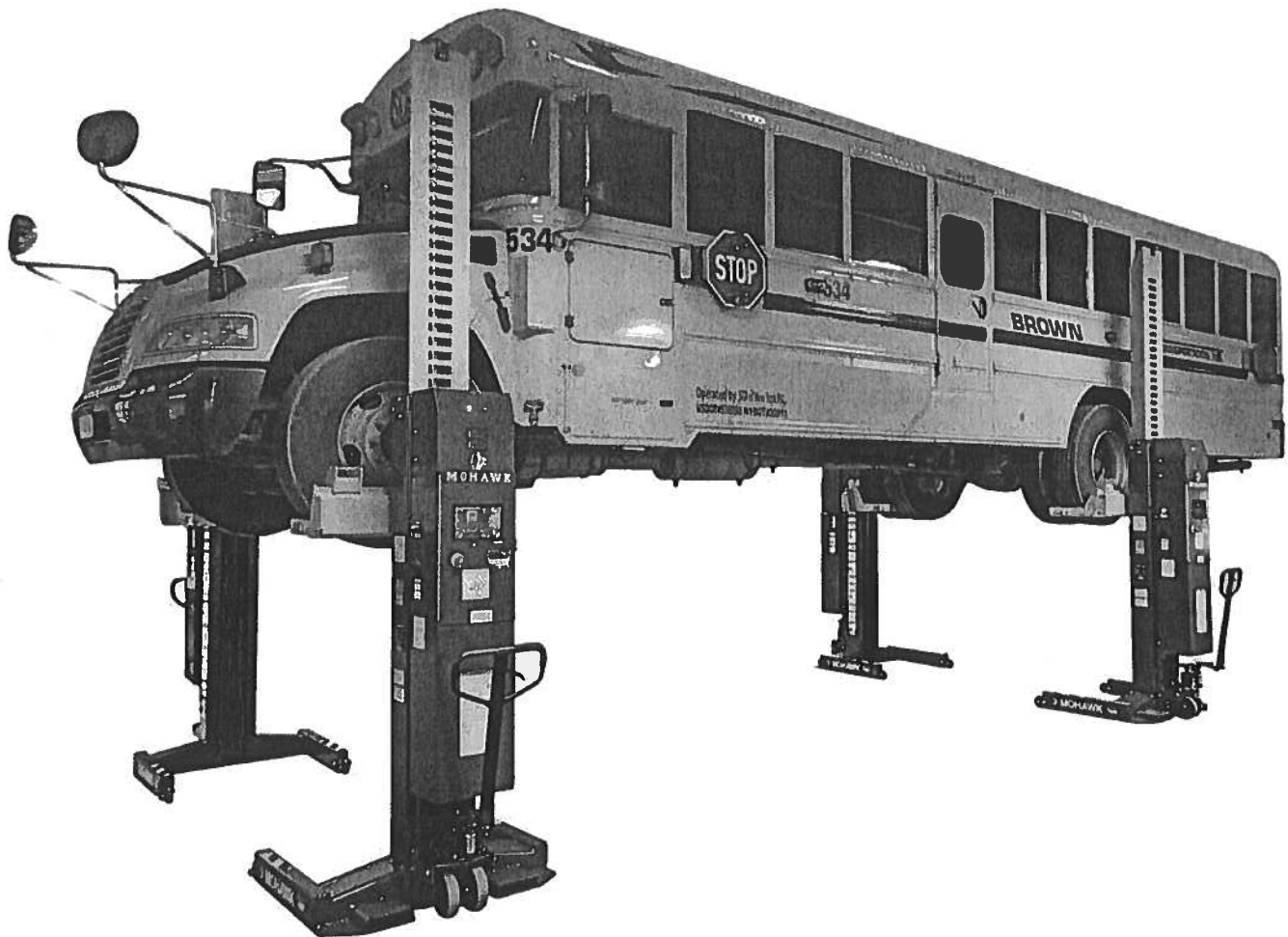
*Any and all permits, brokerage fees, duties, and sales tax are the responsibility of the customer.

Subtotal	\$57,955.01
Sales Tax.	\$0.00
Total	\$57,955.01

MOHAWK LIFTS

Proudly designed, welded & manufactured in the U.S.A.

SEND ME INFORMATION

[Mohawk Lifts](#) > [Browse Vehicle Lifts](#) > [Mobile Column Lifts](#) > [800 Series Mobile Column Lifts](#)

800 Series Mobile Column Lifts

14,000 & 18,000 lb. Capacity per Column

With a per column capacity rating of 14,000 and 18,000 lbs. All columns operate together, individually or can be divided into multiple pairs (2, 4, 6 or 8), with capacities of 56,000 or 72,000 lb for sets of 4. Easily positioned by one person, the MP series lifts can turn any flat area into a productive work bay.

[Overview](#)[Features & Images](#)[Options & Accessories](#)[Specifications](#)

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ARCHITECTS
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**ROUGH & DETAILED SPECIFICATIONS • DATA SHEETS
AUTOCAD LAYOUTS & FOOTPRINTS • SPEC DRAWINGS**

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FIND OUT MORE ABOUT DETAILED COMPETITIVE FEATURES

VIEW THIS INFORMATION AS A PDF



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G Select Language ▼



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/23

PREPARED BY: Greg Lelito, Fire Chief

AGENDA ITEM CONTENT: Purchase of a Sutphen SLR 75 Fire Engine

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$1,200,000.00

FUNDS REQUESTED: 1,480,217.53

FUND: 101-336-985-0000

EXECUTIVE SUMMARY:

See report. This Sutphen SLF 75 Fire Engine is not anticipated to be delivered for 24-26 months. We have currently budgeted \$600,000 a year in FY 2024 and 2025. Adjustments will need to be made in FY 2025 to cover the \$280,217.53 cost difference.

RECOMMENDATION:

Staff and I recommend that City Council approve the purchase of a heavy-duty 75' rear mount aerial ladder (SLR) from Sutphen in the amount not to exceed \$1,480,217.53.

