



CITY OF MADISON HEIGHTS

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

CITY COUNCIL REGULAR MEETING AGENDA

NOVEMBER 10, 2025 AT 6:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - MAYOR PRO TEM BLISS

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

PUBLIC HEARINGS:

- [2.](#) Community and Economic Development Director - CDBG Program Year 2026 Public Hearing and Application

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [3.](#) Family Court Awareness Month Proclamation
- [4.](#) Director of Public Services - Edison Park Basketball Court
- [5.](#) City Manager - Reschedule November 24, 2026 Regular City Council Meeting to November 19, 2025
- [6.](#) City Council and Parks and Recreation Advisory Board Workshop Minutes of September 29, 2025
- [7.](#) City Council Regular Meeting Minutes of October 27, 2025

COMMUNICATIONS:

REPORTS:

- [8.](#) City Planner - Special Land Use Request #PSP 25-05 - 28767 Dartmouth St. - Parking as a Principal Use (Postponed from September 8, 2025)
- [9.](#) City Planner - Alley Vacation Request # PEE 25-01 - 17 ft.-wide alley between 601 W. 12 Mile Rd. and 28767 Dartmouth St. (Postponed from October 27, 2025)

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [10.](#) Director of Public Services - Contract Extension - Italia Construction
- [11.](#) Community and Economic Development Director - OLSHA Senior Snow Removal Program
- [12.](#) City Manager - MiLife Health and Wellness Center - Marathon Health Service Agreement

ORDINANCES:

- [13.](#) City Clerk - Ordinance 2208 - Precinct Boundary and Polling Location Changes, Second Reading

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:

ADJOURNMENT

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

DATE: November 6, 2025
TO: City Council
FROM: Melissa R. Marsh, City Manager
SUBJECT: Agenda Comments Regular Council Meeting of Monday, November 10, 2025

PUBLIC HEARING:

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR - CDBG PROGRAM YEAR 2026 PUBLIC HEARING AND APPLICATION

Each year the city submits its Program Year (PY) application to Oakland County for inclusion in their Annual Action Plan to the U.S Department of Housing and Urban Development. Staff recommends funding three project areas:

- Code Enforcement
- Minor Home Repair and
- Public Service (Senior Seasonal Yard Clean-Up)

After City Council conducts the required Public Hearing, staff recommends that City Council authorize the PY 2026 CDBG application as presented to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and authorize the Mayor to execute all documents, agreements or contracts which result from this application to Oakland County.

CONSENT AGENDA:

FAMILY COURT AWARENESS MONTH PROCLAMATION

Council is set to proclaim the month of November as Family Court Awareness Month in the City of Madison Heights and urge our residents to support efforts to increase awareness, promote education, and advocate for reforms that protect children and families.

DIRECTOR OF PUBLIC SERVICES - EDISON PARK BASKETBALL COURT

Due to the overall usage patterns of Edison Park, there is a general surplus of available parking in the recently paved parking lot. Streets/Facilities Coordinator Justin Kowalski brought forward a unique proposal to convert part of this lot into a basketball court. A quote has been solicited from Laser Striping, the sole responsive bidder for the Civic Center Park basketball court project, and the Rosie's Park pickleball courts.

As Laser has been the sole responsive bidder for two recent and similar projects, and has provided excellent results for same, Staff recommends that Council waive the formal bid process and accept the proposal for the Edison Park Basketball Court project to Laser Striping, of Plymouth, in the amount of \$15,500.

CITY MANAGER - RESCHEDULE NOVEMBER 24, 2026, REGULAR CITY COUNCIL MEETING TO NOVEMBER 19, 2025

Given that the State Legislature has not approved House Bill 4538, which would have changed the swearing-in dates for newly elected officials, and considering the new election rules in Michigan that require results are to remain open for nine days following Election Day, we are adjusting our schedule accordingly. Oakland County Elections has notified us that the write-in data and certified election results are expected by November 18th. Based on this timeline, staff recommends rescheduling the City Council meeting originally set for Monday, November 24 to Wednesday, November 19 at 6:30 p.m. This will allow for the official swearing-in of the Mayor and newly elected Council members as soon as certification is complete.

Staff recommends a motion to reschedule the November 24, 2025 Regular City Council meeting to Wednesday, November 19, 2025 at 6:30 p.m.

REPORTS:

CITY PLANNER - SPECIAL LAND USE REQUEST #PSP 25-05 - 28767 DARTMOUTH ST. - PARKING AS A PRINCIPAL USE (POSTPONED FROM SEPTEMBER 8, 2025)

The applicant and property owner, Najor Companies, requests Special Land Use approval from the Planning Commission and City Council under Sections 10.06 and 15.05 of the Madison Heights Zoning Ordinance to develop a drive aisle and parking as a principal use of a residential parcel. The new drive aisle and parking spaces intend to serve a proposed restaurant development on the adjacent site to the west.

The subject property is located at 28767 Dartmouth Street and is zoned R-3, One-Family Residential. Per Section 10.06, parking as a principal use of a residential parcel is subject to Special Land Use approval with additional use-specific standards.

The history of this Special Land Use request is summarized as follows:

- August 19th, 2025: The Planning Commission held a public hearing on the case, after which the Planning Commission recommended denial of the Special Land Use to City Council.
- August 28th, 2025: The applicant submitted revised conceptual plans to address the Planning Commission's recommendation of denial.

- September 8th, 2025: City Council considered the Special Land Use case, including the revised conceptual plans. At this meeting, City Council remanded the Special Land Use and the revised conceptual plans back to the Planning Commission for a new review and recommendation.
- September 16th, 2025: The Planning Commission considered the revised conceptual plans. At this meeting, a motion to recommend denial resulted in a tie vote. This means that the case and the revised plans return to City Council without a formal recommendation from the Planning Commission.

Staff recognizes the importance of the secondary ingress/egress point off Dartmouth to enable the development of the adjacent commercial parcel. The recently-completed diverging diamond interchange at I-75 and 12 Mile Road severely restricts the ability to make left-hand turns from the commercial property onto 12 Mile Road and the ability to directly enter the property from west-bound 12 Mile Road. By allowing access to and from the signalized intersection at 12 Mile/Dartmouth, the proposed drive aisle aims to alleviate these site access issues and provide secondary emergency access to the property. With the original submittal, staff and the Planning Commission cited concerns regarding the lack of landscaping and screening along the southern property line and adjacent to the Dartmouth right-of-way. Further, staff recommended providing a five foot (5') wide sidewalk connection along the northern edge of the subject parcel to allow residents in the surrounding neighborhood to safely walk to the restaurant without needing to walk all the way to 12 Mile Road. The revised concept plans aim to address these concerns, with additional landscaping and a sidewalk connection now being proposed. Additionally, the revised plans removed nine (9) spaces, leaving a total of three (3), and rearranged the parking into parallel parking spaces along the north side of the drive aisle. The "No Right Turn" sign at the exit should discourage exiting vehicles from turning right on Dartmouth into the neighborhood. However, residents have expressed concern about potential traffic back-ups on Dartmouth as drivers queue to exit the new driveway back onto 12 Mile Road. The applicants have submitted a traffic assessment, performed by Cincar Consulting Group (C2G, LLC), which analyzes existing and future conditions of the 12 Mile/Dartmouth signalized intersection. The assessment concludes that the proposed restaurant will have no meaningful increase in traffic compared to the former restaurant, and while the existing alley could theoretically be used to provide access to/from the restaurant, it may result in unsafe conditions due to its single-lane width. Further, the traffic assessment concludes that the proposed two-way driveway, coupled with operational improvements at the signalized intersection at 12 Mile/Dartmouth, will allow for safe and convenient access for customers, employees, and delivery vehicles and allow more vehicles to clear the intersection at each cycle. Future coordination with RCOC and potentially MDOT will be required for any improvements to the existing traffic signal at 12 & Dartmouth. Note that in the absence of a new commercial driveway, the existing 17-foot-wide public alley could continue to be utilized to provide vehicular access to/from the adjacent commercial property.

City Council has the following options pertaining to this Special Land Use case:

- 1) Approve (with or without conditions) the Special Land Use based upon the revised conceptual plan submittal dated August 28th, 2025, and submitted traffic assessment, with appropriate findings.
- 2) Deny the Special Land Use, with appropriate findings.
- 3) Postpone action on the Special Land Use to a date certain.

If Council decides to approve the revised Special Land Use, staff recommends that the conditions of approval listed in the staff memo be included in the motion. If Council decides to deny the Special Land Use, staff recommends the findings listed in the staff memo be included in the motion.

CITY PLANNER - ALLEY VACATION REQUEST # PEE 25-01 - 17 FT.-WIDE ALLEY BETWEEN 601 W. 12 MILE RD. AND 28767 DARTMOUTH ST.

The Community & Economic Development Department has received a request to vacate a 17-foot-wide improved alley right-of-way located between 601 W. 12 Mile Rd. and 28767 Dartmouth Rd. The alley also provides access to the property at 611 W. 12 Mile Road. At the Council meeting of October 27th, City Council postponed action on this item pending the results of a traffic study. The alley vacation request is associated with the previous Special Land Use case.

Per Section 23-109 of the “Streets and Sidewalk and Other Public Places” Ordinance, after the required public hearing (held on October 13th and 27th), City Council may by resolution confirm or reject the alley vacation request.

Council may, via resolution, approve or deny the requested alley vacation. Alternatively, Council may postpone action on the item to a date certain. If City Council moves to approve the resolution vacating the alley, staff recommends the following conditions of approval:

1. A public utility easement shall be retained and recorded over the full width of the vacated alley benefitting the City of Madison Heights and utility companies for the purposes of installing, maintaining, repairing, removing or replacing underground facilities such as but not limited to water, sanitary sewer, and natural gas lines, and overhead facilities such as but not limited to power lines and communication infrastructure.
2. The applicant shall coordinate with the Madison Heights Department of Public Services (DPS), Comcast, DTE, Consumers Energy, AT&T, and any other remaining utility companies with facilities in the existing alley regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final recording.

3. The alley vacation shall be conditioned upon the approval of Special Land Use application #PSP 25- 05.
4. Substantial progress towards vesting the Special Land Use application #PSP 25-05 shall be made prior to recording the resolution. In regards to this resolution, “substantial progress” shall mean obtaining, at minimum, conditional Engineering Plan approval and depositing with the City the required Site Plan Guarantee Bond. The City Planner is authorized to determine if the applicant has complied with achieving substantial progress on the Special Land Use.
5. The items listed above shall be addressed prior to recording the resolution with the Oakland County Register of Deeds. Within thirty (30) days of the aforementioned conditions being fully satisfied, the City Clerk shall record the resolution and any other required documentation with the Oakland County Register of Deeds. The resolution vacating the public alley shall only become effective upon being recorded at the Oakland County Register of Deeds.
6. In the case that the aforementioned conditions have not been satisfied within one (1) year of City Council approval of the resolution, the resolution vacating the alley shall be deemed null and void.

BID AWARDS/PURCHASES:

DIRECTOR OF PUBLIC SERVICES - CONTRACT EXTENSION – ITALIA CONSTRUCTION

The City utilizes a contractor for its annual sidewalk replacement program, as well as pavement and landscape restoration relating to water and sewer maintenance work. For many years, the lowest qualified bidder for this work has been Italia Construction, of Washington Township. On the heels of another successful construction season, Italia has reached out to the City offering an extension of their current 2025 pricing.

Staff recommends that Council approve the contract extension with Italia Construction, of Washington Township, for the 2026 construction season.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR - OLSHA SENIOR SNOW REMOVAL PROGRAM

On September 30, 2025, the City issued Bid No. 1048 for the ARPA Senior Chore Program, funded through the Oakland Livingston Human Service Agency (OLHSA). The purpose of this bid is to provide snow removal services for low-income senior and disabled residents in the city as part of the ongoing Senior Home Chore Program. Staff has identified seventy-two (72) residents who meet the eligibility criteria and qualify for these services.

Staff recommends that council award the Senior Chore Snow Removal Contract to the lowest responsible bidder, Allen’s Landscaping & Lawn Services, LLC, at a unit price of \$35.00 per lot for the 2025-26 snow removal season pending legal review; and to authorize the City to proceed with the next lowest responsible bidder, Luxury Lawn & Snow, at a unit price of \$55.00 per lot,

in the event the contract with Allen's Landscaping & Lawn Services, LLC is terminated due to non-performance or other issues.

