



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
JANUARY 26, 2026 AT 6:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR GERALDS

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

- [2.](#) SEMCOG Grant Presentation - Traffic Calming and Safety Enhancements

PUBLIC HEARINGS:

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [3.](#) City Council Special Meeting Minutes of January 12, 2026
- [4.](#) City Council Regular Meeting Minutes of January 12, 2026
- [5.](#) Proclamation Recognizing International Holocaust Remembrance Day

COMMUNICATIONS:

REPORTS:

- [6.](#) City Manager - Oakland Community Health Network - Mental Health Co-Responder Program Contract
- [7.](#) Director of Public Services - John R Construction Contract
- [8.](#) Board and Commission 2026 Workplans
- [9.](#) Amendments to FY 2025-26 Budget

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

ORDINANCES:

UNFINISHED BUSINESS:

EXECUTIVE SESSION:

ADJOURNMENT

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

DATE: January 8, 2026
TO: City Council
FROM: Melissa R. Marsh, City Manager
SUBJECT: Agenda Comments Regular Council Meeting of Monday, January 26, 2026

PRESENTATIONS:

SEMCOG GRANT PRESENTATION

SEMCOG has awarded the city a grant in the amount of \$180,602 for traffic calming and safety enhancements. City Planner Matt Lonnerstater will make a brief presentation of the project followed by comments by SEMCOG representatives.

CONSENT AGENDA:

PROCLAMATION RECOGNIZING INTERNATIONAL HOLOCAUST REMEMBRANCE DAY

Council is asked to proclaim January 27, 2026 as International Holocaust Remembrance Day in the City of Madison Heights and encourages residents to recognize the crucial role education and remembrance plays in combating antisemitism, hatred and intolerance.

REPORTS:

CITY MANAGER – OAKLAND COMMUNITY HEALTH NETWORK - MENTAL HEALTH CO-RESPONDER PROGRAM CONTRACT

Council is asked to consider the proposed contract extension with Oakland Community Health Network (OCHN) for October 1, 2025, through September 30, 2026, period. This contract covers Madison Heights' participation in a Mental Health Co-Responder Program through an interlocal agreement with the cities of Ferndale, Hazel Park, and Royal Oak to provide mental health co-response services. This program provides valuable mental health support and improves outcomes for both residents and first responders. Oakland County Board of Commissioners' grant funding is covering the cost of this program through the duration of this contract.

The Police Department and administration recommend approval of the contract extension and Amendment Number 2 with the Oakland County Community Health Network for continuation of the Co-Responder Program through September 30, 2026.

DIRECTOR OF PUBLIC SERVICES - JOHN R CONSTRUCTION CONTRACT

The FY 2025-26 Budget includes accumulated funding for the rehabilitation of John R. Road, from 11 Mile to Dartmouth. As this is a federally funded project, this establishes a partnership between the City and MDOT. MDOT subsequently requires a resolution of Council accepting the funding agreement contract and authorizing its signers by name. Although the contract is based on the engineer's estimate of \$2,895,700, of which the City's portion is an estimated \$1,541,151, bids have come in well under the originally budgeted amount.

Staff recommends that Council approve the Resolution Approving Participation in the Construction Funding Agreement for Contract 25-5600, and authorize Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City

BOARD AND COMMISSION 2026 WORKPLANS

Work Plans for the 2026 calendar year have been submitted for the following boards: Art Boards Crime Commission, Human Relations and Equity Commission, and the Library Advisory Board.

It is recommended that City Council approve the plans that meet their expectations. If plans do not meet Council's expectations for 2026 activity, it is recommended that those plans be sent back to the Board or Commission with directions for revision.

AMENDMENTS TO FY 2025-26 BUDGET

The State of Michigan's Budget Law requires that any budget amendments be approved by City Council. The budget amendments are submitted to ensure that the FY 2025-26 Budget is in compliance with state law. The mid-year budget amendments offer adjustments to align our financial plan with current realities. Updates include adjustments for state revenue sharing reductions, information technology expenditures due to emergency fiber repairs, completion of the HVAC replacement project at the Police Department, and grant receipts and expenditures for the purchase of a public safety drone and gateway signs.

If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 01/26/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: SEMCOG Grant Presentation - Traffic Calming and Safety Enhancements

AGENDA ITEM SECTION: Presentations

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: 101, 202, 203

EXECUTIVE SUMMARY:

SEMCOG Representatives will be in attendance to present to the City a SEMCOG grant in the amount of \$180,602 for traffic calming and safety enhancements.

RECOMMENDATION:

Matt Lonnerstater will make a public presentation of the project, followed by comments from representatives from SEMCOG and Mayor Haines. No formal motion is needed from City Council.

SEMCOG

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

Media Advisory

[View this email in a web browser.](#)

Date: Monday, January 12, 2025

Contact: [Sydney Jackson](#), Communications Specialist II

SEMCOG to Present \$180,602 for City of Madison Heights Bikeway and Pedestrian Safety Project

Traffic Calming and Safety Enhancements within Four Key City Corridors

- **Date:** Monday, January 26, 2026
- **Time:** 6:30 p.m.
- **Location:** Madison Heights City Hall
300 W 13 Mile Rd
Madison Heights, MI 48071

At a special presentation on January 26, regional leaders will come together to celebrate how effective partnerships and collaboration can result in big community wins with wise investments of federal transportation dollars.

Who:

Remarks from officials including...

- City of Madison Heights Leadership
- Oakland County Leadership
- SEMCOG, the Southeast Michigan Council of Governments
- State and Federal Elected Leaders and Staff

What:

- \$180,602 in federal funding from SEMCOG's [Transportation Alternatives Program](#) (TAP) to install four Rectangular Rapid Flashing Beacons (RRFB) and two mid-block mini traffic circles.
 - Two RRFB systems and associated ramps/crosswalks located on Concord Drive
 - One RRFB system and associated ramps/crosswalk on East Whitcomb Avenue
 - One RRFB system and associated crosswalk on East 11 Mile Road
 - Two mid-block mini traffic circles on Wolverine Street

Why:

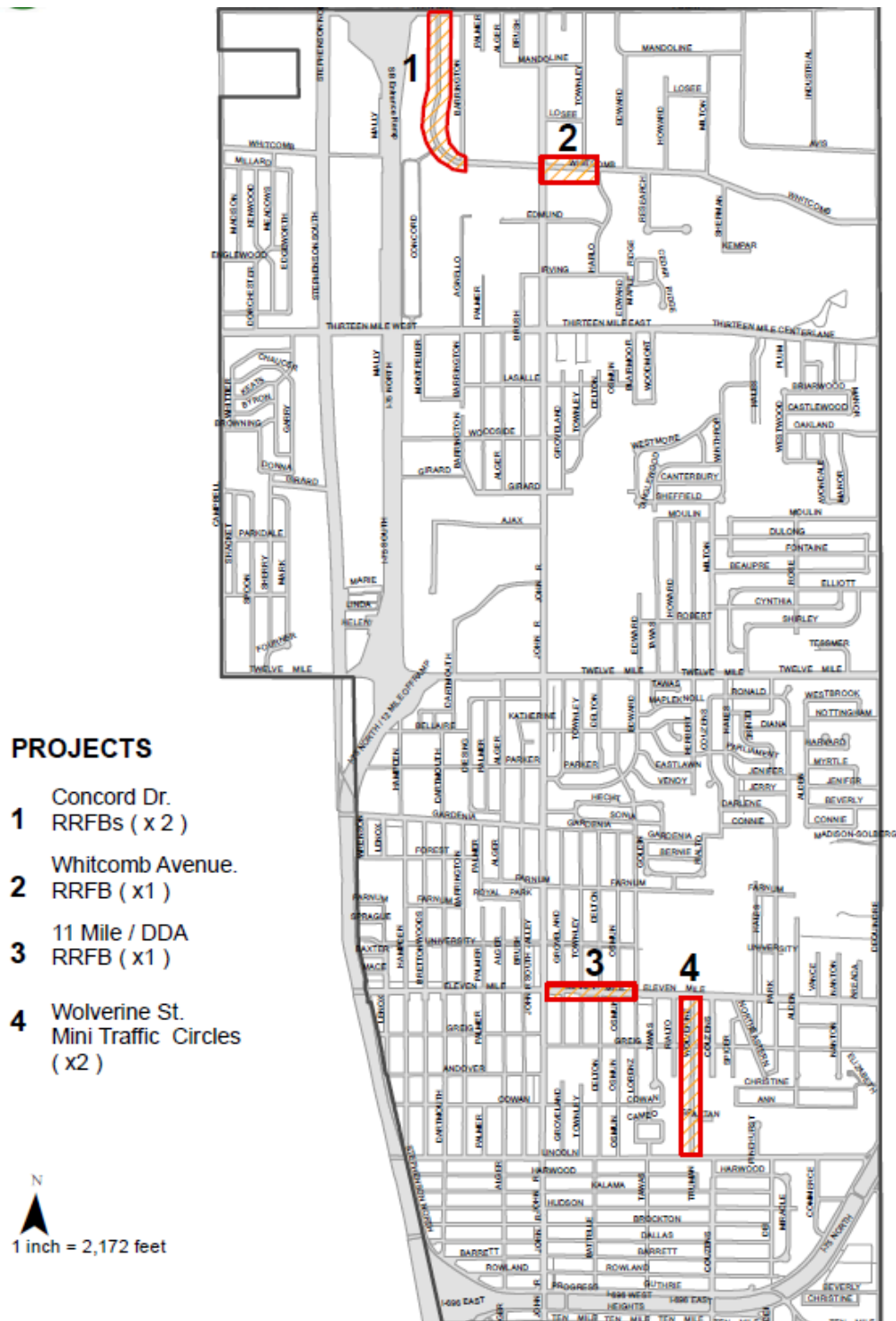
- Traffic calming and access management techniques make travel safe and efficient for all transportation system users.
- A safe, efficient non-motorized pathway system provides links to various land uses throughout the city and gives residents choices about their modes of travel.
- Crosswalks and ramps ensure compliance with ADA standards.

How:

Item 2.

- Projects like this are funded through important federal programs and selected by local elected leaders through SEMCOG's Regional Review process.

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City of Madison Heights Rectangular Rapid Flashing Beacon (RRFB) and Mini Traffic Circle Improvements

SEMCOG is a regional planning partnership of governmental units serving 4.8 million people in the seven-county region of Southeast Michigan striving to enhance the region's quality of life.

SEMCOG will ensure that qualified individuals shall not, solely on the basis of their disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any of its programs, services, or activities as provided by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

Accommodations at SEMCOG meetings

SEMCOG offers reasonable accommodations for persons with disabilities. Persons in need of auxiliary aids or services, such as interpretation services, are asked to contact SEMCOG with at least 72 hours (three business days) in advance of the meeting.

SEMCOG regularly documents its meetings and events with photos/videos. If you attend, your image may be used in future promotional materials. This may include - but is not limited to - social media, printed material, YouTube videos, and more.

Thank you for your understanding, and [please contact us](#) to let us know if you would prefer not to be photographed.



SEMCOG - Southeast Michigan Council of Governments
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[Website](#)

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Community College

Frank Viviano
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Macomb Township

Amy O'Leary
Executive Director



City Council Special Meeting
Madison Heights, Michigan
January 12, 2026

A City Council Special Meeting was held on Monday, January 12, 2026 at 6:00 PM at City Hall
- Lindell Ross Executive Conference Room, 300 W. 13 Mile Rd.

PRESENT

Mayor Corey Haines
Mayor Pro Tem William Mier
Councilwoman Toya Aaron
Councilman Sean Fleming
Councilor Laurie Gerald
Councilor Emily Rohrbach
Councilor Quinn Wright

ALSO PRESENT

City Manager Melissa Marsh
City Attorney Larry Sherman
Deputy City Manager/City Clerk Cheryl Rottmann
Special Legal Counsel Gary Klein
Special Legal Counsel Mike Stag (via teams)
Department of Public Services Director Sean Ballantine

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

**CM-26-01. Pending Litigation RE: Aqueous Film-Forming Foams Products
Liability Litigation - Docket No. 2:18-MN-2873-RMG**

Motion to enter Closed Session to discuss Pending Litigation in RE: Aqueous Film-Forming Foams Products Liability Litigation - Docket No. 2:18-MN-2873-RMG which is permitted under Section 8 of the Opens Meeting Act.

Motion made by Councilor Wright, Seconded by Mayor Pro Tem Mier.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

ADJOURNMENT:

Having no further business, Mayor Haines adjourned the Special City Council meeting at 6:29 p.m.

City Council Regular Meeting
Madison Heights, Michigan
January 12, 2026

A City Council Regular Meeting was held on Monday, January 12, 2026 at 6:30 PM at City Hall
- Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Corey Haines
Mayor Pro Tem William Mier
Councilwoman Toya Aaron
Councilman Sean Fleming
Councilor Laurie Gerald
Councilor Emily Rohrbach
Councilor Quinn Wright

ALSO PRESENT

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

Councilman Fleming gave the invocation and the Pledge of Allegiance followed.

CM-26-02. Additions to the Agenda.

Motion to add to the agenda, under Reports, Pending Litigation in RE: Aqueous Film-forming Foams Products Liability Litigation - Docket No. 2:18-MN-2873-RMG.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

PRESENTATIONS:

2025 Holiday Light Awards

On behalf of the Active Adult Advisory Board and Beautification Committee, Department of Public Services (DPS) Director Sean Ballantine announced the 2025 Holiday Lighting Award winners, as follows: First Place Winner: 813 East Kalama Avenue and Second Place Winner: 27784 Townley Street. He then shared a PowerPoint presentation of the winner's and nominees outstanding displays and presented each winner with a certificate of appreciation. He also noted that in July, there will be a Summer Beautification awards for residents to participate in and nominations are due to the Active Adult Advisory Board in June.

Historical Commission - City of Madison Heights 70th Anniversary Proclamation

Historical Commission Council Representative, Mayor Pro Tem Bill Mier, read the Oakland County Board of Commissioner's Proclamation honoring the 70th Anniversary of the City of Madison Heights.

MEETING OPEN TO THE PUBLIC:

Martha Covert, resident, praised City Manager Marsh for the job she did on the strategic planning budget meeting as well as the Department Heads for the work that they do.

Dennis Tomasin, resident, congratulated Mayor Haines on his election. He spoke regarding water rates, asking the city to please keep in mind those on a fixed incomes and requested that residents be forewarned of future rate increases so they can prepare adequately.

CM-26-03. Consent Agenda.

Motion to approve the Consent Agenda as read.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-04. Library Advisory Board - Adoption of Updated Library Internet Safety Policy.

Motion to adopt the updated Library Internet Safety Policy as presented.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-05. 2026 Poverty Exemption Resolution and Application.

Motion to adopt the 2026 Poverty Exemption guidelines, application and resolution, as follows:

**RESOLUTION ADOPTING
POVERTY EXEMPTION GUIDELINES**

WHEREAS, Public Act 253 of 2020, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, requires that the governing body of the local assessing unit determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets,

referred to as “Poverty Exemptions.”