Job Name:			Gazebo Demo and Reconstruction			
Job No:			11160			
Date:			3/17/2023			
Description	Sub	Base Bid	Other	Total	Cost/Ft	Notes
General Conditions		\$ 1,795	\$ -	\$ 1,795	\$ -	
Demo	DKI	\$ 9,800		\$ 9,800	\$ -	Demo and removal of existing Gazebo, lights etc. including dumpster
Carpentry	City	\$ 42,000		\$ 42,000	\$ -	Supply and assembly of new gazebo in existing footprint
Electrical	Max	\$ 4,500		\$ 4,500	\$ -	Cut and cap as well as replacement of existing electrical with new
Sub-Total		\$ 58,095	\$ -	\$ 58,095	\$ -	
Contingency	5%	\$ 8,714				
Brick Paver alteration allowance		\$ 2,500				
Sub Total		\$ 66,809				
FRS Fees	5%	\$ 3,340				
Total		\$ 70,150				
		Replacement of existing brick paver ramp provided as separate price				
		Includes no foundation work				
		Project to be completed with CCC project				

INTEROFFICE



MEMORANDUM

To: Melissa Marsh, City Manager
From: Greg Lelito, Fire Chief
Re: Capital Purchase Engine 723
Date: May 24, 2023
CC: Amy Misczak, HR Director/Purchasing Coordinator

Issue

In preparation for the 2023-2024 Fire Department budget, Fire Department staff evaluated the Department's five-year Capital Improvement Plan (CIP). The 2022–2027 CIP outlined the replacement of the Department's aerial ladder and fire engine. The City aims to replace a fire engine every 25 years and the aerial ladder truck every 30 years. Phase funding was to begin in the 2024-2025 budget year. At the end of the 2026-2027 fiscal year, funding of 1 million dollars for the fire engine and 1.1 million for the aerial ladder was projected to be available to purchase the two new vehicles.

Skyrocketing costs of new fire apparatus have altered our approach to the department apparatus replacement timeline. The demand for new fire vehicles, inflation affecting steel and aluminum, and supply chain issues have impacted pricing. A fire engine today would cost the City nearly 1 million dollars, and replacing the current aerial truck would cost 2 million. To put the increased price in perspective, our newest fire engine, the City purchased in 2019, costs \$603,382. Today, an identical fire engine costs \$935,343, a 43% increase.

Background

Over the past six months, the apparatus committee evaluated several vehicle options to identify the type of apparatus that would improve the Department's operations while considering the financial impact of the escalating cost of purchasing a new fire apparatus. Staff met with numerous manufacturers, attended trade shows, and visited neighboring departments.

After thoroughly evaluating various options and models, the committee focused on a quint-style fire engine. A quint fire engine combines the functions of a traditional fire engine and a ladder truck. It affords us the necessary resources and equipment to respond quickly and effectively to fire and other

emergencies. The quint approach improves our staffing deployment, streamlines our daily operations, and enhances our community fire protection.

The quint-style fire truck provides a ladder truck at all fires in the City. Eliminates the need for multiple emergency vehicles on a fire scene, extending the life of the current ladder truck. A quint has the flexibility to operate in tight spaces and narrow streets. It is furnished with a 75ft. ladder, allowing access to rooftops and elevated areas, and has a larger water tank than the current ladder. These features are in addition to meeting all the standards we have incorporated into our current advanced life support fire engines.

Recommendation

After careful consideration, staff recommends the City purchase a quint fire engine from the Sutphen corporation before June 15th. Sutphen advised us of a price increase from 5% to 7% after that date.

The committee selected Sutphen from numerous manufacturers because of the success of our two previous fire engine purchases, and a Sutphen quint will standardize our fire suppression vehicles. Standardization is essential for operations, training, maintenance efficiency, access to parts, and service.

The City will utilize its inter-local purchasing contract with Houston Galveston Area Council (H-GAC) as we did in our previous fire engine purchases. The H-GAC expedites and makes the procurement process more efficient. H-GAC is a government-to-government cooperative purchasing program allowing the city access to volume purchasing and discounts. The program eliminates delays in writing bid specs and posting bid packages. Staff agreed that Sutphen would provide the City with the best quint fire engine while maintaining fiscal responsibility.

Staff and I recommend that Council award the purchase of a heavy-duty 75' rear mount ariel ladder (SLR) from Sutphen in the amount not to exceed \$1,480,217.53. If approved, the City should expect delivery within 24-26 months.



SUTPHEN

PROPOSAL

TO THE:

Madison Heights Fire Department
 Chief Gregory Lelito
 300 West Thirteen Mile Rd
 Madison Heights, MI 48071

DATE: May 8th, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

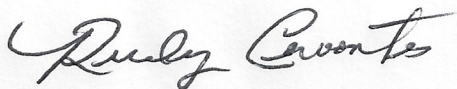
**One (1) Sutphen Heavy Duty 75' Rear-Mount Aerial Ladder (SLR75) Complete and
 Delivered for the Total Sum of \$1,480,217.53**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **24-26** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,