CITY MANAGER - MILIFE HEALTH AND WELLNESS CENTER - MARATHON HEALTH SERVICE AGREEMENT

In January 2015, the cities of Madison Heights, Ferndale, and Royal Oak partnered to open the MiLife Health & Wellness Center, located on the lower level of Madison Heights City Hall. The Center was created to provide an alternative, cost-effective primary care option for employees and their dependents, focusing on the Patient-Centered Medical Home (PCMH) model.

Since opening, the Center has maintained strong participation and generated both hard-dollar savings by reduced insurance expenditures and soft-dollar savings of reduced absenteeism and early detection of chronic conditions. Over the past decade, the Center has averaged a 66.9% utilization rate and saved approximately \$325,000 in direct medical costs to the city, along with substantial additional savings for employees.

The City originally contracted with CareHere to operate the MiLife Health & Wellness Center in 2015. Since that time, the company was acquired by Premise Health. Given this transition—and the fact that it has been ten years since the original service provider selection—the participating cities, now including Oak Park and Hazel Park, evaluated other qualified providers capable of delivering these services. Marathon Health emerged as the clear choice, having recently entered into a contract with Oakland County and successfully operating several wellness centers across the State of Michigan.

City Council's is asked to consider the proposed Health Services Agreement between the City of Madison Heights and Marathon Health, LLC. Under this agreement, Marathon Health will assume operation of the MiLife Health & Wellness Center under terms consistent with the existing partnership among Madison Heights, Ferndale, Royal Oak, and Hazel Park. The new agreement continues to provide advanced primary care, wellness, and disease management services, as well as occupational health programs for employees and their dependents. It also includes flexibility for adding new municipal partners through a joinder process and updates provisions related to performance standards, reporting, and cost-sharing among the participating cities.

Staff recommends that City Council approve the Health Services Agreement with Marathon Health, LLC, and authorize the City Manager to execute all necessary documents to continue participation in the regional employee wellness partnership.

ORDINANCES:

CITY CLERK - ORDINANCE 2208 - PRECINCT BOUNDARY AND POLLING LOCATION CHANGES, FIRST READING

Ordinance 2208 adjusts the city's election precinct boundary descriptions, polling locations and precinct numbers. This action is critical for us to comply with state law, accommodate new voting practices, and realize significant long-term cost savings. The need for these adjustments stems directly from state-level reapportionment following the 2020 Decennial Census. Since 2022, the boundaries for several elected offices—including U.S. House, State Senate, State House, and County Commissioner districts—have shifted. Specifically, the City of Madison Heights has been impacted by legal challenges to the state maps, resulting in new legislative boundaries. The revised Michigan House districts took effect in 2024, and our new Michigan Senate District 10 will take effect in 2026. Because every voting precinct in Madison Heights has been impacted by these changes, the Clerk's office is required to mail updated voter registration cards to all registered voters.

In addition to these mandated boundary changes, recent updates to Michigan Election Law now allow us the flexibility to restructure. Due to the expansion of early voting and no-reason absentee voting, the allowable size of an active registered voter precinct has increased significantly, from 2,999 to 4,999. This presents an opportunity for long-term fiscal planning. The State of Michigan will require local governments to replace our current election equipment in Fiscal Year 2027/2028, as the equipment reaches the end of its service life. Local governments have been advised to budget approximately \$15,000 for new equipment per in-person precinct. Therefore, consolidating our precincts will directly result in substantial, long-term cost savings for the city.

Based on changes in voting patterns, updated legislation, and fiscal considerations, the City Clerk and the Election Commission recommend reducing the number of precincts from nine (9) to seven (7). As requested at the October 27th City Council meeting, the ordinance was amended to consolidate voting locations for Precinct 7 (McCann Administration) and Precinct 5 (Library) which will now both be located at the Active Adult Center. The City Charter requires that precinct boundary changes be adopted via ordinance.

The deadline for making these updates must be submitted to the State of Michigan by **January 6, 2026**, to be effective for the August 2026 election; therefore, staff recommends that City Council adopt Ordinance No. 2208, Amending Precinct Boundary Descriptions, Polling Locations and Precinct Numbers, on Second Reading.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/26

PREPARED BY: Giles Tucker - CED

AGENDA ITEM CONTENT: CDBG Program Year 2026 Application

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND: 276-728-818-0000

EXECUTIVE SUMMARY:

Each year the city submits its Program Year (PY) application to Oakland County for inclusion in their Annual Action Plan to the U.S Department of Housing and Urban Development. Staff has provided a memo and ts recommendations for the funding of three project areas:

- Code Enforcement
- Minor Home Repair
- Public Service (Senior Seasonal Yard Clean-Up)

RECOMMENDATION:

After City Council has conducted the required Public Hearing staff recommends that City Council authorize the PY 2026 CDBG application as presented to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and hereby authorize the Mayor to execute all documents, agreements or contracts which result from this application to Oakland County.

PUBLIC HEARING

City of Madison Heights

Notice of Public Hearing – Community Development Block Grant: Program Year 2026 Application

NOTICE IS HEARBY GIVEN that the City of Madison Heights will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held in person on **Monday, November 10th, 2025, at 6:30 pm in the City Council Chambers of the Municipal Building at 300 W 13 Mile Rd, Madison Heights, MI 48071** to hear public comments on the CDBG Program Year 2026 application.

Comments will also be received in writing or in person at the Community & Economic Development Department, 300 W 13 Mile Road, Madison Heights, MI 48071 until 4:30 pm, Thursday, November 6, 2025. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter will be made upon receiving a 72-hour advance notice. All comments should be addressed to Giles Tucker, Community Development Director at gilestucker@madison-heights.org or call (248) 583-0831, including requests for special needs accommodations.

Giles Tucker, Community Development Director, Community & Economic Development Department

Published at www.madison-heights.org , 10/15/2025.

Posted at: Noth Entrance Display Case Madison Heights City Hall 300 W 13 Mile Rd, Madison Heights, MI 48071, 10/9/2025.

MEMORANDUM

DATE: October 24, 2025

TO: Melissa Marsh - City Manager

FROM: Giles Tucker - Community & Economic Development Director

SUBJECT: CDBG Public Hearing & Staff Recommendations for PY 2026 Application

BACKGROUND & PUBLIC HEARING NOTICE

Each year the city submits its Program Year (PY) application to Oakland County for inclusion in their Annual Action Plan to the U.S Department of Housing and Urban Development. The deadline for submitting our Program Year 2026 application to Oakland County is December 5, 2025. A Public Hearing Notice is required at least 10 days prior to the hearing date and must be posted physically at city hall and on the city website. Notice was published at www.madison-heights.org on 10-15-25 and in the north entrance of city hall located at 300 W 13 Mile Rd, Madison Heights, MI 48071 on 10-9-25.

City staff have prepared the PY 2026 CDBG application to include three program areas: Code Enforcement, Minor Home Repair and Public Service. A summary of these programs, including a request for funding from Western Oakland County Meals on Wheels is below:

CODE ENFORCEMENT & MINOR HOME REPAIR

The most critical project area for the city is code enforcement. The CDBG program allows the City to cover the costs of a second code enforcement officer to cover low/mod income areas of the city. Code enforcement activities are important to identifying and eliminating blight and help to maintain home values and improve the quality of life in our neighborhoods. Further, code enforcement also helps to identify projects eligible for the CDBG Minor Home Repair program such as roof, furnace, and water heater replacement projects for up to \$10,000 for income qualifying residents.

PUBLIC SERVICE: YARD SERVICES & MEALS ON WHEELS REQUEST

Public Service Yard Services provides funds to be used to help income qualifying seniors and those with disability by providing a lawn cutting service to them at no charge. This program is advertised at the Active Adult Center and has served around 50+ seniors each year. Starting in Program Year 2024, Oakland capped public service programs to 15% of the total subrecipient allocation. Without supplemental funding sources, this program will see significant service reductions in calendar year 2026. Based on most recent pricing per cut, we will see a drop in the amount of seniors served from 50 to around 30.

On November 3rd, Western Oakland County Meals on Wheels (WOCMM) sent a letter requesting \$10,000 in CDBG funding to help support Madison Heights seniors facing food insecurity. According to this letter they served 225 seniors a total of 20,500 meals. City staff has confirmed with Oakland County CDBG that our PY26 application can include two Public Service programs, but the total program allocation for public service will remain 15% and that the minimum allocation for a program is \$3,500. This means that if City Council desired to provide funding to WOCMM, it would be at minimum \$3,500 and it would take away funding available to seniors on the lawn service program. While staff

recognizes the important work of WOCMM, staff is not in favor of adding this additional service when the senior yard service programs is already being reduced.

CDBG PROGRAM APPLICATION CHANGES: LESS CERTAINTY; COMPETITON FOR LIMITED RESOURCES

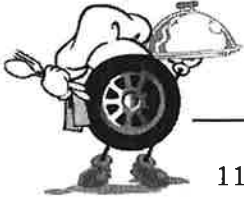
Beginning with this Program Year's application, Oakland County has significantly changed how participating communities are awarded funds for their communities. In the past, an allocation was granted to a community in a manner that was generally predictable which allowed City's to more reliably fund programs. The county has instead moved to a more competitive application process based on scoring criteria and priorities set by the county instead of local communities. While application scoring is a new system, Oakland County CDBG staff has indicated that program types such as Public Facilities and Minor Home Repair will be viewed as more favorable than others like Public Services and Code Enforcement.

STAFF RECOMMENDATION:

After City Council has conducted the required Public Hearing staff recommends that City Council authorize the PY 2026 CDBG application as follows:

1. Code Enforcement	\$103,050.00
2. Public Service- (Senior Seasonal Yard Clean-Up)	\$20,261.00
3. Minor Home Repair	\$30,000.00
Requested Total	\$ 153,311

Staff further recommends that City Council authorize the PY 2026 CDBG application to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and hereby authorize the Mayor to execute all documents, agreements or contracts which result from this application to Oakland County.



WESTERN OAKLAND MEALS ON WHEELS PROGRAM

11600 Grand River, Brighton, MI 48116 (810) 632-2155 Fax (810) 632-2105
3179 Livernois, Troy, MI 48083 (248) 223-9160

October 30, 2025

City of Madison Heights
Giles Tucker,
Community and Economic Development Director
300 W. 13 Mile Rd
Madison Heights, MI 48071

CDBG Program Year 2026 CDBG Funding Request to Support Western Oakland Meals on Wheels Madison Heights Seniors

Dear Mr. Tucker,

On behalf of Western Oakland Meals on Wheels, we respectfully request funding through the Community Development Block Grant (CDBG) program to support Western Oakland Meals on Wheels serving vulnerable seniors in Madison Heights, Michigan.

Our program provides nutritious, home-delivered meals to seniors who are unable to prepare meals for themselves as well as congregate meals which are available daily at the senior center. Most of our recipients are low-income and rely on this service not only for sustenance but also for regular wellness checks and social connection which they receive through their daily meal delivery from a trusted volunteer. With rising food costs and increased demand, we are seeking financial assistance to ensure we can continue to meet the needs of our community.

Specifically, we are requesting \$10,000 in CDBG funds to help continue meal service to meet the needs of eligible Madison Heights residents. Last year we served 114 homebound seniors and 111 congregate seniors totaling 225 senior Madison Heights residents over 20,500 meals.

This request addresses food insecurity, promotes independent living, and improves the quality of life for low- fixed income individuals.

Thank you for considering our request. We appreciate your support and thank you for your consideration for this grant year.

Sincere Regards,

WESTERN OAKLAND MEALS ON WHEELS

Bridget Ajemian
Executive Program Director



E-mail: info@lwmmow.org
Western Oakland Meals on Wheels Program complies with
All Civil Rights and Social Rehabilitation Acts



**CITY OF MADISON HEIGHTS PROCLAMATION
FAMILY COURT AWARENESS MONTH – NOVEMBER 2025**

WHEREAS, the mission of Family Court Awareness Month (FCAM) is to highlight the urgent need to prioritize child safety in family court proceedings, especially as one in three families in Michigan is impacted by domestic abuse;

WHEREAS, an estimated 58,000 children in the United States are ordered into unsupervised contact with an abusive parent each year. Since 2008, nearly 1,000 children have been killed during court-ordered visitation, including 39 children in Michigan. Among them were 6-year-old Rowan Morey-Pols of Caledonia in 2024 and 3-year-old Dylan Thebo of Kent County in 2021;

WHEREAS, the families of Rowan and Dylan have worked tirelessly to raise awareness and promote legislative change aimed at improving child safety in Michigan. In 2025, Rowan's Act was introduced by Representative Angela Rigas to allow a faster response for Amber Alerts when law enforcement believes a missing child is in danger.