THEREFORE, BE IT RESOLVED that in order to be eligible for poverty exemption in the City of Madison Heights, a person shall do all of the following on an annual basis:

1. Be an owner of and occupy as their principal residence the property for which the exemption is being claimed. The applicant cannot be the renter liable for the taxes. The property cannot be owned by a business entity.
2. The applicant must file a fully complete application (Form 5737) and provide all required and requested tax returns and documentation – listed in below item 6.
3. The applicant must meet the Income Guidelines which are the Federal Poverty Guidelines updated annually by the United States Department of Health and Human Services.
4. The applicant must meet the Asset Guidelines as approved by the Madison Heights City Council.
5. File a claim with the Board of Review on a form provided by the **City Assessor’s Office**. The form must be filled out in its entirety and returned in person. Handicapped or infirmed applicants may call the **Assessor’s Office** to make necessary arrangements for assistance.
6. Provide copies of documents for applicant, spouse, and/or all others that are residing in the homestead. **Must** submit last year’s copies of the following or indicate “N/A” (not applicable) on application checklist:
 - a. Completed Form 5737, Application and Affirmation for MCL 211.7u Poverty Exemption;
 - b. Valid Michigan Driver’s License or other legal form of photo identification for all persons in the household;
 - c. Completed IRS form 4506-T (Department of Treasury IRS Request for Copy of Tax Return) and any/all correspondence from the IRS; Federal Income Tax Return – Fully complete, signed copy of what was filed with the United States Internal Revenue Service (IRS);
 - d. State Income Tax Return - Fully complete, signed copy of what was filed with the State of Michigan Department of Treasury;
 - e. If any of the applicants are not required to file a Federal or State Income Tax return Form 4988, Poverty Exemption Affidavit, must be provided for ALL persons that are not required to file income tax;
 - f. Michigan Homestead Property Tax Claim Form MI-1040CR. This completed form is required regardless of your requirement to file income tax returns;
 - g. Bank and/or credit union monthly statements for the prior 12 months (as of the date of application) of ALL checking and savings accounts;
 - h. Social Security Administration annual benefit statement (end of prior year total benefit);
 - i. Cash benefit statement;
 - j. Non-cash benefit statements such as Medicaid, WIC, food assistance and school lunches;
 - k. W-2’s from employer;

- l. Net receipts from self-employment;
- m. State or Federal checks;
- n. Unemployment benefits statement;
- o. Pension – 1099 statement;
- p. Certificate of deposit statement;
- q. Stocks or bonds statement;
- r. Child support payment statement;
- s. Alimony payment statement;
- t. Insurance or annuity payment statement;
- u. If home was purchased in the prior 2 years, a copy of the loan application and closing statement;
- v. Most recent mortgage verification showing balance of loan plus principal and interest payment amounts;
- w. Second mortgage or equity loan statement;
- x. List and current value of other property currently owned by applicant (includes but not limited to vacant land, second home, rental property, building/property other than the principal residence);
- y. List of equipment, jewelry, antiques, artwork and current value;
- z. State of Michigan registration for all vehicles;
 - aa. Notarized statement of regular contributions OR gifts OR loans from persons not living in the residence (in the last 2 months);
 - bb. List of dividends, interest, and net income from rentals or estates or trusts (in the last 24 months);
 - cc. List of money received from the sale of property such as stocks, bonds, a house, or a car (in the last 2 months).

BE IT FURTHER RESOLVED that applications may be filed only once annually, and if denied, may appeal to the Michigan Tax Tribunal. To claim a poverty exemption, the application, required forms, and all supporting documentation as outlined in the Policy must be submitted between January 1st each year and November 30th (10 days prior to the December Board of Review).

BE IT FURTHER RESOLVED that the applicant's total household income cannot exceed the Federal Poverty Guidelines published in the prior calendar year in the Federal Register set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually.

BE IT FURTHER RESOLVED that meeting the income level guidelines does not guarantee 100% exemption, at their discretion in accordance with the General Property Tax Act 211.7u(5), the Board may grant a full or partial exemption equal to a 25%, 50% or 75% reduction in taxable value.

BE IT FURTHER RESOLVED as required by PA 390 of 1994, all guidelines for poverty exemptions as established by the governing body of the local assessing unit SHALL include an asset level test. The purpose of an asset test is to determine the resources available: Cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. The value of the principal residence is not included in the asset test. The following asset test shall apply to all applications for poverty exemptions:

1. The applicant's household shall not have Liquid (cash) assets in excess of \$8,000, AND
2. The applicant's household shall not have total value of all assets (cash and other non-cash assets) in excess of \$25,000.

Assets greater than what is stated above will result in a denial of the poverty exemption, even if the applicant meets the Income Guideline. The Board of Review may deny any application if the assets are not properly identified.

BE IT FURTHER RESOLVED that the Board may review applications without the applicant being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board or Assessor may have. This means that an applicant could be called to appear on short notice.

1. At this meeting an applicant should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
2. All applicants appearing before the Board will be administered an oath, as follows:

"Do you, _____, swear and affirm that evidence and testimony you will give on your own behalf before the Board of Review is the truth, the whole truth, and nothing but the truth, so help you God."

Applicant responds, "I do" or "I will."

BE IT FURTHER RESOLVED that the designated City Official and the Board of Review must agree as to the disposition of the poverty claim for the exemption to be granted and any successful applicant may be subject to personal investigation by the City. This would be done to verify information submitted or statements made to the Assessor or Board regarding their poverty tax exemption claim. The designated City Official will tape and keep minutes of all proceedings before the Board of Review and all meetings must be held in a municipal building.

BE IT FURTHER RESOLVED that the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year. In reviewing the application and all supporting documentation, the Board of Review will consider an asset test and income test as required by Michigan statute, along with State of Michigan required application form.

BE IT FURTHER RESOLVED that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Madison Heights hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

BE IT FURTHER RESOLVED that to conform with the provisions of PA 253 of 2020, this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-06. City Council Regular Meeting Minutes of December 1, 2025.

Motion to approve the City Council Regular Meeting Minutes of December 1, 2025, with the correction of Councilwoman Aaron's title in the roll call.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-07. City Council Regular Meeting Minutes of December 8, 2025.

Motion to approve the City Council Regular Meeting Minutes of December 8, 2025, as printed.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-08. FY 2026-2031 Capital Improvement Plan.

City Manager Marsh noted that this is an opportunity for Council and the public to see a first glance of what may be included in future budgets and what the capital needs of the city are into the future.

Motion to receive and file the 2026-2031 Capital Improvement Plan.

Motion made by Councilor Wright, Seconded by Mayor Pro Tem Mier.

In response to Councilor Rohrbach's request, City Manager Marsh summarized the Capital Improvement Plan noting that over the next five years, the plan includes a need for \$54 million in capital improvements of anything from watermain to police cars. For next year, \$10.8 million has been requested; however, due to budget constraints, all the items may not actually make it into the final budget, they may be eliminated, deferred or incorporated into the budgeted in phases. City Manager Marsh noted that once Council agrees on the plan, the city can begin to look for grant monies that may be available to supplement the budget. She noted that the largest capital expense are the roads, with neighborhood roads making up 33.3% of capital expenditures and noted that the current road millage will expire this year. Other capital improvement expenditures are comprised of 16.3% for public safety, 6.7% for library and parks and 4% for general government and economic development.

Councilor Rohrbach stated that capital improvements are planned for Gary McGillvray Park and Councilman Fleming added that there are improvements scheduled for the phone system to increase reliability during the current fiscal year. City Manager Marsh noted that improvements are being made throughout the city's park system and we are working with Oakland County to get a park design professional to see what we can do at McGillvray Park; however, due to it sitting on a drain, our options may be limited.

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

CM-26-09. Pending Litigation - RE: Aqueous Film-Forming Foams Products Liability Litigation - Docket No. 2:18-MN-2873-RMG.