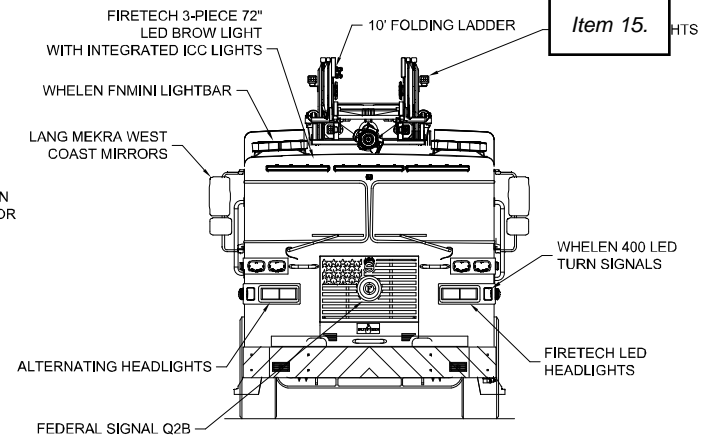
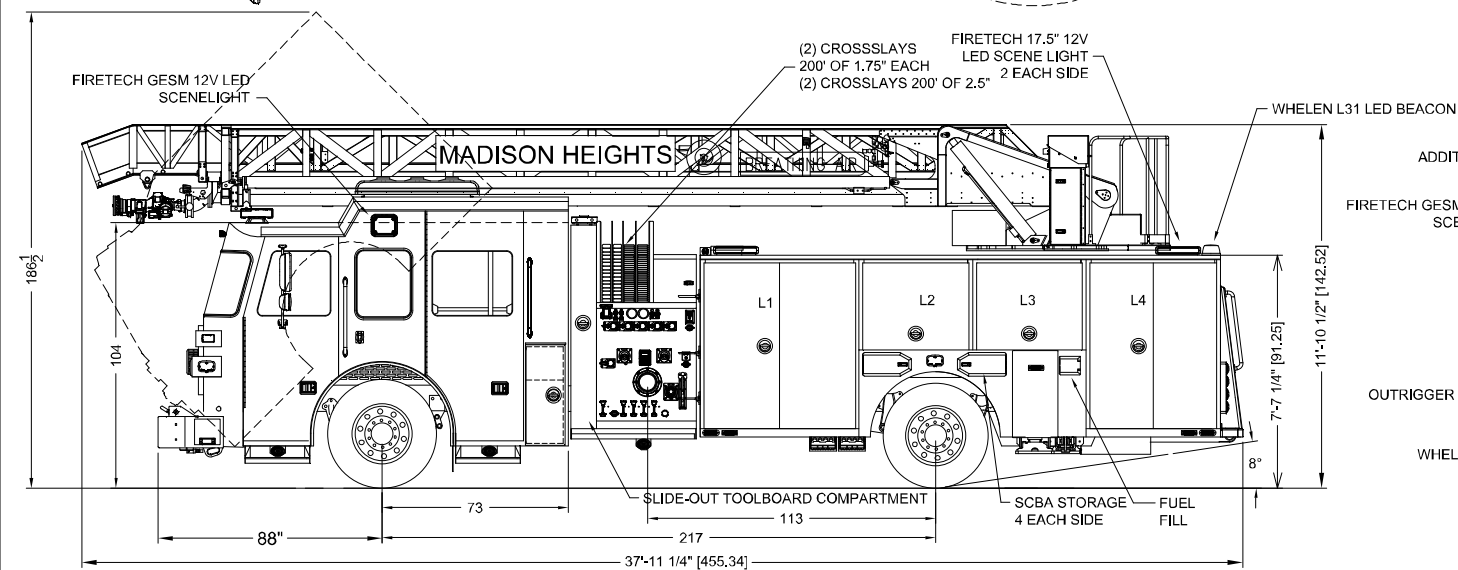
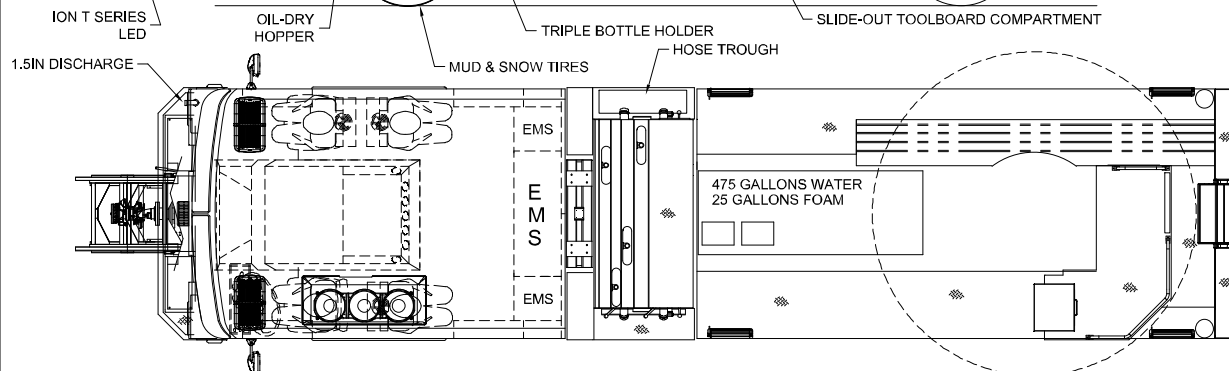
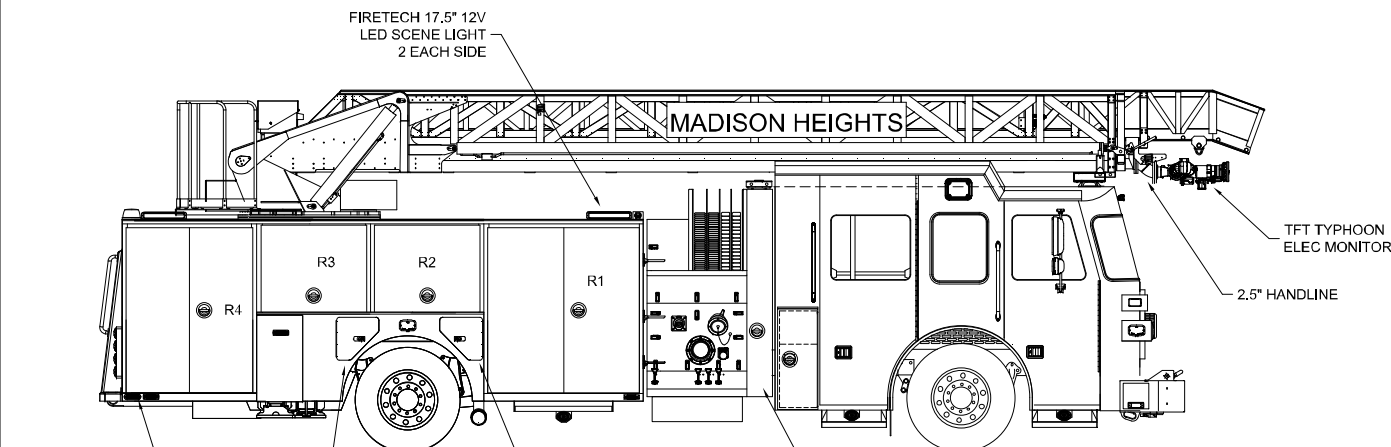
Rudy Cervantes
 Apollo Fire Apparatus Sales and Service
 Authorized Representative for Sutphen Corporation