WHEREAS, across Michigan, including in Oakland County, law enforcement agencies have adopted Lethality Assessments to help identify high-risk domestic violence situations. The Madison Heights Police Department is proud to already utilize lethality assessments as part of its response when making domestic violence arrests, demonstrating a proactive commitment to victim safety and early intervention.

WHEREAS, Family Court Awareness Month emphasizes the importance of judicial education on domestic violence, child abuse, coercive control, post-separation abuse, and the lasting effects of childhood trauma, so that all professionals involved in family court cases are equipped to protect vulnerable children;

WHEREAS, Family Court Awareness Month encourages collaboration among legislators, advocates, law enforcement, professionals, and communities like Madison Heights to improve family court practices and ensure they prioritize the safety, well-being, and best interests of children;

NOW, THEREFORE, the Madison Heights Mayor and City Council do hereby proclaim the month of November 2025 as FAMILY COURT AWARENESS MONTH in the City of Madison Heights, Oakland County, Michigan, and urge our residents to support efforts to increase awareness, promote education, and advocate for reforms that protect children and families.



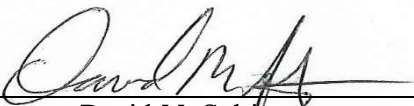
Roslyn Grafstein
Mayor



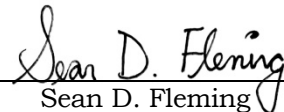
Mark Bliss
Mayor Pro Tem



William J. Mier
Councilman




David M. Soltis



Sean D. Fleming
Councilman



Emily J. Rohrbach
Councilor



Quinn J. Wright



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

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

AGENDA ITEM CONTENT: Director of Public Services - Edison Park Basketball Court

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED: \$15,500

FUND: 101-752-818-0000

EXECUTIVE SUMMARY:

Due to the overall usage patterns of Edison Park, there is a general surplus of available parking in the recently paved parking lot. Streets/Facilities Coordinator Justin Kowalski brought forward a unique proposal to convert part of this lot into a basketball court. A quote has been solicited from Laser Striping, the sole responsive bidder for the Civic Center Park basketball court project, and the Rosie's Park pickleball courts.

RECOMMENDATION:

As Laser has been the sole responsive bidder for two recent and similar projects, and has provided excellent results for same, Staff recommends that Council waive the formal bid process, and accept the proposal for the Edison Park Basketball Court project to Laser Striping, of Plymouth, in the amount of \$15,500. Funding is budgeted and available.

MEMORANDUM

Item 4.

DATE: October 31, 2025
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Bid Award – Edison Park Basketball Court

Fiscal year 24-25 saw the rehabilitation of the Edison Park parking lot through the use of CDBG and budgeted funds, which turned a failing gravel lot into a long-lasting ADA compliant concrete surface.

Due to the overall usage patterns of the park, there is a general surplus of available parking. Streets/Facilities Coordinator Justin Kowalski brought forward a unique proposal to convert part of this lot into a basketball court. This approach utilizes currently surplus existing pavement, adds a basketball opportunity to the neighborhood south of Gardenia, west of John R (previous basketball was available at Huffman Park), and still maintains the flexibility to restore the area to parking should utilization of the park ever change in the future.

The sole responsive bidder for the Civic Center Park basketball project, and the Rosie's Park pickleball courts has been Laser Sport Surfacing, of Plymouth. A quote was solicited which slightly exceeds the bid threshold. As Laser has been the sole responsive bidder for two recent and similar projects, and has provided excellent results for same, Staff recommends that Council waive the formal bid process, and accept the proposal for the Edison Park Basketball Court project to Laser Striping, of Plymouth, in the amount of \$15,500. Funding is budgeted and available.

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

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

Laser Striping and Sport Surfacing

9965 Lapham Way
Plymouth, MI 48170

LASER SPORT
SURFACING

Estimate

Date	Estimate #
10/14/2025	2013

info@laserstriping.com	313-779-8415	laserstriping.com
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Name / Address	Ship To
City of Madison Heights 300 W Thirteen Mile Madison Heights, MI 48071	Edison Park Basketball court Madison Heights, MI

P.O. No.	Terms	Due Date	Rep	Project
Justin	Due on receipt	10/14/2025	ML	

Description	Qty	Rate	Total
Sport Surfacing: Apply acrylic color coating system to new concrete surface 40' x 60' and stripe		8,500.00	8,500.00
Surface Prep: surface must be power cleaned entirely of dust, dirt, debris, vegetation, mold, mildew and all loose materials.		0.00	0.00
Etch concrete surface with muriatic phosphoric acid solution. Rinse clean with water after etching is complete. Apply Acrylic Adhesion Promoter or suitable primer over new or uncoated surfaces.		0.00	0.00
Filler Coat(s): Apply one coat of textured Acrylic Resurfacer to the entire surface.		0.00	0.00
Textured Color Coats: Apply two coats of Acrylic ColorCoat to entire surface (Colors Customer Choice). Blue & Green		0.00	0.00
Game Lines: 2 keys and 3 pt line All lines are to be applied by painting between masking tape with a paintbrush or roller according to specifications. Prime masked lines with Stripe Rite. Apply 1 coat of Textured White Line Paint with a brush or roller.		0.00	0.00
Install Basketball systems: Dominator 60" glass backboard adjustable hoop	2	3,500.00	7,000.00

No warranty on cracks. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted and completed in a substantial workman like manner. With payments to be made upon completion of work. For the sum of the total amount. By signing, you agree to all terms of this Contract.

Total \$15,500.00

Signature _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Reschedule November 24, 2025 Regular Council Meeting to November 19, 2025

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: 0

FUNDS REQUESTED: 0

FUND:

EXECUTIVE SUMMARY:

Given that the State Legislature has not approved House Bill 4538, which would have changed the swearing-in dates for newly elected officials, and considering the new election rules in Michigan that require results to remain open for nine days following Election Day, we are adjusting our schedule accordingly. Oakland County Elections has notified us that the write-in data and certified election results are expected by November 18. Based on this timeline, staff recommends rescheduling the City Council meeting originally set for Monday, November 24 to Wednesday, November 19 at 6:30 p.m. This will allow for the official swearing-in of the Mayor and newly elected Council members as soon as certification is complete.

RECOMMENDATION:

Motion to reschedule the November 24, 2025 Regular City Council meeting to Wednesday, November 19, 2025 at 6:30 p.m.

City Council and Parks & Recreation Advisory Board Workshop
 Madison Heights, Michigan
 September 29, 2025

A City Council and Parks & Recreation Advisory Board Workshop was held on Monday, September 29, 2025, at 6:00 PM at Library -Breckenridge Room, 240 W. 13 Mile Rd.

PRESENT

Mayor Pro Tem Mark Bliss
 Councilman William Mier
 Councilor Emily Rohrbach
 Councilor Quinn Wright

ABSENT

Mayor Roslyn Grafstein
 Councilman Sean Fleming
 Councilman David Soltis

ALSO PRESENT

Mr. Christopher Molencupp, Parks & Recreation Advisory Board member
 Ms. Regina Juska-Svoba, Parks & Recreation Advisory Board member
 City Manager Melissa Marsh
 Department of Public Services Director Sean Ballantine
 Deputy City Clerk Phommady A. Boucher

CM-25-141. Excuse Councilmembers.

Motion to excuse Mayor Grafstein, Councilman Fleming, and Councilman Soltis from tonight's meeting.

Motion by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Pro Tem Bliss, Councilman Mier, Councilor Rohrbach, Councilman Wright.

Absent: Mayor Grafstein, Councilman Fleming, Councilman Soltis

Motion carried.

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

PARKS AND RECREATION MASTER PLAN DISCUSSION

City Manager Melissa Marsh and Department of Public Services Director Sean Ballantine provided a “Parks and Recreation Master Plan” PowerPoint presentation.

Councilor Rohrbach expressed concerns of a significant gap in non-sports programming for the 6 – 13-year-old age group. She suggested art/mural projects, theater productions, or computer/coding classes.

Mayor Pro Temp Bliss suggested the use of hyper-targeted mailers as an effective way to advertise services. He presented rotating city events to different parks to encourage visitors, rather than defaulting all events to Civic Center Park.

Councilor Wright reimagined the space behind the sledding hill at Civic Center Park as a passive green space, perhaps with water features and benches.

ADJOURNMENT:

Having no further business, the meeting was adjourned at 7:14 PM.

City Council Regular Meeting
 Madison Heights, Michigan
 October 27, 2025

A City Council Regular Meeting was held on Monday, October 27, 2025 at 6:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
 Mayor Pro Tem Mark Bliss
 Councilman Sean Fleming
 Councilman William Mier
 Councilor Emily Rohrbach
 Councilor Quinn Wright

ABSENT

Councilman David Soltis

ALSO PRESENT

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

CM-25-162. Motion to Excuse Councilmember

Motion to excuse Councilman Soltis from today's meeting.

Motion made by Councilman Fleming, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

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

CM-25-163. Addition - Pending Litigation - Workers' Compensation Case Carey Spangler vs. City of Madison Heights.

Motion to add Pending Litigation, Workers' Compensation Case *Carey Spangler vs. City of Madison Heights* to the agenda under Reports.

Motion made by Councilor Rohrbach, Seconded by Councilman Mier.

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

Absent: Councilman Soltis

Motion carried.

Citizen's Academy Certificates of Completion

On behalf of City Council, Mayor Grafstein presented Certificates of Completion to the participants of the 2025 Citizen's Academy. Participants spent time learning the operations of the city as well as how the city functions overall. During the program, participants met weekly with staff from all departments. A key focus of their learning was understanding how Madison Heights is committed to improving our citizen's quality of life.

CM-25-164. Alley Vacation Request # PEE 25-01 - 17 ft.-wide alley between 601 W. 12 Mile Rd. and 28767 Dartmouth St. [Postponed from 10/13 Meeting]

Motion to postpone the alley vacation request #PEE 25-01 for a 17-foot-wide alley between 601 W. 12 Mile Rd and 28767 Dartmouth Street to the November 10, 2025, City Council Meeting.

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

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

Absent: Councilman Soltis

Motion carried.

MEETING OPEN TO THE PUBLIC:

Kathy Sapia, resident, provided a visual representation of traffic data that she collected on Dartmouth and 12 Mile on 10/22 and 10/23. She spoke in opposition to the alley vacation.

Martha Covert, resident, stated she feels our City Charter and policies were broken by a candidate and is frustrated that Council has not taken any action.

Timothy Ginster, resident, spoke in opposition to the alley vacation way.

Chris Webster, resident, spoke in opposition to the alley vacation way..

CM-25-165. Consent Agenda.

Motion to approve the Consent Agenda as read.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

CM-25-166. Environmental Citizens Committee - Recommended Removal of Member

Motion to concur with the recommendation of the ECC to remove Kristin Lagos, and appoint alternate member Cathy Ellison to the newly vacated seat, with a term to expire February 28, 2028.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

CM-25-167. Emergency Purchase - Fire Station 2 Plumbing Repairs

Motion to receive and file the emergency purchase for Fire Station 2 plumbing repairs with the Purchasing Coordinator as a permanent and public record.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

CM-25-168. Civic Center Park Bandshell Landscaping

Motion to approve the proposal for the Civic Center Bandshell landscaping project from Frank Rewold and Sons, through the Oakland County cooperative purchasing agreement, in the amount of \$19,111, and to authorize the Director of Public Services to sign on behalf of the City.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

CM-25-169. City Council Regular Meeting Minutes of October 13, 2025

Motion to approve the City Council Regular Meeting minutes of October 13, 2025, as printed.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilman Soltis

Motion carried.

CM-25-170. Resolution To Opt Out of PA 152

Motion to adopt the Resolution to Opt-out of PA 152 as allowable under that statute, as follows:

RESOLUTION TO OPT OUT OF PA 152

WHEREAS, PA 152, passed by the state Legislature, was designed to lessen the burden of employee healthcare costs on public employers;

WHEREAS, Communities are given three options for complying with the requirements of the Bill;

WHEREAS, those three options are as follows:

- 1) Apply the Hard Cap (capped dollar amount each government employer may pay towards an employee's healthcare costs);
- 2) Adopt by majority vote the 80%/20% (employer/employee) cost-sharing model;
- 3) Opt out of the cost-sharing model by a super majority vote of five as set forth in the bill and revisit it prior to the next year.