Motion to concur with the City Attorney's recommendation to appoint Mike Stag from the Stag Luizza law firm of New Orleans, Louisiana as national counsel and Gary Klein of Cummings, McClorey, Davis and Azho of Livonia, Michigan as local counsel to represent the city's interest in RE: Aqueous Film-Forming Foams Products Liability Litigation in the U.S. District Court for the District of South Carolina, Charleston Division, Docket No. 2:18-MN-2873-RMG on the basis of and for the reasons discussed in Closed Session and authorize the City Manager to execute the necessary documents in relationship thereto.

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

Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

COUNCIL COMMENTS:

Councilwoman Aaron wished a Happy New Year to all; noting time is moving too fast. She wished everyone great peace, good rest and good health. She congratulated the nominees and winners on their Holiday Lights. She stated that in her church, instead of a New Year's resolution, they choose one word to focus on to carry through the year and her word is "ready." She stated that she is ready to listen, learn and show up. Ready to pause before reacting, to ask questions, care about people and not just the problem. Working in mental health, she has learned that our mental health doesn't just touch our mind, its in everything that we do. Mental health affects our relationships, homes, workplaces and how we show up for each other. She stated that the Library Board will be focusing incorporating our mind and our mental health by hosting a speaker series which includes National Nutrition month in March, Mental Health Awareness Month in May and Disability Pride Month in July. She is hoping these conversations will help people utilize tools and resources to support each other and be a place to reach out. She stated that she is ready to lead with heart, grace, common sense, and grow in support.

Mayor Pro Tem Mier stated it was a privilege and honor to accept proclamation from Oakland County on the City's 70th Anniversary at Heritage Room Open House. He noted that he had good conversations with folks that came to the event. The Historical Commission is meeting on Wednesday to finalize goals for the year. He thanked Kevin Wright for his contributions to social media and increasing the following on the Historical Commission page. He wished a Happy New Year to all, stating he is looking forward to this year. He thanked Martha Covert for her comments on the budget, and he stated that we wish we could do everything everyone wants us to do, but unfortunately, we can't due to budget constraints. We are going to need to renew our roads millage, but the renewal won't cover full amount needed.

Councilor Wright stated that he heard some words last night that resonated with him. He hopes that we can focus on laughing with each other rather than at each other. Remember to be good.

City Attorney Sherman wished a Happy New year to all residents.

City Manager Marsh had no comments this evening.

Deputy City Manager/City Clerk Rottmann had no comments this evening.

Councilor Rohrbach reiterated Happy New Year to all. She thanked Dennis Tomasin for coming tonight and talking with us and encouraged him to reach out to staff to make sure there isn't another cause for his increased bill other than the rate increases.

Councilor Gerald's concurred with Marth Covert's comments on the strategic planning meeting, noting that staff provides so much information and it is available to the public as well. She thanked County Commissioner Ann Ericson-Gault for sponsoring lunch for the pantry volunteers. She commented that she attended her first ECC meeting, noting this is an amazing, compassionate group. Her word that was assigned to her at her church for the new year was "open minded" and she is curious to see where that leads her this year.

Councilman Fleming noted that the city is in a consortium with other cities that tries to fight increases that are passed onto us from entities such as GLWA and DTE. He encouraged residents to write to these organizations as well, to voice their displeasure with the rate increases or attend their meetings as they are open to the public as well. He stated that the Master Plan survey had over 800 participants, which is great participation, and thanked those that took the time to look at

our ideas as well as provide input. We will also be having townhalls to talk to the City Planner and Planning Commission to give face to face input to apply to our Master Plan.

Mayor Haines wished all a Happy New Year. He praised Kevin Wright for his social media contributions, noting the Historical Commission page is gaining more traction and he is learning new things every day. Thank you to staff, the strategic planning meeting was fantastic. He thanked City Manager Marsh for her work, assistance and for her knowledge, noting how she keeps City Council well informed to help us to make knowledgeable decisions. We are ready to move the city forward. Thank you Dennis Tomasin for your kind words this evening, we will continue to do our best for the city.

ADJOURNMENT

Having no further business, Mayor Haines adjourned the meeting at 7:19 p.m.

International Holocaust Remembrance Day Proclamation

WHEREAS, the Holocaust was the systematic, state-sponsored murder of six million Jews by Nazi Germany and its collaborators; and

WHEREAS, On January 27, 1945, the Red Army entered the Auschwitz-Birkenau concentration camp, liberating the more than 7,000 individuals who were imprisoned there; and

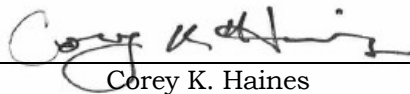
WHEREAS, just day earlier, the Schutzstaffel, commonly known as the SS, forced nearly 60,000 prisoners to evacuate the concentration camp and embark on the infamous Death Marches, which took thousands of innocent lives; and

WHEREAS, on November 1, 2005, the United National General Assembly passed a resolution to designation January 27th as an International Day of Commemoration in memory of Holocaust victims – the day upon which the world will remember the Holocaust and its victims each year; and

WHEREAS, On International Holocaust Remembrance Day and throughout the year, we honor Michigan Holocaust survivors and liberators, and we further encourage all citizens to promote human dignity and positive human relations and equitable outcomes and opportunities in all aspects of community life; now

THEREFORE, BE IT RESOLVED, that the Honorable Mayor and City Council of Madison Heights do hereby proclaim January 27, 2026 as INTERNATIONAL HOLOCAUST REMEMBRANCE DAY in Madison Heights, Michigan; and

BE IT FURTHER RESOLVED, that the Madison Heights City Council condemns Holocaust denial and distortion in all forms; and recognizes the crucial role of education and remembrance in combating antisemitism, hatred and intolerance.



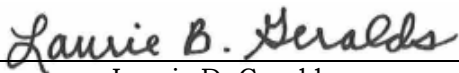
Corey K. Haines
Mayor



Toya Aaron
Councilwoman



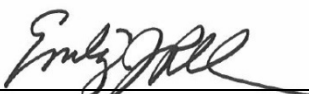
Sean D. Fleming
Councilman



Laurie D. Gerald
Councilor



William J. Mier
Mayor Pro Tem



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 01/26/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Oakland Community Health Network - Mental Health Co-Responder Program

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: 101-301-8180-000

EXECUTIVE SUMMARY:

Attached for Council's review is the proposed contract extension with Oakland Community Health Network (OCHN) for October 1, 2025, through September 30, 2026, period. This contract covers Madison Heights' participation in a Mental Health Co-Responder Program through an interlocal agreement with the cities of Ferndale, Hazel Park, and Royal Oak to provide mental health co-response services. Oakland County Board of Commissioners grant funding is covering the cost of this program through the duration of this contract.

RECOMMENDATION:

The Police Department and administration recommend approval of the contract extension and continuation of the Co-Responder Program, as it provides valuable mental health support and improves outcomes for both residents and first responders. Please let me know if you have any questions or would like additional information.



OAKLAND COMMUNITY HEALTH NETWORK

AMENDMENT AND CHANGE ORDER **OF CONTRACT NUMBER 2024-1952**

AMENDMENT NUMBER 2

EFFECTIVE DATE: October 1, 2025

This Amendment of Contract Number 2024-1952, (hereafter this "Amendment") is made and entered into by and between the **Cities of Ferndale, Hazel Park, Madison Heights and Royal Oak**, (hereafter "Contractor"), and Oakland Community Health Network, (hereafter the "OCHN").