734-634-2922

Rcervantes@apollofire.com

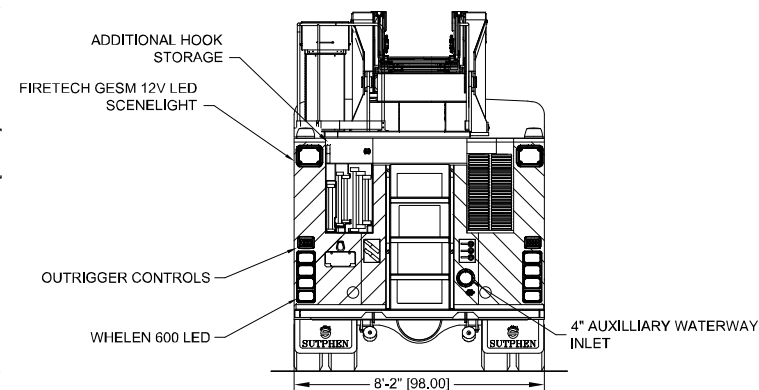
SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1 UPPER	HINGED	55.50"W x 28.00"H	62.12"W x 37.13"H x 10.00"D	13.34 CU. FT.
L1 LOWER	HINGED	55.50"W x 30.00"H	62.12"W x 30.00"H x 23.93"D	25.80 CU. FT.
L2	HINGED	38.00"W x 27.13"H	44.50"W x 36.25"H x 10.00"D	9.33 CU. FT.
L3	HINGED	38.00"W x 27.13"H	44.50"W x 36.25"H x 10.00"D	9.33 CU. FT.
L4 UPPER	HINGED	46.00"W x 28.00"H	50.06"W x 37.13"H x 10.00"D	10.75 CU. FT.
L4 LOWER	HINGED	46.00"W x 30.00"H	50.06"W x 30.00"H x 23.93"D	20.79 CU. FT.
R1	HINGED	55.50"W x 38.00"H	62.12"W x 67.13"H x 23.93"D	57.74 CU. FT.
R2	HINGED	38.00"W x 27.13"H	44.50"W x 36.25"H x 10.00"D	9.33 CU. FT.
R3	HINGED	38.00"W x 27.13"H	44.50"W x 36.25"H x 10.00"D	9.33 CU. FT.
R4 UPPER	HINGED	46.00"W x 28.00"H	50.06"W x 37.13"H x 10.00"D	10.75 CU. FT.
R4 LOWER	HINGED	46.00"W x 30.00"H	50.06"W x 30.00"H x 23.93"D	20.79 CU. FT.
		SLIDING TOOLBOARD X2	6.50"W x 75"H x 23.50"D	6.63 CU. FT.
TOTAL VOLUME				210.54 CU. FT.

ALCO-LITE QUINT
LADDER COMPLIMENT
FL-1 10' FOLDING
PRL-16 16' ROOF
PEL-24 24' 2-SECTION
PEL-35 35' 3-SECTION



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE

DRAWN BY: CAM

DATE: 3/23/2023

MPS. FACILITY: HILLIARD

DWG. NO. HS-XXXX

SUTPHEN

MADISON HEIGHTS FIRE

MADISON HEIGHTS

SLR75

164



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06-12-23

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Information Technology Contract - BPI

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$270,000

FUNDS REQUESTED: \$270,000

FUND: various

EXECUTIVE SUMMARY:

The current services agreement with our Information Technology service provider, BPI expires on June 30, 2023. Working with ITAC and BPI staff has presented a new contract for City Council consideration.

RECOMMENDATION:

ITAC and staff recommends City Council consider a motion to approve the information technology services agreement with BPI Technology for one year from July 1, 2023, June 30, 2024, and with ITAC recommendation, grant City Manager the authority to extend on an annual basis, in writing by both parties.

To: Honorable Mayor and City Council

From: Melissa R. Marsh, City Manager

Date: June 4, 2023

RE: Information Technology Contract

Background

In 2015, the City contracted IT services through a competitive bid and the assistance of Plante Moran Technology Consulting. BPI was chosen as the most responsible and lowest bidder at that time. In 2020, staff worked with ITAC to rebid this service to ensure we received the best service for the best price. Several ongoing service issues were identified and addressed with BPI through this process. As a result, on November 13, 2020, ITAC voted (3-2) to recommend City Council extend the IT contract with BPI for one year.

At the December 1, 2021, ITAC meeting, BPI staff gave an update and their plan for the upcoming year. Based on this feedback, the situations, and responses from BPI related to ongoing issues, ITAC recommended BPI contract be extended for 18 months to consider the City's fiscal year and budget. This 18-month period expired this June 30, 2023.

Issue

During our internal contractor review process, issues have been expressed by all Departments as to the responsiveness of BPI and services being provided. The staff has attempted to address these issues with BPI with mixed results. Therefore, staff approached Enertron, the second lowest bidder from the 2020 bidding process, for a meeting and updated service quote. This updated quote monthly price varies with the agreement's length; however, three years would be \$22,700 per month or \$272,400. We also contacted Auburn Hills, which is serviced by Enertron, and received mixed reviews with reports of similar service as BPI provides Madison Heights. We have also received a proposal for a one-year service extension from BPI for \$22,500 monthly or \$270,000.

Recommendation

Staff scheduled two review ITAC meetings to discuss and review these issues and proposals and have worked with BPI over the past few months to revise the contract to include enhanced security features and service metrics. These service metrics include quarterly meetings with staff and ITAC and measurable performance standards with credit penalties. Based on these meetings and follow-up with BPI, ITAC unanimously approved recommending City Council approve the service agreement with BPI Technology with an amendment including security and quarterly meetings as discussed.