WHEREAS, the City of Madison Heights has determined to opt out of the cost-sharing model by a super majority vote of five as set forth in the bill as its choice of compliance under PA 152;

NOW, THEREFORE, BE IT RESOLVED, the Madison Heights City Council elects to comply with the requirements of the Publicly Funded Health Insurance Contribution Act by opting out of the cost-sharing model as set forth in PA 152.

Motion by Councilor Rohrbach, Seconded by Councilman Mier.

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

Absent: Councilman Soltis

Motion carried.

CM-25-171. Ordinance 2208 - Precinct Boundary and Polling Location Changes, First Reading

Motion to adopt Ordinance No. 2208, Amending Precinct Boundary Descriptions, Polling Locations and Precinct Numbers, on First Reading and schedule the Second Reading for November 10, 2025.

Mayor Pro Tem Bliss asked that consolidation of voting locations for Precinct 7, McCann Administration Building and Precinct 5, Madison Heights Library be considered prior to the second reading.

Motion made by Councilor Wright, Seconded by Councilman Mier.

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

Absent: Councilman Soltis

Motion carried.

COUNCIL COMMENTS:

Councilman Mier stated that he is looking forward to learning about the traffic study for Dartmouth. Friday is Halloween, please be careful of the trick or treaters on the streets.

Mayor Pro Tem Bliss wished a Happy Birthday to Councilman Fleming. The city's official 70th birthday is December 6th. Prior to the December 8th Council meeting, the Historical Commission will be highlighting 12 Moments That Made Us. He expressed his gratitude to Kevin Wright for his work on the Madison Heights Historical Facebook page, noting he is doing a great job getting historical information out there. The Historical Society is having a t-shirt sale to support their preservation efforts.

Councilor Wright stated that residents are being impacted by the federal government shutdown and noted that we do have some food pantries including the Madison Heights Food Pantry and Gleaners in the community. Please check them out if you are in need of some assistance. If you aren't affected by the shutdown, please remember your neighbors that are and consider donating to food pantries. Also, maybe consider food items such as granola bars for Halloween in place of candy. Eight days to election day, lot of words out there so remember to be kind and do what is right.

City Attorney Sherman had no comments this evening.

City Manager Marsh had no comments this evening.

Deputy City Manager/City Clerk Rottmann reminded residents that early voting is ongoing at the Royal Oak Senior Center until next Sunday, November 2nd. Hours are 8:30 to 4:30 daily, except Thursday, when the hours are noon until 8 p.m. Absentee ballots are available at the Clerk's office and the Clerk's office will be open for election business this Saturday, from 8 a.m. to 4 p.m. All voting locations will be open for the November 4th election. Polls are open from 7 a.m. to 8 p.m.

Councilor Rohrbach expressed congratulations to the Citizen's Academy graduates, thanking them for their interest and for wanting to learn more about how their government works. She thanked Kathy Sepia for her diligence and information. To the Historical Commission and Kevin Wright, thank you for all the social media posts, they are fascinating. Be sure to vote.

Councilman Fleming noted that the Historical Commission would like to get more volunteers and would appreciate any help they can get. The City had a motto, the City of Progress, and it has changed to Creating Community. Council does try to make sure this city is progressing forward and trying to make things better. He stated that he lives close to the Dartmouth area, and is

surprised that there aren't more traffic accidents in the area. He added that he wants to know what the definition is of a commercial truck. He wants to make sure our roads are safe and we are not causing more chaos. He also noted that ITAC is creating a policy for AI and hoping that these policies will help protect the city.

Mayor Grafstein stated that things change and that is part of progress, including changing our motto. People are afraid of change, but that is how we grow. She noted that Council asks everyone to be accountable and self monitoring and that we need to work together to move forward. With respect to Dartmouth, she commends Ms. Sepia for all the work and effort that she has put into the matter. She recommended Ms. Sepia join a board and commission to utilize her skills. She continued her comments by noting Council needs to look at all the issues and what is best for everyone. We are trying to work with the developer and residents to come up with something that may work for all and encourage attendance at the November 10th Council meeting.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 7:17 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Special Land Use Request PSP 25-05 – 28767 Dartmouth – Parking as a Principal Use

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant and property owner, Najor Companies, requests Special Land Use approval from the Planning Commission and City Council under Sections 10.06 and 15.05 of the Madison Heights Zoning Ordinance to develop a parking lot and drive aisle as a principal use of a residential parcel; the parking lot and drive aisle are intended to serve a proposed restaurant development on the adjacent site to the west.

The subject property is located at 28767 Dartmouth Street and is zoned R-3, One-Family Residential. Per Section 10.06, parking as a principal use of a residential parcel is subject to Special Land Use approval with additional use-specific standards. While the proposed drive aisle/parking is related to the restaurant development, the restaurant use itself is not directly subject to this Special Land Use request.

RECOMMENDATION:

Planning Commission Recommendation (9/16/25 Meeting): Tie vote. No recommendation

Refer to staff memorandum.

City Council has the following options pertaining to this Special Land Use case:

- 1) Approve (with or without conditions) the Special Land Use based upon the revised conceptual plan submittal dated August 28th, 2025, and submitted traffic assessment, with appropriate findings.
- 2) Deny the Special Land Use, with appropriate findings.
- 3) Postpone action on the Special Land Use to a date certain.



MEMORANDUM

Date: November 5th, 2025
 To: City of Madison Heights City Council [November 10th, 2025 Meeting]
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Special Land Use Request PSP 25-05 – 28767 Dartmouth – Parking as a Principal Use

PLANNING COMMISSION RECOMMENDATION: NO RECOMMENDATION (TIE VOTE)
 TEMPLATE MOTIONS AND FINDINGS INCLUDED ON PAGE 13

Introduction

The applicant and property owner, Najor Companies, requests Special Land Use approval from the Planning Commission and City Council under Sections 10.06 and 15.05 of the Madison Heights Zoning Ordinance to develop a drive aisle and parking as a principal use of a residential parcel. The new drive aisle and parking spaces intend to serve a proposed restaurant development on the adjacent site to the west.

The subject property is located at 28767 Dartmouth Street and is zoned R-3, One-Family Residential. Per Section 10.06, parking as a principal use of a residential parcel is subject to Special Land Use approval with additional use-specific standards.

Please note that this Special Land Use request is only for the drive aisle and parking on the residential subject parcel. While the proposed drive aisle/parking is related to the adjacent restaurant development, the restaurant use itself is not directly subject to this Special Land Use request. Restaurants are a “by-right” use on the adjacent commercial parcel.

Project History and Planning Commission Action

Per the Zoning Ordinance adopted in 2024, Special Land Use requests begin at the Planning Commission for a public hearing, with a recommendation made to City Council for final action. The history of this Special Land Use request is summarized below:

- **August 19th, 2025:** The Planning Commission held a public hearing on the case, after which the Planning Commission recommended denial of the Special Land Use to City Council.
- **August 28th, 2025:** The applicant submitted revised conceptual plans to address the Planning Commission’s recommendation of denial.
- **September 8th, 2025:** City Council considered the Special Land Use case, including the revised conceptual plans. At this meeting, City Council remanded the Special Land Use and the revised conceptual plans back to the Planning Commission for a new review and recommendation.
- **September 16th, 2025:** The Planning Commission considered the revised conceptual plans. At this meeting, a motion to recommend denial resulted in a tie vote. This means that the case and the revised plans return to City Council without a formal recommendation from the Planning Commission.

The full motion from the September 16th, 2025 Planning Commission meeting is provided below:

Motion by Sylvester, seconded by Fox, that the Planning Commission hereby recommends that city council deny special land use request number PSP 25-05 for parking as a principal use on a residentially-zoned parcel at 28767 Dartmouth street based upon the following findings:

- 1. The applicant requests Special Land Use approval for a drive aisle and parking spaces on a residential parcel at 28767 Dartmouth Street as permitted by Section 10.06 of the Zoning Ordinance.**
- 2. The Planning Commission held a public hearing for PSP 25-05 at their August 19th, 2025 meeting, after which a recommendation of denial was made.**
- 3. The applicant submitted revised concept plans on August 28th, 2025. City Council considered the revised plans at their September 8th, 2025 meeting and remanded the revised Special Land Use application back to the Planning Commission for review and recommendation. The revised plans do not adequately address and alleviate the Planning Commission’s original findings for recommending denial.**
- 4. The applicant submitted revised concept plans on August 28th, 2025, which do not adequately address nor alleviate the Planning Commission’s original findings for recommending denial.**
- 5. The proposed Parking as a Principal Use is not consistent with the use-specific standards set forth in Section 10.06 and/or the Special Land Use review standards and criteria set forth in Section 15.05.3. In particular [list individual findings for denial].**
- 6. Concerns regarding public safety for the surrounding neighborhood.**

Voting Yea: Commissioner Fox, Commissioner Sylvester, Chair Champagne

Voting Nay: Commissioner Bliss, Commissioner Graettinger, Commissioner Marsh

Motion fails

Revised Plans, Documents and City Council Options

The applicant has submitted revised conceptual plans to address the Planning Commission’s original findings for denial. The revised plans incorporate the following changes:

- Reduced the number of parking spaces from twelve (12) to three (3).
- Relocated parking spaces from the south side of the drive aisle to the north side; the spaces are now proposed as parallel spaces as opposed to the 90-degree spaces in the original submittal.
- Increased the greenbelt width along the south side of the property and increased the number and variety of trees, shrubs, and perennial plantings.
- Added right-of-way landscaping adjacent to Dartmouth.
- Added a sidewalk connection along the south side of the driveway.

Additionally, the applicant hired a traffic engineering consultant to perform a traffic analysis at the intersection of 12 Mile and Dartmouth. A traffic impact assessment has been submitted to the City for staff review and City Council’s consideration.

This staff report has been updated from the original City Council report to reference the revised conceptual plans, renderings, and traffic assessment.

Project Summary

The subject property is 0.19 acres in size and is currently improved with a single-family house and a detached garage, which are proposed to be demolished to accommodate the parking/drive aisle. The applicant owns the subject parcel, the vacant commercial parcels to the west, and the gas station property to the north. A seventeen-foot (17') wide alley separates the subject parcel from the gas station property to the north; the applicant has submitted a petition to the City to vacate this alley, which would add an approximately 8.5 foot-wide strip of land to the north side of the subject parcel. The remaining 8.5 feet would be added to the gas station property.

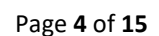
The applicant intends to develop the commercial property to the west (zoned B-2, Community Business district) with a 7,100 square-foot sit-down restaurant and associated parking lot; restaurant uses are permitted by-right within the B-2 zoning district. While the primary vehicular entrance is planned off 12 Mile Road, the new diverging diamond interchange prohibits left-hand turns from the restaurant property onto 12 Mile Road as well as left-hand turns into the property from west-bound 12 Mile Road. Per the Road Commission for Oakland County (RCOC), the primary driveway entrance at 12 Mile Road will need to be “right-in/right out.” The drive aisle proposed under this Special Land Use case would allow restaurant guests and employees to access the signalized intersection at Dartmouth and 12 Mile Road, thereby allowing for west-bound access to/from 12 Mile Road. The proposed drive aisle would also provide secondary emergency vehicle access and provide several additional overflow parking spaces.

Refer to the images below and on the following page for an aerial overview of the request.

Subject Site and Surrounding Parcels



W. 12 MILE ROAD
(VARIABLE WIDTH)

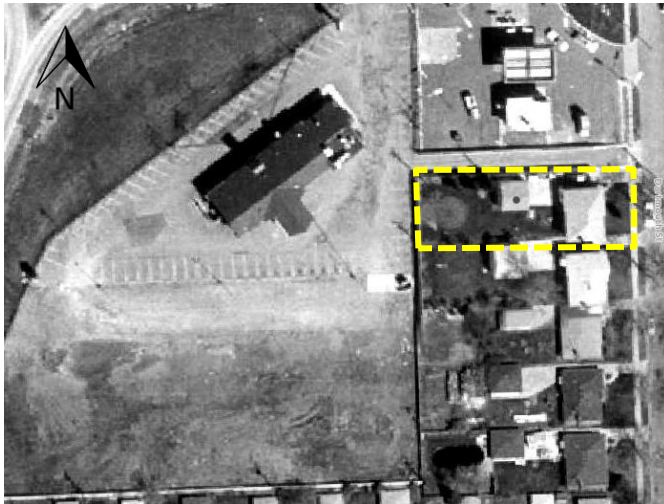


Site History

Based on historic aerial photographs, the subject site has been improved with a single-family detached house since 1963 or prior. The commercial site to the west was previously improved with a restaurant (Marinelli's) and parking lot, which was demolished in 2014. The public alley between the restaurant site and Dartmouth was improved in the 1970s to provide a secondary access point and utility easement to/from the restaurant. The images below show the development progression over time as well as a current streetview image of the subject property.