The Parties agree and acknowledge that the purpose of this Amendment is to modify the Agreement as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current Contract (the "Contract"), with the same Contract Number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the Oakland Community Health Network and the Contractor agree to amend the current Contract as follows:

1. Contract Changes:

- 1.1 Effective as of the date of this Amendment, the Contract Number of the Agreement shall be changed from 2024-0277-JUS to 2024-1952.
- 1.2 The Parties agree to extend the Term of the Contract through September 30, 2026 ("Second Extension Term").
- 1.3 The Parties agree to replace Attachment A in its entirety as attached hereto.

2. Miscellaneous Provisions

- 2.1 The Parties agree that any and all defined words or phrases in the current Contract between the Parties will apply equally to and throughout this Amendment.
- 2.2 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be

modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.

- 2.3 The Parties acknowledge and agree that for any and all purposes herein and hereafter, that any and all Oakland Community Health Network ("OCHN") approved, written, amendments to the current Contract, that have been executed between the Parties as provided for in the current Contract, at any time since the Parties entered into their current Contract and the execution of this "Amendment," shall hereafter be defined and referred to as "Prior Amendments."
- 2.4 OCHN and the Contractor agree that the current Contract, as amended by any and all Prior Amendments, as defined above, and this Amendment, set forth the entire contractual agreement and legal relationship between the Parties. In entering into this "Amendment," the Contractor acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by OCHN and/or any OCHN Agent that is not expressly set forth in the current "Contract", any Prior Amendments, and/or this "Amendment", and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter hereof are fully and completely expressed in the current "Contract", any Prior Amendments, and/or this "Amendment." It is further agreed that except for those terms and conditions expressly provided for in the current Contract, any Prior Amendments, and/or this "Amendment", there are no other agreements, understandings, contracts, or representations between the Contractor and either OCHN, any OCHN Agent, the County of Oakland or the State of Michigan in any way related to the subject matter hereof which effect any contractual relationship between the Parties.

The remainder of this page is blank. Signature page follows.

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

For City of Madison Heights

By: _____
 Melissa Marsh
 City Manager
 Address for Notice: 300 West 13 Mile Road, Madison Heights, MI 48071

For City of Ferndale

By: _____
 Colleen O'Toole
 City Manager
 Address for Notice: 300 E Nine Mile Road, Ferndale, MI 48220

For City of Royal Oak

By: _____
 Michael Fournier
 Mayor
 Address for Notice: _____

For City of Hazel Park

By: _____ By: _____
 Edward Klobucher Lisa Mayo
 City Manager City Clerk
 Address for Notice: 111 E. Nine Mile, Hazel Park, MI 48030

For Oakland Community Health Network

By: _____ By: _____
 Trisha Zizumbo, MSA, CHES Robert Blumenfeld
 Chief Operating Officer Deputy Chief Financial Officer
 Address for Notice: 5505 Corporate Drive, Troy, MI 48098

Attachment A
Mental Health Co-Response Team
Cities of Madison Heights, Ferndale, Royal Oak and Hazel Park
January 1, 2024 – September 30, 2026

For Two Mental Health Clinicians

Item	2024 Amount 1/1/24 – 12/31/24	2025 Amount 1/1/25 – 12/31/25	FY25/26 Amount 10/1/25 – 9/30/26
Salary	\$140,000.00	\$137,609.00	\$140,788.00
Fringes (42%)	58,800.00	57,796.00	59,131.00
Laptop	3,000.00		
Ipad	2,000.00		
Cell/MIFI/Ipad	3,092.00	2,854.00	2,500.00
Vehicle Stipend	19,200.00	19,776.00	19,200.00
Other Supplies	2,000.00	2,060.00	604.00
Supervision (6% admin)	13,685.52	\$13,206.00	27,778.00
Total	<u>\$241,777.52</u>	<u>\$233,302.00</u>	<u>\$250,000.00</u>
ARPA Grant Funded Amount*			
	(\$241,777.52)	(\$131,234.00)	(\$250,000.00)
County Funded Grant Amount**			
Total after Grant Funds Applied	<u>\$0.00</u>	<u>\$102,068</u>	<u>\$0.00</u>

*Grant funding provided by Oakland County through the Local Fiscal Recovery Fund (“LFRF”) allocation under the American Rescue Act of 2021 (“ARPA”).

**Grant funding provided by Oakland County through General Funds.

This Agreement acknowledges that ARPA funds will cover all expenses outlined for Co-Responder Clinician A (hired on July 1, 2024) and Co-Responder Clinician B (hired on August 5, 2024) for a period of 12 months from their respective hire dates. Once the 12-month ARPA funding period for each Co-Responder Clinician has ended, any remaining cost will be shared equally among the City of Madison Heights, City of Ferndale, City of Royal Oak and the City of Hazel Park. For 2025, each city’s share will be \$25,517.00 and each department will be billed quarterly at the email addresses below.

Send Invoices to:		
Department	Contact	Email Address
Ferndale Police Dept.	Chief Dennis Emmi	demmi@ferndalepolice.org
Royal Oak Police Dept.	Chief Mike Moore	mikem@romi.gov
Madison Heights Police Dept.	Chief Brent LeMerise	brentlemerise@madison-heights.org
Hazel Park Police Dept.	Chief William Hamel	whamel@hazelparkpd.us

To: Mayor and City Council

From: Melissa R. Marsh, City Manager

Date: January 12, 2026

Subject: Contract Extension with Oakland Community Health Network for Co-Responder Program

On December 5, 2023, City Council approved Madison Heights' participation in a Mental Health Co-Responder Program through an interlocal agreement with the cities of Ferndale, Hazel Park, and Royal Oak. The purpose of the agreement was to jointly contract with Oakland Community Health Network (OCHN) to provide mental health co-response services. At that time, the Oakland County Board of Commissioners approved grant funding to cover the first year of the program.

Although Council approval occurred in December 2023, the program did not become operational until July through September 2024 due to the timing of staff hiring and training by OCHN. The initial contract period was fully funded through Oakland County grant dollars, with that funding ending in August 2025.

In anticipation of the grant expiration, the four participating communities met to discuss continuation of the program. During those discussions, Hazel Park indicated it would not continue participation without additional grant funding. As a result, the partner communities successfully secured an additional year of Oakland County grant funding to support the program from October 1, 2025, through September 30, 2026. The grant for this period is before you for consideration.

This grant-funded contract period will extend beyond the start of the City's FY 2027 budget cycle. Staff will be discussing the long-term continuation of the program beyond this grant period as part of the upcoming budget process. The estimated total cost for the period of October 1, 2026, through September 30, 2027, is \$260,679. If all four communities continue to participate, Madison Heights' estimated share would be \$65,170. This amount would be included in the FY 2027 budget submission and remains subject to change based on partner participation.

Attached for Council's review is the proposed contract extension with OCHN for October 1, 2025, through September 30, 2026, period, along with program usage data provided by OCHN.

The Police Department and administration recommend approval of the contract extension and continuation of the Co-Responder Program, as it provides valuable mental health support and improves outcomes for both residents and first responders. Please let me know if you have any questions or would like additional information.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26

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

AGENDA ITEM CONTENT: Director of Public Services - John R Construction Contract

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$2,046,738

FUNDS REQUESTED: \$1,541,151

FUND: 202-450-988-0443

EXECUTIVE SUMMARY:

The FY 2025-26 Budget includes accumulated funding for the rehabilitation of John R. Road, from 11 Mile to Dartmouth. As this is a federally funded project, this establishes a partnership between the City and MDOT. MDOT subsequently requires a resolution of Council accepting the funding agreement contract, and authorizing its signers by name. Although the contract is based on the engineer's estimate of \$2,895,700, of which the City's portion is an estimated \$1,541,151, bids have come in well under the originally budgeted amount.

RECOMMENDATION:

Staff recommends that Council approve the attached Resolution, approving participation in the construction funding agreement for Contract 25-5600, and authorize Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City.