Therefore, staff recommends City Council consider a motion to approve the information technology services agreement with BPI Technology for one year from July 1, 2023, June 30, 2024, and with ITAC recommendation, grant City Manager the authority to extend on an annual basis, in writing by both parties.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of **{07/01/2023}** (the "**Effective Date**"), by and between BPI, with its principal address at 23399 Commerce Dr., Suite B-7, Farmington Hills, MI 48335 ("**BPI**") and the party below ("**City of Madison Heights**").

Client Name: City of Madison Heights
Billing Address: 300 West 13 Mile Road
City: Madison Heights State: Michigan Zip: 48071
Shipping Address: 300 West 13 Mile Road
City: Madison Heights State: Michigan Zip: 48071
Telephone Number: 248-588-1200 Fax Number:
Company Website: www.madison-heights.org
Primary Contact Name: Melissa Marsh
Primary Contact Email: melissamarsh@madison-heights.org
Accounting Contact Name: Linda Kunath
Accounting Contact Email: lindakunath@madison-heights.org

This Agreement consists of this cover page; the attached Terms and Conditions; and the following Schedule(s), which have been agreed to as of the Effective Date: July 1, 2023 June 30, 2024 unless extended on an annual basis, in writing by both parties.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND SCHEDULES) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

BPI:

Client:

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

BPI MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** This Agreement is between **BPI** and the **Client** specified on the cover page of this Agreement. Under the terms of this Agreement, BPI shall provide Client with IT support services as described in one or more mutually agreed Schedules (the “**Services**”).
2. **Services**
 - (a) **Schedules.** The initial scope of Services under this Agreement is described in Schedules executed on or about the Effective Date. The parties may from time to time add to or modify the initial Services by mutual agreement. Services may be added to or modified through an agreed new Schedule or through other formal or informal means (including by means of a request by Client (made verbally, by e-mail, through a BPI online portal, or otherwise) for consulting or support services outside the scope of currently ordered Services, a change order, or Client approval of a quote). BPI shall confirm any informal requests for additional or modified Services by e-mail or other writing. BPI is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Regular Business Hours (as defined below). In all cases, the additional or modified Services will be governed by the terms of this Agreement. The term “Schedule” hereunder refers to both a formal Schedule and to any informal document or communication that specifies the scope and fees of Services provided by BPI.
 - (b) **Hours of Service.** Services will be provided by BPI in one or more of the following windows, as agreed by the parties:
 - **Regular Business Hours.** Regular Business Hours are defined as weekdays between 8:00 a.m. and 4:30 p.m. eastern time.
 - **After Hours Service.** After Hours Service is service and support provided between the hours of 4:30 p.m. and 8:00 a.m. eastern time Monday through Friday, all day (24 hours) on Saturday and Sunday and all day (24 hours) on designated holidays.
 - (c) **Help Desk.** BPI will maintain a centralized “Help Desk” to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into BPI’S client portal, sending an email or by calling via telephone, or in other methods as communicated by BPI to Client from time to time. BPI shall provide at least one person on site during pre-approved leave days or sick days unless preapproved by City Management.
 - (d) **Start Date.** BPI may specify in the Schedule an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; BPI may revise an estimated start date at any time if the assumptions upon which BPI relied in determining its initial estimate change the scope or magnitude of the Services, or if Client fails to provide required information, assistance, and/or decisions.
 - (e) **Warranty Service.** BPI does not provide warranty service for any third-party hardware or software unless expressly agreed in writing by BPI. Client may request that BPI provide certain products and services that are also covered under the manufacturer’s warranty in

order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on the balance of Client's manufacturers' warranty. Client is also responsible for payment for all requested products and services provided by BPI related to the repair, replacement, and maintenance of third-party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

- (f) Compliance. Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.
- (g) Restrictions. Client shall not: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by BPI in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

3. Fees and Payment

- (a) Fees. Client shall pay BPI the fees and other amounts set forth in the Schedule(s). BPI will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately thirty (30) days in advance of the Services. BPI may in its sole discretion require that a portion or all of the invoices for hardware and software purchases be paid in advance of BPI'S ordering of such hardware or software, and/or on a COD basis.
- (b) Rates: For Services provided that are not Managed Services, unless other arrangements are made in advance, BPI'S standard rates will apply, with time billed in fifteen (15) minute increments. BPI may, but is not required to, provide any requested Services. A multiplier of 1.5 times the standard rate for Services will apply for Services provided during After Hours and a multiplier of 2 times the standard rate will apply for Services provided during Holidays. BPI will use reasonable efforts to notify Client in advance of performing any additional Services. Client may acquire in advance a block of hours ("**Block Time**") to use to pay for such Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus appropriate trip charges.
- (c) Terms. Unless otherwise set forth on the Schedule, all invoices delivered by BPI will be due within thirty (30) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. All payments not submitted when due will be subject to interest at the rate of 1.0% per month, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client's agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule. Upon renewal, a user head count will be conducted. The total annual cost will be adjusted to account for the user count on the set date in which the contract is signed and renewed, which will be billed at a monthly fixed cost for the following 12 months. (Appendix B)
- (d) Taxes. Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on BPI'S net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants

that it is a tax-exempt entity and will provide Client upon request with a correct copy of Client's tax-exempt certification.

(e) Expenses. Client shall reimburse BPI for all reasonable out-of-pocket expenses incurred by BPI in connection with this Agreement, including but not limited to travel, lodging, meals, and shipping expenses. All travel must be pre-approved by Client.

(f) Renewals. All fees of BPI are subject to change upon renewal based on BPI'S current fees. Calculation of monthly fees for the calendar year, based on the date of an extension or amendment, are described in 3. (c) Terms.

4. **Authorization to Access Client Devices**. Client hereby authorizes BPI to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files & clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying BPI of a restriction of remote access, connections or management activities related to any managed device.