Aerial Images of Subject Site and Adjacent Parcels

1980



2000



Current Streetview – 28767 Dartmouth and Public Alley



Driveway/Parking Details

The proposed two-way drive aisle is 24.5 to 25 feet wide, and the edge of the curb is approximately 20 feet from the southern residential property line. Three (3) parking spaces are proposed as parallel spaces along the north edge of the drive. A “no right turn” sign is proposed at the Dartmouth driveway apron to restrict right turns onto Dartmouth. A six (6) foot tall masonry screen wall is proposed along a portion of the southern property line, with deciduous and ornamental trees and perennial shrubs proposed along the entire length of the southern property line.

A cross-access easement will need to be recorded to allow for vehicle access to/from the restaurant site.

Alley Vacation

Prior to construction of the drive aisle and parking, if approved, the city would need to vacate the existing public alley along the north side of the site. A vacation request has been submitted under PEE #25-01. Per Ordinance requirements, City Council shall hold a public hearing prior to acting on the request. As there are public utilities within the existing alley, including water and sewer lines, as well as overhead DTE electric lines and poles, a public utility easement will need to be retained over the vacated alley.

The Planning Commission reviewed the alley vacation request under case PEE #25-01 and made a separate recommendation to City Council. A public hearing took place at the October 13th and October 27th, 2025 City Council meetings, but Council action has been postponed to the November 10th City Council meeting.

If the special land use and/or alley vacation requests are denied by City Council, the applicant would still have the ability to utilize the existing public alley for vehicular access to/from the commercial property.

Use-Specific Standards for Parking as a Principal Use

Section 10.06 of the Zoning Ordinance contains use-specific standards for parking as a principal use. These standards, and staff comments based on the revised submittal, are provided below:

Parking as a principal use is permitted as a special land use in all zoning districts, subject to the following standards:

- A. *Unless otherwise noted, the parking lot shall satisfy all layout, construction and design standards of this article.*

Staff Comment: The length of the parallel parking spaces need to be increased 24 feet to meet the minimum requirements of Section 10.08. Hatching between spaces may be used to satisfy this requirement.

- B. *The parking lot shall be landscaped and screened in accordance with Section 11.06 (Parking Lot Landscaping).*

Staff Comment: Additional landscaping has been placed along the south edge of the drive aisle adjacent to the south property line and adjacent to the Dartmouth right-of-way. The length of the masonry wall has been reduced so that it doesn’t directly abut the residential driveway to the south. Additional evergreen landscaping, potentially in the form of arborvitaes, is required to satisfy transitional landscaping requirements and to provide continuous screening year-round.

- C. *The use of the parking lot shall be restricted to the parking of passenger automobiles only. No commercial vehicles shall be parked or stored.*

Staff Comment: Staff recommends placing this standard as a condition of special land use approval and requiring it to be noted on the formal site plan, when submitted.

- D. *The parking lot shall serve customers, visitors, and employees of adjacent non-residential/mixed-use districts.*

Staff Comment: The parking lot and drive aisle are intended to serve the proposed sit-down restaurant development to the west.

- E. *Each entrance and exit from such parking lot shall be located at least twenty (20) feet from any adjacent residential zoning district, measured from the property line.*

Staff Comment: The edge of the driveway curb cut is approximately 20 feet from the southern residential property line, meeting this standard.

- F. *The following additional standards apply to principal use parking lots in R-1, R-2, **R-3**, R-MN, and R-MF districts:*

- (1) *The residential parcel on which the parking lot is located shall have a side or rear lot line that directly abuts a non-residential or mixed-use zoning district or directly abuts a public alley which divides said residential and non-residential/mixed-use zoning districts.*

Staff Comment: The subject parcel directly abuts B-2 zoned parcels to the west and north. The drive aisle and parking lot intends to serve the proposed restaurant development directly to the west of the subject site.

- (2) *All portions of the paved parking lot and all parking spaces and maneuvering lanes shall be within eighty feet (80') of the non-residential/mixed-use zoning district to be served, or the edge of a public alley which divides said residential; and non-residential/mixed-use zoning districts.*

Staff Comment: Three (3) parking spaces are proposed as parallel spaces along the north side of the drive aisle, with the furthest space located approximately 80 feet from the western property line. While increased parallel parking space length is required as noted above, the 80 ft. maximum setback shall still be maintained.

- (3) *The applicant shall, through the Special Land Use process, demonstrate that adequate parking cannot be reasonably provided on the subject property or an adjacent non-residentially-zoned parcel.*

Staff Comment: Section 10.03 of the Zoning Ordinance sets a minimum parking rate of 1 space per each 100 square feet of usable floor area for restaurant uses, while Section 10.04 sets a maximum parking rate of 130% of the minimum. With approximately 6,700 square feet of usable floor area, the minimum parking count for the proposed restaurant is set at 67 spaces while the maximum is set at 88 spaces.

Based on the revised conceptual site plan, the applicant proposes a total of 169 spaces directly on the restaurant site, which is nearly 200% of the maximum permitted parking and 250% of the minimum. The additional 3 spaces proposed on this subject parcel bring the total to 172 spaces. Within the project narrative, the applicant claims that the parking counts are necessary to account for peak demand and an anticipated wait time of up to one hour, as well as parking for employees. Parking studies have not been provided.

City Council has the ability to request additional documentation or business details to justify the parking counts for the development. Any parking counts above 130% of the minimum requirements (67 spaces) will require the installation of low-impact stormwater design on the restaurant site in accordance with Section 10.04 of the Zoning Ordinance, which would need to be addressed as part of the Major Site Plan submittal for the restaurant.

- (4) *The applicant shall, through the Special Land Use process, demonstrate that the parking areas will not detrimentally impact the residential character of the adjacent neighborhood.*

Staff Comment: The applicant proposes a masonry screen wall, as required per the Zoning Ordinance, and a “No Right Turn” sign to restrict vehicles from exiting the site into the residential neighborhood. Additional deciduous trees, ornamental trees, shrubs and perennials are proposed along the southern property line. However, staff recommends that additional evergreen landscaping be provided between the edge of the screen wall and the Dartmouth Street right-of-way, accounting for clear vision corners, to provide dense landscaping screening year-round.

At both Planning Commission meetings and the previous City Council meetings, residents have expressed concerns regarding potential traffic backups onto Dartmouth resulting from the new driveway. The applicant has submitted a formal traffic impact assessment which concludes that the proposed restaurant and new two-way drive aisle off Dartmouth would have no meaningful increase in traffic as compared to the previous restaurant use (Marinelli’s). However, the traffic assessment does suggest several operational improvements to the 12/Dartmouth signalized intersection. The traffic assessment findings are discussed below.

Site Analysis

Existing Zoning and Land Use

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

	Existing Land Use	Existing Zoning
Site	One-family residential	R-3, One-Family Residential
North	Gas station	B-2, Community Business
South	One-family residential	R-3, One-Family Residential
East (across Dartmouth)	One-family residential	R-3, One-Family Residential
West	Vacant commercial	B-2, Community Business

The site borders single-family residential to the south and east, and commercial zoning to the north and west. The site to the west is currently vacant but was improved with a restaurant use (Marinelli’s) until 2014.

Per the Madison Heights Zoning Ordinance, R-3 zoning districts are intended to, “*provide for one-family dwelling sites and residentially-related uses in keeping with the Master Plan of residential development in the City of Madison Heights.*”

Future Land Use and Master Plan

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

	Future Land Use
Site	Single-Family Residential
North	Commercial
South	Single-Family Residential
East (across Dartmouth)	Single-Family Residential
West	Commercial

City Council should consider the following Goals & Objectives of the 2021 Madison Heights Master Plan as part of this Special Land Use request:

Community Character

- *Enhance the city's commercial corridors to support walkability and improve community identity.*
- *Promote the city's positive identity in the region.*
- *Promote the use of quality building design and materials to enhance the appearance and long-term maintenance of new development.*
- *Protect established neighborhoods and business districts from the potentially negative impacts of development, including noise, traffic, waste, odor, and other nuisances through effective and thoughtful site and building design.*

Housing

- *Encourage maintenance of and reinvestment in existing neighborhoods.*
- *Ensure that infill and redeveloped residential properties are compatible with the surrounding areas and adjacent parcels.*
- *Support neighborhoods by improving walkability and access to goods and services.*

Commercial and Industrial Development

- *Provide incentives and flexible zoning mechanisms for commercial and industrial property owners and tenants to upgrade existing commercial and industrial sites.*
- *Promote walkability by ensuring sufficient local destinations for goods and services.*

Transportation

- *Promote the use of accepted traffic calming and access management techniques that make all travel safe and efficient.*
- *Provide a safe, efficient non-motorized pathway system that provides links to various land uses throughout the city that gives residents choice about their modes of travel.*
- *Explore innovative traffic designs and flexible engineering standards to improve the safety and efficiency of travel for motorized and non-motorized travel.*

Transportation Network and Traffic Assessment

Dartmouth Street is under the jurisdiction of the City of Madison Heights and is classified as a local street. SEMCOG traffic volume data is not available for Dartmouth. 12 Mile Road is under the jurisdiction of the Road Commission for Oakland County (RCOC). The existing signal at 12/Dartmouth, also operated by RCOC, does not grant a dedicated left-turn phase to north-bound or south-bound lanes on Dartmouth Avenue. Therefore, drivers queued on Dartmouth must wait for oncoming traffic to clear in order to make a left-hand turn onto 12 Mile Road.

The applicant hired Cincar Consulting Group, C2G LLC, to perform a traffic assessment at the intersection of 12 and Dartmouth. The assessment analyzes the current operating conditions at the intersection and compares it to future trip generation estimates based upon the proposed restaurant and driveway redevelopment. Analysis findings, **as interpreted by staff**, are summarized below (for full findings, please refer to the attached Executive Summary and Traffic Assessment compiled by C2G):

- The current vehicle queuing issue is a pre-existing condition, independent of the proposed redevelopment, with the AM peak period acting as the “critical peak period” for the day. The proposed restaurant’s peak hours would be during the PM period and would not exacerbate the AM peak traffic counts.
- The proposed restaurant is similar in size to the previous Marinelli’s restaurant and will not result in a meaningful net increase in peak-hour traffic relative to the previous restaurant. However, due to the Diverging Diamond Interchange (DDI) and limited site access off 12 Mile Road, more vehicles will utilize the proposed two-way driveway at Dartmouth as compared to the existing alley which served Marinelli’s.
- Absent the new two-way driveway, the existing single-lane alley could still be used to serve the proposed restaurant. However, the existing alley would severely restrict two-way traffic and could result in site access and vehicular safety issues. Therefore, the proposed two-lane driveway is recommended as an improvement over the existing alley conditions.
- The existing signalized intersection at 12 Mile & Dartmouth operates adequately today, but could benefit from a package of operational improvements. Suggested improvements include reassigning the lane configurations on the north side of the 12/Dartmouth intersection and related signal modifications. These improvements would allow more southbound vehicles to clear the intersection at each light cycle, thus reducing conflicts with northbound left-turning traffic and easing congestion on northbound Dartmouth Road. Signal modifications would be subject to RCOC review and approval.

Special Land Use Criteria

The Planning Commission and City Council shall consider the Special Land Use review standards contained in Section 15.05.3 and incorporate them into any motion of approval or denial:

- A. The use is so designed, located and proposed to be operated in a way that protects the public health, safety and welfare.
- B. The use is designed in a way that considers the natural environment and helps conserve natural resources and energy.
- C. The special land use will not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- D. The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood, and vicinity. At a minimum, this shall include:
 - (1) Location of use(s) on site;
 - (2) Height of all improvements and structures;
 - (3) Adjacent conforming land uses;
 - (4) Conformance with the Master Plan and future land use map for the area as adopted by the Planning Commission;
 - (5) Compatibility with the permitted principal uses allowed in the zoning district where the Special Land Use is requested, and consistency with the intent of the zoning district.