MEMORANDUM

Item 7.

DATE: January 15, 2026
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: John R. Construction Contract

The FY 2025-26 Budget includes accumulated funding for the rehabilitation of John R. Road, from 11 Mile to Dartmouth. This is a 3R project (Resurfacing, Restoration, Rehabilitation), involving milling down the existing asphalt overlay, performing necessary concrete base repairs, drainage and other structure adjustments, and installing a new asphalt overlay. Sidewalk connections in the adjacent right-of-way will be evaluated and upgraded if found to be deficient from an ADA standpoint.

This project is eligible for a federal funding match, which was applied for and approved through the Oakland County Federal Aid Committee. Such funding establishes this project as a partnership between the City and MDOT. MDOT subsequently requires a resolution of Council accepting the contract, and authorizing its signers by name. Although the contract is based on the engineer's estimate of \$2,895,700, of which the City's portion is an estimated \$1,541,151, bids have come in well under the originally budgeted amount.

Staff recommends that Council approve the attached Resolution, approving participation in the construction funding agreement for Contract 25-5600, and authorize Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City.

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

CITY OF MADISON HEIGHTS

RESOLUTION

WHEREAS, John R. Road from 11 Mile Road to a point north of 12 Mile Road is under the jurisdiction of the City of Madison Heights, is eligible for federal funding, and is in significant need of rehabilitation; and

WHEREAS, the City of Madison Heights has applied for and received funding for the rehabilitation of this portion of John R. Road through the Oakland County Federal Aid Committee, with construction scheduled for the spring of 2026; and

WHEREAS, this project represents a partnership between the City of Madison Heights and the Michigan Department of Transportation (MDOT) as a federally funded MDOT Local Agency Project; and

WHEREAS, MDOT has provided the construction funding agreement for this project, and requires the City to execute same in a timely manner

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approves participation in the construction funding agreement for Contract 25-5600, and authorizes Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City.

DATED:

SIGNED:

CERTIFIED:

STP

DA

Control Section	STU 63000
Job Number	218444CON
Project	26A0078
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5600

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MADISON HEIGHTS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Madison Heights, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 10, 2025, attached hereto and made a part hereof:

Hot mix asphalt surface removal, concrete cold milling, pavement repairs, hot mix asphalt paving, concrete curb repairs, curb ramps and sidewalk along John R Road from 11 Mile Road to approximately 1,281 feet north of 12 Mile Road, including aggregate base, contractor staking and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE"; has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$1,354,549 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA

09/06/90 STPLS.FOR 12/10/25

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MADISON HEIGHTS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



09/06/90 STPLS.FOR 12/10/25

December 10, 2025

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	218444CON
PROJECT	26A0078

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$2,895,700
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,895,700
Less Federal Funds*	<u>\$1,354,549</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,541,151

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

09/06/90 STPLS.FOR 12/10/25

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 01/26/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Board and Commission 2026 Work Plans

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Work Plans for the 2026 calendar year have been submitted for the following boards:

Art Boards
Crime Commission
Human Relations and Equity Commission
Library Advisory Board

RECOMMENDATION:

It is recommended that City Council approve the plan that meet their expectations. If plans do not meet Council's expectations for 2026 activity it is recommended that these plans be sent back to the Board or Commission with directions for revisions.

City of Madison Heights
Calendar Year 2026 Crime Commission Work Plan

Name of Goal/ Project	Benefit if completed	Timeline for completion	Resources needed	Measure of success
Safety Tip Social Media Campaign	To educate the public on how to protect themselves from a crime	Each month throughout 2026	Social Media Accounts	Number of people who commented on, liked the post or shared the post
Police Department Bike Rodeo	Educate Public to Bicycle Safety	June 2026	Educational Materials / Additional Vendors and more bicycle groups	Number of people attending the events and report from Police Chief on Success of the event
Police Dog Demonstration	To educate the public on the importance of the police K-9 units	Early Spring 2026	Location needed to host event and additional departments to bring their K-9 unit	Number of people attending the events and report from Police Chief on Success of the event

In 2025, we had 5 meetings scheduled, the October 2025 meeting we did not meet quorum however a make-up meeting was held in November 2025.

**MADISON HEIGHTS HUMAN RELATIONS AND EQUITY COMMISSION
2026 STRATEGIC PLAN**

Name of Project, Goal	Benefit if completed	Timeline for Completion	Resources needed (staff support, subcommittee, fundraising)	Measure of Success	Priority
Accessibility & Community Resources	Compile community resources into one place and continue adaptive programming.	End of Year	Subcommittee.	Website traffic and increasing program attendance.	Medium
Book Club	Increase exposure to different viewpoints and cultures to Madison Heights and beyond.	End of Year	Subcommittee.	Continue to see interest in the book club book based on circulation and attendance.	Medium
Cultural Celebrations	Participation in cultural celebrations, including but not limited to, Revin' in the Heights and Pride Month.	End of Year	Subcommittees for each event.	Attendance and meaningful community engagement.	High
Juneteenth Scholarship	Assistance to community member to further their education.	Share information with community in early spring with award in June.	Subcommittee.	Increased number of applicants.	Medium

Approved by HREC 11.20.25
Not Yet approved by City Council

City of Madison Heights
Calendar Year 2026 Board and Commission Work Plan
Board and Commission: Arts Board

Item 8.

The Purpose of the Arts Board is to advise the City Council of the needs of the artistic and cultural community, actively encourage programs for the cultural enrichment of the community, including, but not limited to, exhibitions, displays, performances, events, instruction, and other projects. Also, engage community members and local businesses to build a flourishing and vibrant art and cultural environment.

1. Increase Visual Art

- 1.1 Encourage the placement of murals throughout the City
 - a) Repaint the Civic Center Park Sidewalk Mural (May 2026)
- 1.2 Offer communication accessibility to at least one Art Board activity
- 1.3 Create hands-on artistic programs.
 - a) Host pumpkin painting at Harvest Festival (October 2026)
 - b) Host three (3) paint nights throughout Madison Heights parks (Summer 2026)

2. Expand Cultural Community Involvement

- 2.1 Partner with other groups to bring Arts and Culture to the City of Madison Heights
 - a) Collaborate with the HREC in hosting the annual Arts & Pride Picnic (June 2026)
 - b) Host a Halloween-themed event (such as Skelebration Trail) (October 2026)
 - c) Collect Art Kits for Good Fellows during the holiday season (December 2026)
 - d) Plan at least two (2) Art and Craft Swap events at the Library (March & November 2026)
- 2.2 Attend the following City-sponsored events and offer art-related activities.
 - a) Festival in the Park
 - b) Juneteenth
 - c) Tree Lighting
 - d) Harvest Festival
- 2.3 Increase community engagement across all ages
 - a) Order Arts Board Merchandise to bring awareness to the Arts Board, promote Board identity, and fundraise.
 - b) Recruit student representatives to serve on the Board.
 - c) Start Social Media Spotlights on Facebook to highlight and recognize Board members and artists.

3. Manage Live Performances that Bring Madison Heights Together

- 3.1 Host six (6) live concerts (Summer 2026)
- 3.2 Organize at least six (6) Performance Events at various parks, such as:
 - Trail Tunes • Improv Night • Yoga & Meditation • Live Craft Demo
 - Poetry Slam • Open Mic • Karaoke • Dancing under the Stars

City of Madison Heights

Calendar Year 2026 Environmental Citizens Committee Work Plan

The Environmental Citizens Committee meets as needed but generally adheres to a quarterly meeting schedule. Four 2025 meetings were scheduled and held with quorum present. The work plan (below) is divided into three main focus areas, with several specific tasks/activities tied to them.