5. **General Client Requirements**. Client will, at its own cost:

- (a) Cooperate with and assist BPI in the performance of the Services, and interact with BPI in a professional and courteous manner.
- (b) Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials ("**Client Content**"). Client grants to BPI permission to remove or restrict access to obscene, indecent or offensive content made available by a network user or over the internet, and shall not hold BPI liable for any action taken to restrict access to material on Client's network that appear to be in violation of any law, regulation or rights of a third party, including, but not limited to, rights under copyright law and prohibitions on libel, slander and invasion of privacy.
- (c) Provide all necessary information when requesting technical support. This information includes but is not limited to:
 - Name of the end user experiencing issue

- Location of end user and computer
- Contact information for end user
- Detailed description of the issue

(d) If Services are performed at Client's place of business, Client agrees to furnish full and safe access to Client's network and systems for on-site activities by BPI'S employees, including without limitation to make necessary adjustments and changes. Client will also provide adequate parking, internet access, work space, heating and air conditioning, light, ventilation and electricity. Client also agrees: (a) to provide any security passwords necessary for BPI'S employees to perform requested tasks, and (b) that BPI may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to BPI and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to BPI'S negligence, gross negligence, and willful misconduct.

6. Managed Services Client Requirements. For all Managed Services, Client will at its own cost:

- (a) Notify BPI upon the removal of a covered device from the network so that BPI'S remote management and monitoring systems can be updated.
- (b) Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies.
- (c) Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.
- (d) Include (except to the extent that Client wishes to discuss certain aspects of BPI services without BPI present) its BPI account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- (e) Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to BPI.

7. Term; Termination.

- (a) Term. This Agreement is effective beginning the Effective Date and continues for the length of the initial term set forth on the Cover Page. After the end of the initial term, this Agreement may be extended on an annual basis, if agreed to in writing by both parties, unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the then-current term.
- (b) New Services Adjust to Term. If new Services are added to this Agreement, then the term for the Services will begin on the Effective Date of the Schedule for such Services and will end on termination of this Agreement. The parties may extend the term for this Agreement by written agreement in a new Schedule or amendment to this Agreement. Such extended term,

unless otherwise specifically agreed in writing, will apply to all Schedules and Services provided under this Agreement.

- (c) Termination for Breach; Suspension. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after written notice.
- (d) Termination for Insolvency. Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, or merger), or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors.
- (e) Survival. Sections 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

8. Intellectual Property

- (a) Ownership. Client agrees that BPI and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. BPI reserves all rights to the Services and the Software not specifically granted herein.
- (b) Software license. BPI and/or third parties may provide software in connection with the Services. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("**EULA**") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to BPI that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.
- (c) Client Content. Client, at its expense, shall defend or at its option settle any action, suit or proceeding brought against BPI which alleges that any Client Content or that BPI'S access to third party software or hardware required for the Services infringes any third party copyright or patent, or misappropriates a third party trade secret, and shall pay damages finally awarded against BPI, provided that (i) BPI notifies Client promptly in writing of the claim, (ii) Client has sole control of the defense and all related settlement negotiations, and (iii) BPI provides Client with commercially reasonable assistance, information and authority to perform the above at Client's expense.

9. Confidentiality

- (a) Definition. “Confidential Information” means any business or technical information or data that is disclosed by one party to the other party pursuant to this Agreement. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement (and information relating to the negotiation of this Agreement) shall be deemed the Confidential Information of the Parties.
- (b) Confidentiality Obligations. A receiving party agrees: (a) to hold the disclosing party’s Confidential Information in confidence; (b) not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information, except to its employees who have a need to know such information for the purpose of this Agreement; and (c) to protect the disclosing party’s Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.
- (c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.
- (d) Termination. Upon the termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that, with respect to electronic images of Confidential Information, the receiving party’s obligations shall be limited to using commercially reasonable efforts to delete those electronic images from local desktop computer document storage systems and active files on servers but shall not extend to receiving party’s routine information systems backup or document retention programs.

10. Warranty

- (a) Limited Warranty. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. BPI warrants that the Services will be provided in a professional and workmanlike manner, using personnel that are qualified and experienced. In the event that Client provides notice of a breach of the foregoing warranty within sixty (60) days after the delivery of the Services, BPI will, as Client’s sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.
- (b) Disclaimer. BPI does not warrant that the Services will be provided uninterruptedly or error-free. Except to the extent set forth in the Schedule (Appendix A.b.iv), Client agrees that it has the sole responsibility for securing and backing up its data.

11. **Indemnification.** Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts, gross negligence or omissions of the indemnifying party, its agents or employees.
12. **Limitation of Liability.** Client agrees that any liability of BPI or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by BPI from Client under the applicable Schedule during the prior one-year. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. The foregoing limitations of liability shall not apply to property damage, death or personal injury caused by the willful misconduct or gross negligence of a party, or to a party's obligations under Sections 10 and 12. The fees charged by BPI under this Agreement are calculated with specific reference to the level of liabilities undertaken by BPI hereunder.
13. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that such consent shall not be necessary for an assignment made to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such successor agrees in writing to the terms of this Agreement.
14. **Dispute Resolution**
- (a) Negotiation. Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.
- (b) Mediation. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties shall make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.
15. **Other Provisions**
- (a) Security Interest. Client hereby grants to BPI a security interest in any and all hardware and other items purchased by Client from BPI ("**Deliverables**"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to BPI. Client agrees that in the event of default in any payment, BPI shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including reasonable attorney's fees, reasonable engineering fees, and other applicable reasonable costs which BPI incurs as a result of said repossession. Client further agrees to execute any additional

documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

- (b) Publicity. BPI may include Client's name and logo in a list of BPI clients and as a user of the Services.
- (c) Independent Contractors. This Agreement is intended to create an independent contractor relationship between the parties for purposes of federal, state and local law, including the Internal Revenue Code of 1986, as amended. Nothing in this Agreement will be construed or implied to create a relationship of agency, partners, affiliates, joint employers, or joint ventures. BPI is free to do work for other entities during the term of this Agreement so long as it does not conflict with BPI'S obligations hereunder. Neither party will have the power or authority to act for the other in any manner or to create obligations or debts which would be binding on the other.
- (d) Non-Solicitation. Client shall not, directly or indirectly, solicit, hire or retain, nor cause to be solicited, hired or retained as an employee or independent contractor, any BPI employee or former employee employed by BPI in a technical or sales position at any time during the term of this Agreement and for a period of one (1) year following termination of this Agreement; provided, however, this provision does not apply to any former BPI employee who has been employed by another employer for a period of one (1) year. Client agrees that if Client wishes to hire any employee of BPI employed by BPI in a technical or sales position while bound by this section, Client will pay to BPI a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus or (3) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.
- (e) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.
- (f) Integration. This Agreement (including the Cover Page and any Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions, and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. BPI will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.
- (g) Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of law provisions. The parties submit to the jurisdiction of the state sitting in Oakland County, Michigan and/or the federal court sitting in the Eastern District of Michigan, Southern Division, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement.

- (h) Force Majeure. Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by the occurrence of, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, flood or other act of God.
- (i) Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than BPI and Client.
- (j) Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- (k) Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.
- (l) Electronic Signatures. The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.
- (m) Assignment and Transferability. Either party may, without the prior written consent of the other party, assign, transfer, or otherwise convey this Agreement or any of its rights and obligations hereunder, in whole or in part, to any third party, including but not limited to a successor company, affiliate, subsidiary, or any entity acquiring all or substantially all of the assets or business of the assigning party. The assigning party shall provide written notice to the non-assigning party of any such assignment or transfer within a reasonable time. Upon any permitted assignment or transfer, the assignee or transferee shall assume all rights and obligations of the assigning party under this Agreement and shall be bound by the terms and conditions herein.

Appendix A: Services

(a) Core Services

- (i) *Dedicated Support Telephone Access* – We use a Virtual Contact Center, and we provide a dedicated support number to reach our Managed Services team.
- (ii) *Documentation Services* – We implement a very robust document management system.
- (iii) *Best Practice Services* – Clients are asked to review our best practice documentation and we provide adoption of these best practices and ongoing changes to this documentation as required.
- (iv) *Online User Training Portal* – We provide a training portal for common applications and devices that end-users can access and support, custom uploads of training materials can be provided.
- (v) *Ticketing Management & Reporting* – We deploy a robust ticketing system that tracks each item and configuration to provide details on user problems as well as device issues that may be repeating.
- (vi) *Inventory Management* – Devices deployed by BPI will be tracked via our configurations tabs in our ticketing system and these items will be available for review.
- (vii) *Onboard & Offboard Services* – Employee hiring, and termination services are included.

(b) Client Success

- (i) *Automated Updating Services* – All updates that are considered business critical will be applied at a schedule that our senior engineering staff approve.
- (ii) *Quarterly Business Reviews* – 4 quarterly business reviews throughout the fiscal year, with 2 of those being presented to the ITAC Committee.
- (iii) *Microsoft Patch Management* – Scheduled deployment of patches approved by the BPI NOC services team.
- (iv) *Backing up systems* – Backing up of:
 - (i) *Servers*: DHCP (srv-ns01), RDP (srv-rmapp), Print (srv-print), Fire Application (ch-fire-sr-01), Microsoft Azure AD Connect (ch-azure-sr-1), Radius (ch-radius-sr-01), File (srv-pdfile, srv-file1), Financial Software (srv-bsa)
 - (ii) *Domain Controllers* (DC2, DC3, NEWDC)

(c) Help Desk Support

- (i) *Telephone Support* – Endpoint problem support via telephone to our dedicated engineering teams that are available 24 hours a day.
- (ii) *Core Support* – Available during business hours via our call-in support staff, or if business critical via our business-critical alerting systems.

(d) Microsoft 365 Support

- (i) *Tenant Support & Management* – BPI will provide support of the Microsoft 365 tenant for the client and provide level 1, 2, 3 & 4 support for the tenant.

- (ii) *Threat Protection Support* – Alerting and remediation of Microsoft APT and other threat related items provided by Microsoft.
- (iii) *Secure Score Management* – BPI will help increase the client secure score each month with deployment of best practices across the tenant.
- (iv) *Compliance Score Management* – BPI will help increase the client compliance score each month with deployment of best practices across the tenant.

(e) Hardware Services

- (i) Unlimited hardware repairs on failed or malfunctioning devices. Hardware level parts replacement will be based on the ability to disassemble the device.
- (ii) Hardware exchange services for malfunctioning devices via client stock and includes peripheral support as well.
- (iii) Support of devices with mobile data plans and support of those respective vendors.
- (iv) Assisted support for BYOD devices.

(f) Alerting

- (i) NOC Services will provide business day (8am to 4:30pm) alerting response for alerts that are provided by the devices or software monitoring agents.
- (ii) Windows services that are considered business critical in nature will be alerted and remediated by our team.
- (iii) Drive space monitoring & alerts for critical drives (C: / Boot)
- (iv) Microsoft 365 Security & Compliance Alerting & Remediation.

(g) Software Licenses

- (i) BPI Remote Monitoring & Management (RMM) Software License
- (ii) Remote Control License (Windows)
- (iii) SOC/SEIM

(h) Remote Control Support

- (i) BPI's RMM Agent includes a remote-control toolset for Windows and MAC OS devices and is included as part of our services. This allows our help desk team to remote control and provide immediate support to any user with an internet connection.
- (ii) Deployment Services | Deployment of the initial environment will be treated as a project and based upon information provided as decisions are made, we will provide a scope of work and an associated quote for the deployment.
- (iii) Procurement Services | BPI's Inside sales team can provide competitive quotes on hardware and software along with we have relationships with several mobile data providers if needed.

Appendix B: Pricing Schedule

1-Year Pricing: 2 on-site Technicians (8:00am-4:30pm)

Microsoft Operating System Devices: \$140/Device/Month

Servers: \$140/Server/Month

*User count to be determined prior to contract start date.