- E. Ingress/egress to the use shall be controlled to assure maximum vehicular, pedestrian and non-motorized safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:
- (1) Reduction in the number of ingress/egress points through elimination, minimization, and/or consolidation of drives and/or curb cuts;
 - (2) Proximity and relation to intersections, specifically with regard to distance from drive(s) to intersection(s);
 - (3) Reduction/elimination of pedestrian/vehicular traffic conflicts;
 - (4) Adequacy of sight distances;
 - (5) Location and access of off-street parking;
 - (6) Location and/or potential use of service drives to access multiple parcels, reducing the number of access points necessary to serve the parcels.
- F. The use is consistent with the intent and purpose of the zoning district in which it is proposed.

In granting Special Land Use approval, City Council may impose conditions that it deems necessary to fulfill the spirit and purpose of the Zoning Ordinance. The conditions may include those necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

Staff Analysis and Review

Staff recognizes the importance of the secondary ingress/egress point off Dartmouth to enable the development of the adjacent commercial parcel. The recently-completed diverging diamond interchange at I-75 and 12 Mile Road severely restricts the ability to make left-hand turns from the commercial property onto 12 Mile Road and the ability to directly enter the property from west-bound 12 Mile Road. By allowing access to and from the signalized intersection at 12 Mile/Dartmouth, the proposed drive aisle aims to alleviate these site access issues and provide secondary emergency access to the property.

With the original submittal, staff and the Planning Commission cited concerns regarding the lack of landscaping and screening along the southern property line and adjacent to the Dartmouth right-of-way. Further, staff recommended providing a five foot (5') wide sidewalk connection along the northern edge of the subject parcel to allow residents in the surrounding neighborhood to safely walk to the restaurant without needing to walk all the way to 12 Mile Road. **The revised concept plans aim to address these concerns, with additional landscaping and a sidewalk connection now being proposed.** Additionally, the revised plans removed nine (9) spaces, leaving a total of three (3), and rearranged the parking into parallel parking spaces along the north side of the drive aisle.

The “No Right Turn” sign at the exit should discourage exiting vehicles from turning right on Dartmouth into the neighborhood. However, residents have expressed concern about potential traffic back-ups on Dartmouth as drivers queue to exit the new driveway back onto 12 Mile Road. The applicants have submitted a traffic assessment, performed by Cincar Consulting Group (C2G, LLC), which analyzes existing and future conditions of the 12 Mile/Dartmouth signalized intersection. The assessment concludes that the proposed restaurant will have no meaningful increase in traffic compared to the former restaurant, and while the existing alley could theoretically be used to provide access to/from the restaurant, it may result in unsafe conditions due to its single-lane width. Further, the traffic assessment concludes that the proposed two-way driveway, coupled with operational improvements at the signalized intersection at 12

Mile/Dartmouth, will allow for safe and convenient access for customers, employees, and delivery vehicles and allow more vehicles to clear the intersection at each cycle. **Future coordination with RCOC and potentially MDOT will be required for any improvements to the existing traffic signal at 12 & Dartmouth.**

Note that in the absence of a new commercial driveway, the existing 17-foot-wide public alley could continue to be utilized to provide vehicular access to/from the adjacent commercial property.

Next Steps

As noted on the first page of this report, due to a tie vote on a motion to recommend denial, the Planning Commission has not issued a formal recommendation on the revised Special Land Use application. City Council has the following options pertaining to this Special Land Use case:

- 1) Approve (with or without conditions) the Special Land Use based upon the revised conceptual plan submittal dated August 28th, 2025, with appropriate findings.
- 2) Deny the Special Land Use, with appropriate findings.
- 3) Postpone action on the Special Land Use to a date certain

If City Council decides to approve the revised Special Land Use application, staff recommends that the following items be included as conditions of approval:

- 1) The applicant shall submit a Major Site Plan to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance for review and approval by the Technical Review Committee. The Major Site Plan application may be combined with the adjacent restaurant development or act as a stand-alone application. The Major Site Plan, when submitted, shall be designed to satisfy the following:
 - a. The Major Site Plan shall be designed in accordance with the revised conceptual plans submitted to city staff on August 28th, 2025.
 - b. Increase the length of the parallel parking spaces to 24 feet to meet the minimum requirements of Section 10.08. Hatching between spaces may be used to satisfy this requirement. The 80 ft. maximum parking setback of Section 10.06.F shall be maintained.
 - c. Provide evergreen landscaping along the southern property line, as required by Section 11.04 – Transitional Landscaping – to provide year-round landscape screening to the residential property to the south. The Technical Review Committee shall have the ability to suggest alternate planting types and locations to satisfy Zoning Ordinance standards.
 - d. The Major Site Plan shall include a note stating that the use of the parallel parking spaces shall be restricted to the parking of passenger automobiles only. No commercial vehicles shall be parked or stored.
 - e. The Major Site Plan shall feature the “No Right Turn” sign at Dartmouth Street as depicted within the Special Land Use application.
- 2) The applicant shall continue to coordinate with the City of Madison Heights and the Road Commission for Oakland County (RCOC) regarding operational intersection improvements recommended within the C2G Traffic Assessment.
- 3) A cross-access agreement shall be recorded at Oakland County Register of Deeds to allow for vehicular/pedestrian access across the subject property to and from the adjacent restaurant site.
- 4) Special Land Use approval is conditioned upon the City of Madison Heights approving a resolution to vacate the public alley along the northern property line and reserving any necessary public

utility easements over the property. If the City denies the alley vacation request, the Special Land Use shall be deemed null and void and the rights thereunder shall terminate.

- 5) Modifications to the Special Land Use (e.g. site access, proposed parking spaces, driveway width, etc.) shall be reviewed in accordance with Section 15.05.5 for a determination regarding the need for new Special Land Use review.

Template motions for approval are provided at the end of this report.

Attachments

- | | |
|--|---|
| • Special Land Use Application - PSP #25-05 | • Associated Maps |
| • Project Narrative | • Section 10.06 – Parking as a Principal Use |
| • Original Concept Plan | • Section 15.05 – Special Land Use |
| • Revised Concept Plan (Received 8/28/25) | • RCOC Preliminary Plan Review |
| • Draft Minutes – 9/16/25 Planning Commission Meeting | • C2G Executive Summary |
| | • C2G Traffic Assessment |

Template Motion, Findings and Conditions

Staff offers the following motions as a suggested template and guide for City Council’s consideration. City Council may provide additional detailed findings, as needed, to substantiate any motion for approval or denial.

APPROVAL

MOTION BY _____, SECONDED BY _____, THAT, **CITY COUNCIL HEREBY APPROVES** SPECIAL LAND USE REQUEST NUMBER PSP 25-05 FOR PARKING AS A PRINCIPAL USE ON A RESIDENTIALLY-ZONED PARCEL AT 28767 DARTMOUTH STREET BASED UPON THE FOLLOWING FINDINGS:

1. The applicant requests Special Land Use approval for a drive aisle and parking spaces on a residential parcel at 28767 Dartmouth Street as permitted by Section 10.06 of the Zoning Ordinance.
2. The Planning Commission held a public hearing for PSP 25-05 at their August 19th, 2025 meeting, after which a recommendation of denial to City Council was made based upon the originally-submitted concept plans.
3. The applicant submitted revised concept plans on August 28th, 2025. City Council considered the revised plans at their September 8th, 2025 meeting and remanded the revised Special Land Use application back to the Planning Commission for review and recommendation. The revised plans adequately address and alleviate the Planning Commission’s original findings for recommending denial.
4. The Planning Commission considered the revised plans at their September 16th, 2025 meeting, after which the plans were forwarded back to City Council without a formal recommendation due to a tied vote.
5. With conditions placed upon the Special Land Use as part of the approval process, the proposed parking as a principal use is generally consistent with the use-specific standards of Section 10.06 and the Special Land Use review standards and criteria set forth in Section 15.05.3. In particular:
 - a. The use is designed, located, and proposed to be operated in a way that protects the public health, safety and welfare.

- b. The use will not involve activities that will be detrimental to adjacent residential land uses.
- c. The use is designed and located so that it is compatible with the principal uses permitted in the R-3 district
- d. The special land use will not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- e. The use is designed and located so that it is compatible with the Madison Heights Master Plan.
- f. Ingress/egress to the use shall be controlled to assure maximum vehicular, pedestrian and non-motorized safety, convenience and minimum traffic impact on adjacent streets.

APPROVAL IS GRANTED WITH THE FOLLOWING CONDITIONS

- 1) The applicant shall submit a Major Site Plan to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance for review and approval by the Technical Review Committee. The Major Site Plan application may be combined with the adjacent restaurant development or act as a stand-alone application. The Major Site Plan, when submitted, shall be designed to satisfy the following:
 - a. The Major Site Plan shall be designed in accordance with the revised conceptual plans submitted to city staff on August 28th, 2025.
 - b. Increase the length of the parallel parking spaces to 24 feet to meet the minimum requirements of Section 10.08. Hatching between spaces may be used to satisfy this requirement. The 80 ft. maximum parking setback of Section 10.06.F shall be maintained.
 - c. Provide evergreen landscaping along the southern property line, as required by Section 11.04 – Transitional Landscaping – to provide year-round landscape screening to the residential property to the south. The Technical Review Committee shall have the ability to suggest alternate planting types and locations to satisfy Zoning Ordinance standards.
 - d. The Major Site Plan shall include a note stating that the use of the parallel parking spaces shall be restricted to the parking of passenger automobiles only. No commercial vehicles shall be parked or stored.
 - e. The Major Site Plan shall feature the “No Right Turn” sign at Dartmouth Street as depicted within the Special Land Use application.
- 2) The applicant shall coordinate with the City of Madison Heights and the Road Commission for Oakland County (RCOC) regarding operational intersection improvements recommended within the C2G Traffic Assessment.
- 3) A cross-access agreement shall be recorded at Oakland County Register of Deeds to allow for vehicular/pedestrian access across the subject property to and from the adjacent restaurant site.
- 6) Special Land Use approval is conditioned upon the City of Madison Heights approving a resolution to vacate the public alley along the northern property line and reserving any necessary public utility easements over the property. If the City denies the alley vacation request, the Special Land Use shall be deemed null and void and the rights thereunder shall terminate.
- 4) Modifications to the Special Land Use (e.g. site access, proposed parking spaces, driveway width, etc.) shall be reviewed in accordance with Section 15.05.5 for a determination regarding the need for new Special Land Use review.

DENIAL

MOTION BY _____, SECONDED BY _____, THAT **CITY COUNCIL HEREBY DENIES** SPECIAL LAND USE REQUEST NUMBER PSP 25-05 FOR PARKING AS A PRINCIPAL USE ON A RESIDENTIALLY-ZONED PARCEL AT 28767 DARTMOUTH STREET BASED UPON THE FOLLOWING FINDINGS:

1. The applicant requests Special Land Use approval for a drive aisle and parking spaces on a residential parcel at 28767 Dartmouth Street as permitted by Section 10.06 of the Zoning Ordinance.
2. The Planning Commission held a public hearing for PSP 25-05 at their August 19th, 2025 meeting, after which a recommendation of denial to City Council was made based upon the originally-submitted concept plans.
3. The applicant submitted revised concept plans on August 28th, 2025. City Council considered the revised plans at their September 8th, 2025 meeting and remanded the revised Special Land Use application back to the Planning Commission for review and recommendation. The revised plans adequately address and alleviate the Planning Commission’s original findings for recommending denial.
4. The Planning Commission considered the revised plans at their September 16th, 2025 meeting, after which the plans were forwarded back to City Council without a formal recommendation.
5. The proposed Parking as a Principal Use is not consistent with the use-specific standards set forth in Section 10.06 and/or the Special Land Use review standards and criteria set forth in Section 15.05.3. In particular:

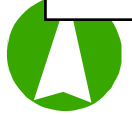
**[LIST EXPLICIT FINDINGS BASED UPON THE SPECIAL LAND USE REVIEW CRITERIA
CONTAINED WITHIN SECTION 15.05.3 OF THE ZONING ORDINANCE]**

Item 8.