By way of a quick summary, the Committee is focusing on maintaining/enhancing the City's tree canopy, encouraging native plantings and pollinator habitats, and educating and engaging the residents on the above, as well as exploring avenues to expand the food composting program/apartment recycling programs.

1. Natural Environment and Ecosystems
 - a. Increase the City's tree canopy to a minimum of 40%
 - i. Continue actively pursuing tree grants.
 - ii. Continue tracking and improving metrics to maintain Tree City USA designation
 - iii. Continue budgeting funds as available to support the ROW Tree Replacement Program.
 - iv. Curate and provide education on tree maintenance and care, as well as the overall benefits of trees.
2. Pollinator Protection
 - a. Encourage native plants and pesticide-free pollinator habitats
 - i. Continue the successful Mini-Grant program.
 - ii. Continue hosting plant sales.
 - b. Seed Library
 - i. Continue to source supplies, stock, and promote the Seed Library.
 - ii. Develop and distribute custom native seed packets.
3. Resident and Business Education and Awareness
 - a. Develop a "Green Leaders" program with recognition and awards.
 - i. Support Rachel Harwell at Page Middle School developing a pilot food composting program.
 - b. Research and connect with existing organizations to conduct resident seminars or education pieces.
 - c. Utilize City media outlets to identify and eliminate invasive species.
 - d. Research a pilot educational program to get apartment complexes recycling.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/26

PREPARED BY: Linda A. Kunath, Finance Director/Treasurer

AGENDA ITEM CONTENT: Amendments to FY 2025-26 Budget

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

The State of Michigan's Budget Law requires that any budget amendments be approved by City Council. The budget amendments are submitted to ensure that the FY 2025-26 Budget is in compliance with state law. If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds.

RECOMMENDATION:

If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds.

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
General Fund (101)					
<u>Revenues</u>					
Property Taxes	\$ 27,737,742	\$ -	\$ -	\$ -	\$ 27,737,742
Business Licenses/Permits	589,486	-	-	-	589,486
Non-Business License/Permits	791,734	-	-	-	791,734
Federal Shared Revenues	555,000	600,000	-	-	1,155,000
State Shared Revenues	6,188,770	403,200	-	(131,415)	6,460,555
Other Governmental Revenues	260,610	-	-	-	260,610
County Shared Revenues	39,105	-	-	-	39,105
SMART Shared Revenues	70,019	-	-	-	70,019
Court Revenues	1,552,000	-	-	-	1,552,000
Charges for Services	272,180	-	-	-	272,180
Sales - Miscellaneous	5,950	-	-	-	5,950
Recreation Program Revenues	284,500	-	-	-	284,500
Miscellaneous Revenues	2,237,356	-	-	118,580	2,355,936
Sale of Fixed Assets	97,000	-	-	-	97,000
Departmental Charges	849,441	-	-	-	849,441
Transfers	291,899	-	20,000	-	311,899
(Contr. To)/Use of Fund Balance	436,521	3,568,663	(12,116)	393,953	4,387,021
Total Revenues	\$ 42,259,313	\$ 4,571,863	\$ 7,884	\$ 381,118	\$ 47,220,178
<u>Expenditures</u>					
Mayor & Council	\$ 64,201	\$ -	\$ -	\$ -	\$ 64,201
City Manager	295,902	-	-	-	295,902
Finance	929,617	-	-	-	929,617
City Clerk	467,141	-	-	-	467,141
Information Technology	617,637	220,750	-	97,150	935,537
Insurance	372,490	-	-	-	372,490
Board of Review	2,373	-	-	-	2,373
General Administration	1,314,624	-	-	30,000	1,344,624
Assessing	247,787	-	-	-	247,787
Election	144,538	-	-	25,573	170,111
DPS-Municipal Building	67,384	620,000	-	-	687,384
Legal	481,960	-	-	-	481,960
DPS-Custodial & Maintenance	200,817	-	-	-	200,817
Human Resources	475,684	-	-	-	475,684
District Court	1,595,229	141,505	-	-	1,736,734
Police	14,457,705	190,084	-	109,815	14,757,604
Fire	10,119,061	1,347,000	-	29,969	11,496,030
DPS-Streets	1,155,660	165,896	-	88,611	1,410,167
DPS-Solid Waste	3,034,292	1,046,800	-	-	4,081,092
Community Development	1,266,172	110,000	-	-	1,376,172
DPS-Recreation	376,269	-	-	-	376,269
DPS-Parks	1,466,171	676,000	7,884	-	2,150,055
DPS-Active Adult Center	574,835	46,828	-	-	621,663
Library	1,020,957	7,000	-	-	1,027,957
Pension Obligation Debt Services	1,027,707	-	-	-	1,027,707
Transfer Out	483,100	-	-	-	483,100
Total Expenditures	\$ 42,259,313	\$ 4,571,863	\$ 7,884	\$ 381,118	\$ 47,220,178

Major Streets (202)

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
<u>Revenues</u>					
State Shared Revenues	\$ 2,715,325	\$ -	\$ -	\$ -	\$ 2,715,325
County Shared Revenues	86,086	-	-	-	86,086
Miscellaneous Revenues	-	-	-	-	-
Prior Years Fund Balance	(626,269)	1,492,508	-	-	866,239
Total Revenues	<u>\$ 2,175,142</u>	<u>\$ 1,492,508</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,667,650</u>
<u>Expenditures</u>					
Construction	\$ 1,525,000	\$ 1,492,508	\$ -	\$ -	\$ 3,017,508
Maintenance	166,978	-	-	-	166,978
Traffic Services	191,094	-	-	-	191,094
Winter Maintenance	192,408	-	-	-	192,408
Administration	10,873	-	-	-	10,873
County Roads	88,789	-	-	-	88,789
Transfers	-	-	-	-	0
Total Expenditures	<u>\$ 2,175,142</u>	<u>\$ 1,492,508</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,667,650</u>

Local Streets (203)