*User count will be assessed at the end of each quarter and BPI will notify Madison Heights of price change 30 days in advance

2-Year Pricing: 2 on-site Technicians (8:00am-4:30pm)

Microsoft Operating System Devices: \$144.20/User/Month

Servers: \$144.20/Server/Month

*User count will be assessed at the end of each quarter and BPI will notify Madison Heights of price change 30 days in advance.

3-Year Pricing: 2 on-site Technicians (8:00am-4:30pm)

Microsoft Operating System Devices: \$148.53/User/Month

Servers: \$148.53/Server/Month

*User count will be assessed at the end of each quarter and BPI will notify Madison Heights of price change 30 days in advance.

All out-of-scope projects to be quoted separately.

Appendix C: Service Level Agreement

Service Level. Within each Service Agreement, the Parties shall specify such reasonable quantitative levels of performance (“Service Level Standards”) for certain specified Services as are deemed useful. Service Level Measurements and Service Level Standards shall be specified as described in this Article. With respect to each Service which has one or more associated Service Level Measurements, BPI shall provide such Service throughout the Term in such a manner that the associated Service Level Measurements shall meet or exceed the associated Service Level Standards.

Review of Service Levels. Every three (3) months, the parties shall jointly review the Service Level Standards and adjust them to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services.

Failure to Meet Service Levels. (a) If BPI fails to meet a Service Level Standard, Client shall recover the applicable amount specified in each Service Agreement (“Service Level Credits”); (b) BPI shall provide a deduction in an amount equivalent to the calculated monthly Service Level Credit from the next succeeding invoice or other amounts due to BPI. Client shall make the foregoing election within ten (10) calendar days of determining that Service Level Credits are owed it. Each time BPI fails to meet a Service Level Standard, BPI shall: (i) promptly investigate the cause(s) of the failure and deliver to Client a written report identifying such cause(s); (ii) use all Commercially Reasonable Efforts to correct the problem and to begin meeting such Service Level Standard(s) as soon as practicable; and (iii) at Client’s request, advise Client of the status of such corrective efforts; (d) All Service Level Standards and applicable Service Level Credits remain in effect notwithstanding BPI use of Commercially Reasonable Efforts to correct any performance problem; and (e) if any failure to meet a Service Level Standard is directly and solely attributable to a Force Majeure Event or negligent actions or negligent omissions of Client or a breach by Client of this Master Agreement or a Service Agreement, Client shall not be entitled to a Service Level Credit.

Service Level Credits. (1) In each case of a failure to satisfy a Required Service Level, BPI will, within five (5) calendar days from the identification of the deviation from the applicable Service Level Standard, provide to Client a plan of activities which will allow BPI to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, Client shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, provided, however, that the Total Service Level Credits for any given month will not exceed fifty percent (50%) of BPI’s monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); (3) If a single event directly causes the failure to achieve more than one Required Service Level, all applicable Service Level Credits will apply. In such event, and at the sole discretion of the Client, Client may select a reduced quantity of Service Level Measurements that will be used for the calculation of the Service Level Credit. (4) Should Client elect for a monetary service credit, such credits will be reflected in the invoice following month in which the SLA violation(s) occurred.

Method of Calculation for Service Level Credits. (1) If BPI fails to meet or exceed the Required Service Level, SLA Violations will occur, and the SLA State will be assessed as described in this article. The following Service Level Credits will be calculated and represented as a percentage of the monthly charges (excluding Pass-Through Expenses and Special Charges, if any). The following service credits will be due based on the SLA state for the measurement period:

- Achieved = 0% credit
- At Risk = 10% credit
- Missed = 15% credit

Exceptions to Liability for Service Level Credits. BPI shall not be liable to pay the Client Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by Client, provided that Service Provider has provided Client with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of Client or its suppliers, provided that Service Provider has provided Client with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

Service Levels

PRIORITY	DEFINITION	RESPONSE TIME	
	<i>Percentage of requests / incidents</i>	90 %	100%
One - Critical	A problem or issue impacting a significant group of users or any mission critical IT issue affecting a single customer with no acceptable workaround to the problem.	15 min.	30 min.
Two - High	Non-critical but significant issue affecting a single user or an issue that is degrading the performance and reliability of supported IT services; however, the services are still operational and a workaround is available.	30 min.	1 hour
Three - Medium	Priority for routine support requests that impact a single user or non-critical software or hardware error. Productivity may be impacted but not impaired. A workaround may or may not be available.	2 hours	4 hours
Four - Low	A minor service issue, general inquiry or request to modify or add services.	8 hours	Next business day



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/12/23

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Ordinance 2194, Interference with Police

AGENDA ITEM SECTION: Ordinances

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND: n/a

EXECUTIVE SUMMARY:

Recently legal counsel prosecuted a jury trial on an Interference with Police Department charge (Sec. 20-1). The Defendant had been involved in a pedestrian accident where his car struck a bike rider. However, upon officer's arrival on the scene, Defendant repeatedly lied about his involvement in the accident. The Defendant was acquitted by the Jury and unanimously found not guilty of Interfering with the Police because the jury didn't consider his lying illegal under the ordinance as it is currently written.

Therefore, legal counsel prepared this amendment for Council consideration that solidifies what resisting an officer is. This will allow us to hold people accountable when it comes to these situations.

RECOMMENDATION:

Staff and legal counsel recommend City Council adopt Ordinance 2194 on first reading and schedule the second reading for June 26, 2023.

**CITY OF MADISON HEIGHTS
ORDINANCE NO. 2194**

An ordinance to amend ordinance 571 being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 20, Article I, Sec. 20-1 to adopt a new Interference with Police Department code to insure the public health, safety, and welfare.

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

The existing sections 20-1(a) of Article I of Chapter 20 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

CHAPTER 20 – POLICE

ARTICLE I. IN GENERAL

Sec. 20-1. Interference with police department.

- (a) No person shall resist any police officer, any member of the police department, or any person duly empowered with policy authority while in the discharge or apparent discharge of his duty, including providing false information or in any way interfering with, obstructing or hindering him in the discharge of his duty.

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

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