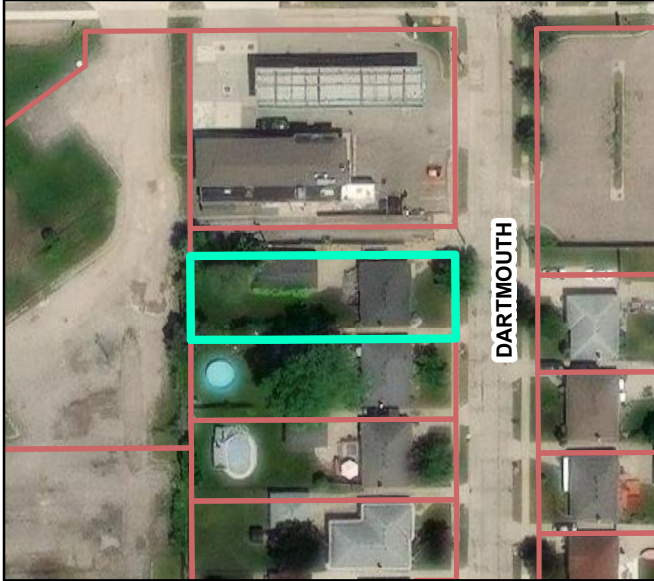




Site Address: 28767 Dartmouth St

[Click for maps](#)

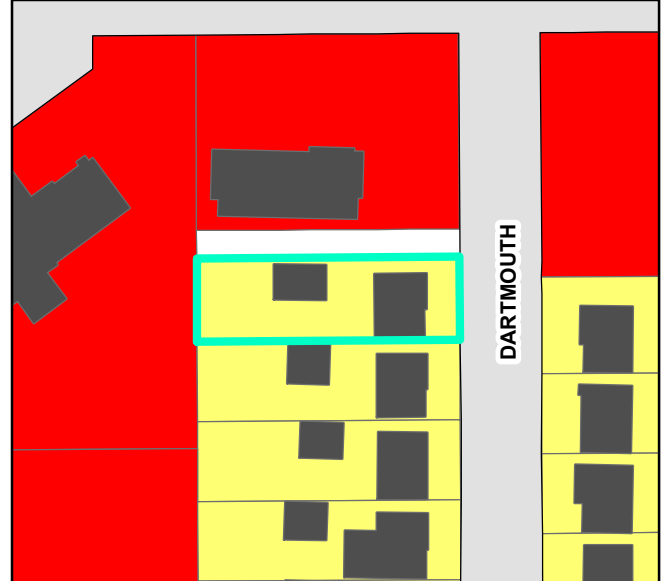





Aerial



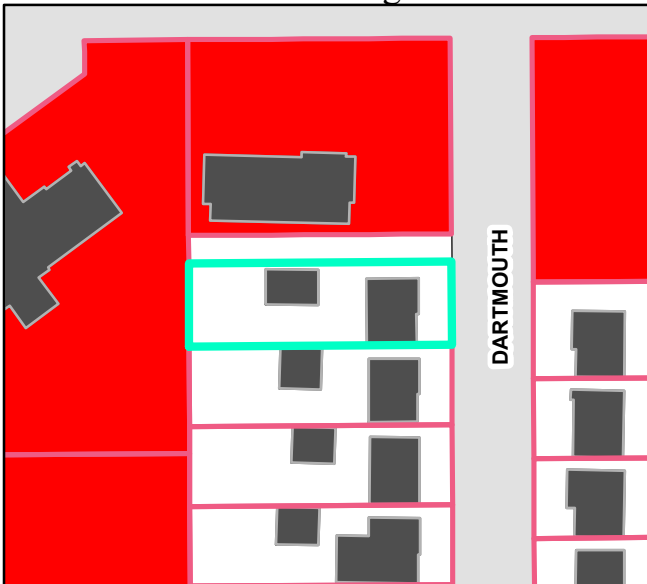
 28767 Dartmouth St  Parcels

Existing Land Use



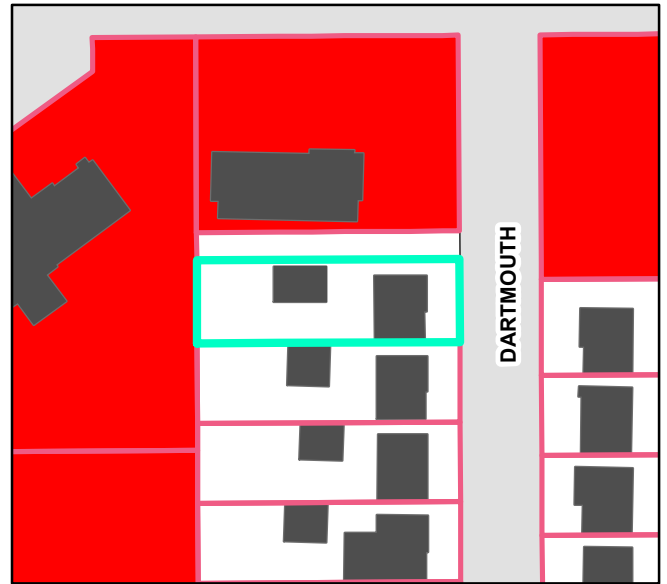
 28767 Dartmouth St  Commercial
 Single and Two Family





Zoning



 28767 Dartmouth St  B-2 Community Business District
 Parcels  R-3 Residential

Future Land Use

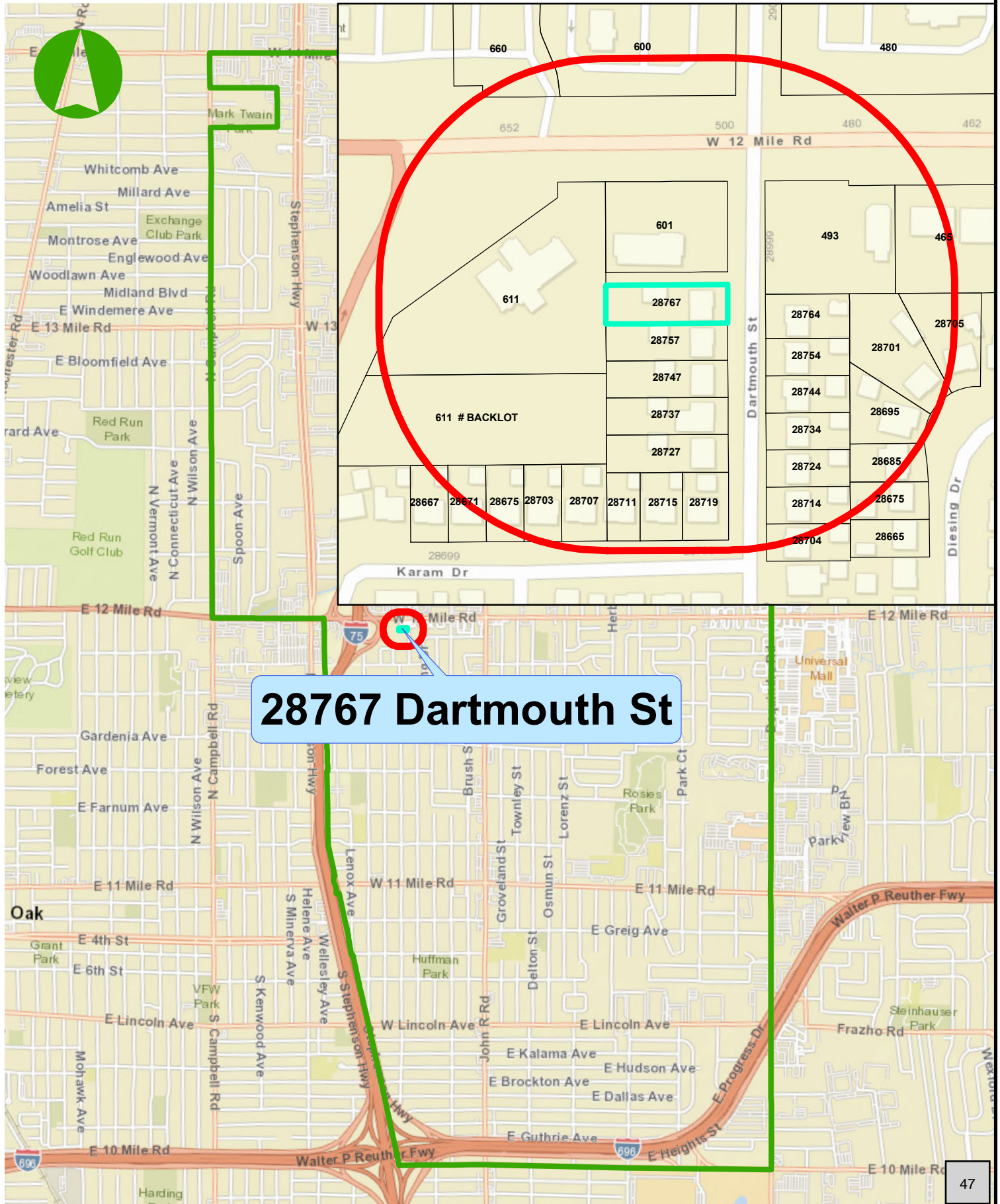


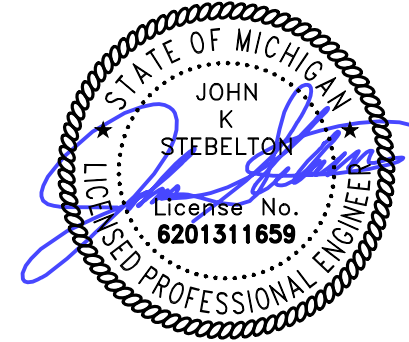
 28767 Dartmouth St  Parcels
 Single Family  Commercial

PSP 25-05: 28767 DARTMOUTH ST

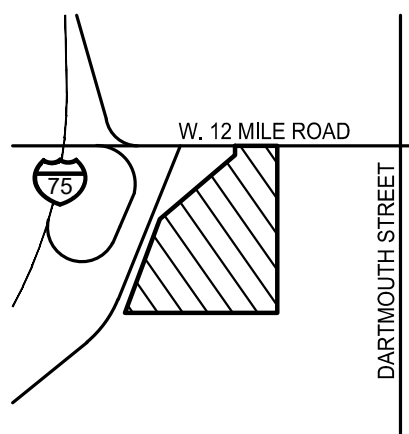
BUFFER: 300 FT

Item 8.




 0 15 30 60
 SCALE: 1" = 30'


CAUTION!!
 THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE OR OTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT

NAJOR COMPANIES

 600 NORTH OLD WOODWARD, SUITE 100
 BIRMINGHAM, MICHIGAN 48009

PROJECT TITLE

NAJOR 12 MILE & I-75

 611 W. 12 MILE ROAD
 MADISON HEIGHTS, OKLAHOMA COUNTY, MI

REVISIONS

CITY COMMENTS 7-14-25

ORIGINAL ISSUE DATE:

JUNE 10, 2025

DRAWING TITLE

**PRELIMINARY
 DIMENSION
 PLAN**

PEA JOB NO. 25-0636

P.M. GB

DN. JKS

DES. JKS

DRAWING NUMBER:

C-3.1
SIDEWALK RAMP LEGEND:

SIDEWALK RAMP 'TYPE F'

SIDEWALK RAMP 'TYPE P'

 REFER TO LATEST MDOT R-28
 STANDARD RAMP AND DETECTABLE
 WARNING DETAILS
LEGEND:

CONCRETE PAVEMENT

ASPHALT PAVEMENT

GRAVEL

WETLAND

CONCRETE CURB AND GUTTER

REVERSE GUTTER PAN

SETBACK LINE

SIGN LIGHTPOLE

FENCE

GUARD RAIL

SIGN LEGEND:

'NO PARKING FIRE LANE' SIGN

'BARRIER FREE PARKING' SIGN

'VAN ACCESSIBLE' SIGN

'NO PARKING LOADING ZONE' SIGN

'STOP' SIGN

'NO RIGHT TURN' SIGN

REFER TO DETAIL SHEET FOR SIGN DETAILS

GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- 'NO PARKING-FIRE LANE' SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 100 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE SIDEWALK RAMP DETAILS

SITE DATA TABLE:

SITE AREA:

 PARCEL NO. 25-14-202-030 & 25-14-202-031 (RESTAURANT):
 2.11 ACRES (91,934 SF.) NET AND GROSS

 PARCEL NO. 25-14-202-004:
 0.19 ACRES (8,211 SF.) NET AND GROSS
ALLEYWAY:
0.06 ACRES (2,737 SF.) NET AND GROSS

OVERALL AREA: 2.36 ACRES (102,882 SF.) NET AND GROSS

ZONING: B-2 (COMMUNITY BUSINESS CENTER)

PROPOSED USE: RESTAURANT (6,686 SF)

BUILDING INFORMATION:

- MAXIMUM ALLOWABLE BUILDING HEIGHT = 40 FT. (2 STORIES)
- PROPOSED BUILDING HEIGHT = 24'-6" (1 STORY)

- BUILDING FOOTPRINT AREA = 7,105 SF.