<u>Revenues</u>					
Property Taxes	\$ 2,104,690	\$ -	\$ -	\$ -	\$ 2,104,690
State Shared Revenues	1,250,336	-	-	151,295	1,401,631
County Shared Revenues	0	-	-	-	0
Miscellaneous Revenue	50,000	-	-	-	50,000
Transfers In	0	-	-	-	0
Prior Years Fund Balance	(923,731)	-	-	(151,295)	(1,075,026)
Total Revenues	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,481,295</u>
<u>Expenditures</u>					
Construction	\$ 1,956,000	\$ -	\$ -	\$ -	\$ 1,956,000
Maintenance	309,127	-	-	-	309,127
Traffic Services	136,147	-	-	-	136,147
Winter Maintenance	50,740	-	-	-	50,740
Administration	29,281	-	-	-	29,281
Transfers	-	-	-	-	-
Total Expenditures	<u>\$ 2,481,295</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,481,295</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
<u>Parks Maintenance & Improvement Fund (208)</u>					
<u>Revenues</u>					
Miscellaneous	\$ 48,972	\$ -	\$ -	\$ -	\$ 48,972
Prior Years Fund Balance	50,000	-	-	-	50,000
Total Revenues	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 98,972</u>
<u>Expenditures</u>					
Parks Maintenance & Improvement	\$ 98,972	\$ -	\$ -	\$ -	\$ 98,972
Transfers	-	0	-	-	-
Total Expenditures	<u>\$ 98,972</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 98,972</u>
<u>Downtown Development Authority (248)</u>					
<u>Revenues</u>					
Property Taxes	\$ 254,909	\$ -	\$ -	\$ -	\$ 254,909
State Shared Revenues	27,545	-	-	-	27,545
County Shared Revenues	-	-	-	-	-
Miscellaneous Revenue	500	-	-	-	500
Prior Years Fund Balance	(110,789)	725,562	-	-	614,773
Transfers In	-	-	-	-	-
Total Revenues	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 897,727</u>
<u>Expenditures</u>					
Downtown Development	\$ 87,766	\$ -	\$ -	\$ -	\$ 87,766
Capital Outlay	55,000	725,562	-	-	780,562
Transfers	29,399	-	-	-	29,399
Total Expenditures	<u>\$ 172,165</u>	<u>\$ 725,562</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 897,727</u>
<u>Drug Forfeiture Fund (265)</u>					
<u>Revenues</u>					
Other Governmental Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	250	-	-	-	250
Transfers In	-	-	-	-	-
Prior Years Fund Balance	55,250	-	-	-	55,250
Total Revenues	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,500</u>
<u>Expenditures</u>					
Vehicle - State, Patrol Vehicles	\$ 55,500	\$ -	\$ -	\$ -	\$ 55,500
Total Expenditures	<u>\$ 55,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,500</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
<u>Community Improvement Fund (276)</u>					
<u>Revenues</u>					
Federal Shared Revenues	\$ 137,359	\$ -	\$ -	\$ -	\$ 137,359
Prior Years Fund Balance	-	-	-	-	-
Total Revenues	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 137,359</u>
<u>Expenditures</u>					
Community Development	\$ 137,359	\$ -	\$ -	\$ -	\$ 137,359
Total Expenditures	<u>\$ 137,359</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 137,359</u>
<u>Special Assessment Revolving (297)</u>					
<u>Revenues</u>					
Use of Fund Balance	\$ 32,500	\$ -	\$ -	\$ -	\$ 32,500
Total Revenues	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Expenditures</u>					
Construction	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
Transfers Out	2,500	-	-	-	2,500
Total Expenditures	<u>\$ 32,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 32,500</u>
<u>Municipal Building Bond (370)</u>					
<u>Revenues</u>					
Transfers In	\$ 483,100	\$ -	\$ -	\$ -	\$ 483,100
Total Revenues	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 483,100</u>
<u>Expenditures</u>					
Debt Service	\$ 483,100	\$ -	\$ -	\$ -	\$ 483,100
Total Expenditures	<u>\$ 483,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 483,100</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
<u>Water & Sewer Fund (592)</u>					
<u>Revenues</u>					
Sales of Water	\$ 5,938,781	\$ -	\$ -	\$ -	\$ 5,938,781
Sales of Sewer	7,935,461	-	-	-	7,935,461
Charges for Services	45,000	-	-	-	45,000
Miscellaneous	163,800	-	-	-	163,800
Sale of Fixed Assets	12,000	-	-	-	12,000
Department Charges	115,000	-	-	-	115,000
Transfers	-	-	-	-	-
Prior Years Fund Balance	148,434	1,115,500	20,000	-	1,283,934
Total Revenues	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ 15,493,976</u>
<u>Expenditures</u>					
Sewage Disposal	\$ 5,013,019	\$ -	\$ -	\$ -	\$ 5,013,019
Water Purchased	3,085,036	-	-	-	3,085,036
Water System Maintenance	913,120	-	-	-	913,120
Water Tapping & Installation	50,000	-	-	-	50,000
Sewer System Maintenance	658,198	-	-	-	658,198
General Service Building	236,952	-	-	-	236,952
General Administration	1,718,628	-	-	-	1,718,628
Capital Outlay	2,531,610	1,115,500	-	-	3,647,110
Debt Administration	151,913	-	-	-	151,913
Transfers	-	-	20,000	-	20,000
Total Expenditures	<u>\$ 14,358,476</u>	<u>\$ 1,115,500</u>	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ 15,493,976</u>
<u>Department of Public Services (650)</u>					
<u>Revenues</u>					
Contributions - General Fund	\$ 786,922	\$ -	\$ -	\$ -	\$ 786,922
Contributions - Major Streets	63,676	-	-	-	63,676
Contributions - Local Streets	129,151	-	-	-	129,151
Contributions - Water/Sewer	1,425,637	-	-	-	1,425,637
Prior Years Fund Balance	-	-	-	-	-
Total Revenues	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>
<u>Expenditures</u>					
Department of Public Services	\$ 2,405,386	\$ -	\$ -	\$ -	\$ 2,405,386
Total Expenditures	<u>\$ 2,405,386</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,405,386</u>

**CITY OF MADISON HEIGHTS
AMENDED BUDGET
FY 2025-26**

	FY 2025-26 Adopted Budget	FY 2024-25 Carryforward	Prior Approved Amendments	1/26/2026 Amendments	FY 2025-26 Amended Budget
<u>Motor Pool and Equipment Fund (661)</u>					
<u>Revenues</u>					
Contributions - General Fund	\$ 1,164,580	\$ -	\$ -	\$ -	\$ 1,164,580
Contributions - Water/Sewer	96,470	-	-	-	96,470
Fund Balance	-	-	-	-	-
Total Revenues	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
<u>Expenditures</u>					
Motorpool	\$ 1,261,050	\$ -	\$ -	\$ -	\$ 1,261,050
Total Expenditures	<u>\$ 1,261,050</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,261,050</u>
<u>Chapter 20 Drain Debt Service Fund (870)</u>					
<u>Revenues</u>					
Property Taxes	\$ 223,708	\$ -	\$ -	\$ -	\$ 223,708
Total Revenues	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,708</u>
<u>Expenditures</u>					
Services and Charges	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Debt Service	73,708	-	-	-	73,708
Total Expenditures	<u>\$ 223,708</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 223,708</u>

EXHIBIT A
City of Madison Heights
Explanation of Amendments for FY 2025-26

General Fund Revenues (101)	Explanation	Amount	Account Number
Sales Tax Constitutional	State funding decrease	(107,373)	101-023-574-5752
State Statutory/CVTRS	State funding decrease	(24,042)	101-023-574-5753
Donations/Private Contributions	MH Community Foundation Grant Purchase of Drone	29,969	101-044-674-0000
Donations/Private Contributions	Quality Roots Donation for Gateway Signs	88,611	101-044-674-0000
Prior Years Fund Balance	Use of Fund Balance	393,953	101-053-692-6970
Total General Fund Revenues		<u>\$ 381,118</u>	

General Fund Expenditures (101)	Explanation	Amount	Account Number
Information Technology - Contractual S	IT Contract	78,267	101-228-818-0000
Information Technology - Computer Ser	Licenses and Phone Routers	3,376	101-228-818-0000
Information Technology - Computer Eq	Fiber Repair	9,200	101-228-982-0000
Information Technology - Computer Eq	Networking Equipment Upgrade	6,307	101-228-982-0000
General Government - Forms and Printi	City-Wide Newsletter	25,000	101-248-729-0000
General Government - Forms and Printi	Recreation Brochure	5,000	101-248-729-0000
Elections - Contractual Services	Absentee Ballot Scanner Maintenance	11,373	101-262-818-0000
Elections - Contractual Services	High Speed Tabulator Maintenance	14,200	101-262-818-0000
Police - Improvements	HVAC Replacement Project Completion	109,815	101-301-987-0000
Fire - Machinery and Equipment	MH Community Foundation Grant Purchase of Drone	29,969	101-336-982-0000
Streets - Improvements	Quality Roots Donation for Gateway Signs	88,611	101-446-987-0000
Total General Fund Expenditures		<u>\$ 381,118</u>	

Local Streets (203)	Explanation	Amount	Account Number
Gas and Weight Tax	Act 51 increase from State	151,295	203-023-574-5760
Prior Years Fund Balance	Use of Fund Balance	(151,295)	203-053-692-6970
Total Local Streets Revenues		<u>\$ -</u>	