- BUILDING LOT COVERAGE = 7,105/100,145 = 0.071 = 7.1%

GREENSPACE:

- 0.45 ACRES (PERVIOUS) / 2.30 ACRES = 20%

SETBACK REQUIREMENTS:

	REQUIRED	PROPOSED
FRONT (NORTH)	10'	55.96'
SIDE (EAST)	10'	119.77'
SIDE (WEST)	10'	64.63'
REAR (SOUTH)	20'	58.76'

PARKING CALCULATIONS:

- REQUIRED RESTAURANT = 1 PER 100 SF. (EXCLUDING KITCHEN AREA)

= 6686/100 = 66.9 = 67 SPACES

- TOTAL REQUIRED PARKING = 67 SPACES (INC. 3 HC SPACES)

PROPOSED

- PARKING PROVIDED (RESTAURANT) = 170 SPACES (INC. 6 HC SPACES)

BICYCLE PARKING**REQUIRED**

- BICYCLE PARKING REQUIRED = 1 PER 20 SPACES (OVER 40)

= (182-40)/20 = 7.1 = 8 SPACES

PROPOSED

- BICYCLE PARKING PROVIDED = 8 SPACES

LOADING CALCULATIONS:**REQUIRED**

- LOADING REQUIRED = (1) - 12'x50' FOR 2,000-20,000 SF BUILDING AREA

PROPOSED

- LOADING PROVIDED = (1) - 12'x50' AT REAR OF BUILDING

FLOODPLAIN NOTE:

THE SUBJECT PARCEL LIES WITHIN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE 'X') PER FEMA FLOOD INSURANCE RATE MAP NUMBER 26125C0563F, A NON-PRINTABLE PANEL

REFERENCE DRAWINGS

ALTANSPS LAND TITLE SURVEY, KEM-TECH PROJECT NO. 19-00397, DATED MARCH 04, 2019

BENCHMARKS
 BM #300 (KEM-TEC SITE BM #1)
 ARROW ON A HYDRANT LOCATED ON THE EAST SIDE OF THE PROPERTY, APPROX. 50'± SOUTH OF THE ALLEY.
 ELEV. - 638.35

 BM #301 (KEM-TEC SITE BM #2)
 CHISELED 'X' ON THE SOUTHEAST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHEAST CORNER OF W. 12 MILE RD & I-75 RAMP.
 ELEV. - 637.07

 BM #301
 CHISELED 'X' ON THE SOUTHWEST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHEAST CORNER OF W. 12 MILE RD & DARTMOUTH ST.
 ELEV. - 635.80
LEGAL DESCRIPTION

(PER OKLAHOMA COUNTY)

PARCEL ID 25-14-202-030

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH W 61.47 FT, TH S 00-42-20 E 22.11 FT, TH S 54-35-50 W 268.85 FT, TH S 25-29-00 W 85.06 FT, TH E 317.32 FT, TH N 00-07-00 E 253.37 FT TO BEG 0.95 A 8/22/89 FR 002

PARCEL ID 25-14-202-031

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT PT DIST S 00-07-00 W 253.37 FT FROM NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH S 54-35-50 W 268.85 FT, TH S 25-29-00 W 85.06 FT, TH E 317.32 FT, TH N 00-07-00 E 253.37 FT TO BEG 0.95 A 8/22/89 FR 002

PARCEL ID 25-14-202-003

T1N, R11E, SEC 14 ASSESSORS PLAT NO. 2 LOTS 5 THRU 11 INCL EXC N 7 FT FOR HWY

PARCEL ID 25-14-202-004

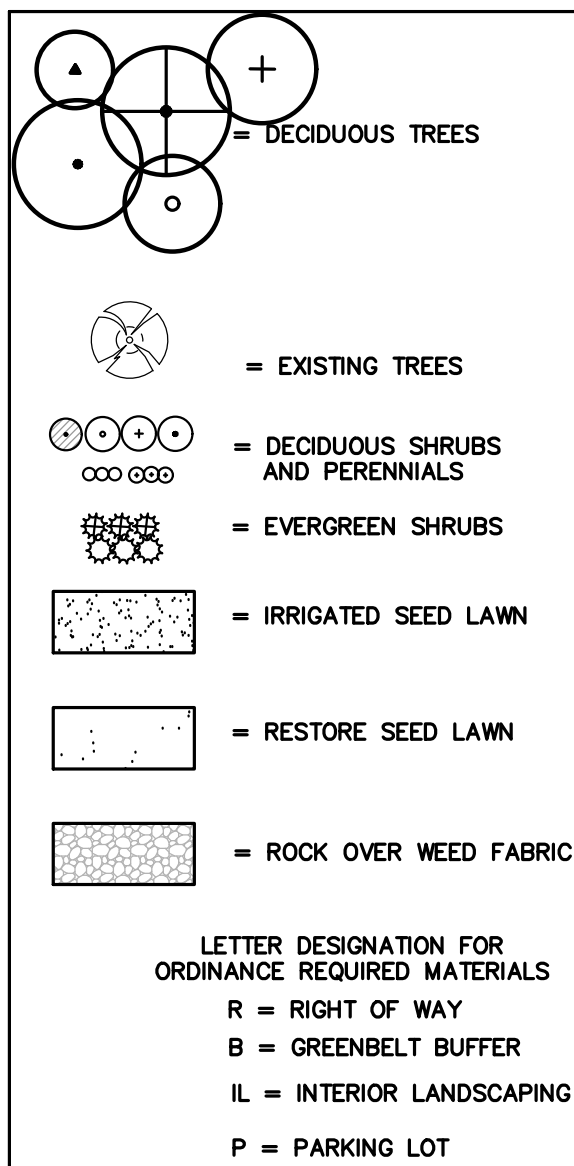
T1N, R11E, SEC 14 ASSESSOR'S PLAT NO 2 LOT 12, ALSO VAC S 3 FT OF ALLEY LYING NLY OF LOT 12 & SLY OF LOTS 5 TO 11 INCL, ALSO THAT PART OF VAC ALLEY LYING W OF LOT 12

NOT FOR CONSTRUCTION

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
ARS3	5	ACER RUBRUM 'SCARSEN'	SCARLET SENTINEL MAPLE	3" CAL.	B&B	PER PLAN	NATIVE	
GTS3	2	GLEDITSIA TRIACANTHOS 'INERMIS 'SUNCOLE'	SUNBURST HONEY LOCUST	3" CAL.	B&B	PER PLAN	NATIVE	
LSS3	19	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEET GUM	3" CAL.	B&B	PER PLAN	NON-NATIVE	
QBB3	3	QUERCUS BICOLOR 'BONNIE AND MIKE'	BEACON® OAK	3" CAL.	B&B	PER PLAN	NATIVE	
QS3	3	QUERCUS ROBUR X ALBA 'JFS-KW10X'	STREETSPIRE® OAK	3" CAL.	B&B	PER PLAN	NATIVE	
SR3	3	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	3" CAL.	B&B	PER PLAN	NON-NATIVE	
TA3	2	TILIA AMERICANA 'AMERICAN SENTRY'	AMERICAN SENTRY LINDEN	3" CAL.	B&B	PER PLAN	NATIVE	
TB3	3	TILIA AMERICANA 'BOULEVARD'	BOULEVARD AMERICAN LINDEN	3" CAL.	B&B	PER PLAN	NATIVE	
	40	SUBTOTAL:						
ORNAMENTAL TREES								
ACA2	3	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	2" CAL.	B&B	PER PLAN	NATIVE	
AL2	2	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	2" CAL.	B&B	PER PLAN	NATIVE	
CC2	2	CERCIS CANADENSIS	EASTERN REDBUD	2" CAL.	B&B	PER PLAN	NATIVE	
	7	SUBTOTAL:						
SHRUBS								
AL18	1	ARONIA MELANOCARPA 'UCONNAM165'	LOW SCAPE MOUND® BLACK CHOKEBERRY	18" HT.	CONT.	PER PLAN	NATIVE	
CS30	80	CORNUS SERICEA 'KELSEY'	KELSEY'S DWARF RED TWIG DOGWOOD	30" HT.	B&B OR CONT.	36" O.C.	NATIVE	
DG24	6	DEUTZIA GRACILIS 'NIKKO'	NIKKO DEUTZIA	24" HT.	B&B OR CONT.	36" O.C.	NON-NATIVE	
HA30	6	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	30" HT.	B&B OR CONT.	4' O.C.	NON-NATIVE	
IW24	2	ILEX VERTICILLATA 'WINTER RED'	WINTER RED WINTERBERRY	24" HT.	B&B OR CONT.	6' O.C.	NATIVE	
IVH30	9	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	30" HT.	CONT.	PER PLAN	NON-NATIVE	
IVS24	5	ITEA VIRGINICA 'SPRICH'	LITTLE HENRY® SWEETSPIRE	24" HT.	B&B OR CONT.	36" O.C.	NON-NATIVE	
JO30	6	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL EASTERN REDCEDAR	30" HT.	CONT.	PER PLAN	NATIVE	
RG24	46	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	24" SPRD	CONT.	PER PLAN	NATIVE	
TM30	8	TAXUS X MEDIA 'DENSIFORMIS'	DENSE ANGLO-JAPANESE YEW	30" HT.	B&B OR CONT.	42" O.C.	NON-NATIVE	
VC36	14	VIBURNUM CARLESII 'COMPACTUM'	COMPACT KOREANSPICE VIBURNUM	36" HT.	B&B OR CONT.	4' O.C.	NON-NATIVE	
	183	SUBTOTAL:						
PERENNIALS								
CK2	5	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1 GAL.	POT	36" O.C.	NON-NATIVE	
EM	6	EUPATORIUM MACULATUM 'GATEWAY'	GATEWAY JOE PYE WEED	1 GAL.	POT	30" O.C.	NATIVE	
HP	15	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	POT	2' O.C.	NATIVE	
IV	10	IRIS VERSICOLOR	BLUE FLAG	1 GAL.	POT	18" O.C.	NON-NATIVE	
NC	63	NEPETA X 'CATS' PALAMAS'	CAT'S PALAMAS CATMINT	1 GAL.	POT	30" O.C.	NON-NATIVE	
PVS2	19	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	1 GAL.	POT	30" O.C.	NATIVE	
	122	SUBTOTAL:						

KEY



LANDSCAPE CALCULATIONS

PER CITY OF MADISON HEIGHTS ZONING ORDINANCE: ZONED B-2 GENERAL BUSINESS

RIGHT OF WAY GREENBELT LANDSCAPE = R

REQUIRED: 1 TREE AND 4 SHRUBS PER 30 LF
INTERSTATE 75: 410 / 30 = 13.67 = 14 TREES AND 55 SHRUBS
12-MILE ROAD: (61.5 - 30) / 30 = 1.05 = 1 TREE AND 5 SHRUBS

PROVIDED:
INTERSTATE 75: EXISTING WALL AND LANDSCAPE TO REMAIN
12-MILE ROAD: 2 PROPOSED TREES, 8 PROPOSED SHRUBS, 15 PERENNIALS

GREENBELT BUFFER LANDSCAPE ADJ. TO RESIDENTIAL = B

REQUIRED: 1 TREE AND 4 SHRUBS PER 30 LF
SOUTH BOUNDARY: 373 / 30 = 12.43 = 13 TREES AND 52 SHRUBS
EAST BOUNDARY: 184 / 30 = 6.13 = 6 TREES AND 28 SHRUBS
SE BOUNDARY: 161 / 30 = 5.3 = 6 TREES AND 24 SHRUBS

PROVIDED:
SOUTH BOUNDARY: 13 COLUMNAR TREES, 52 SHRUBS AND EXISTING WALL TO REMAIN
EAST BOUNDARY: 6 COLUMNAR TREES, 28 SHRUBS AND EXISTING WALL TO REMAIN
SE BOUNDARY: 7 TREES, 48 SHRUBS, 63 GRASSES/PERENNIALS AND PROPOSED WALL

INTERIOR LANDSCAPING = IL

REQUIRED:
5% OF THE TOTAL IMPERVIOUS AREA (BUILDINGS AND PAVED AREAS).
ONE DECIDUOUS TREE AND THEN ONE DECIDUOUS TREE FOR EVERY ADDITIONAL 400 SF OF REQUIRED INTERIOR LANDSCAPE AREA
(2) HRUBS AND THEN (2) SHRUBS FOR EVERY ADDITIONAL 400 SF OF REQUIRED INTERIOR LANDSCAPE AREA

IMPERVIOUS AREA: 71,080 SF
REQUIRED:
71,080 X (0.05) = 3554 SF OF LANDSCAPE AREA
3554 / 400 = 8.89 = 9 TREES AND 18 SHRUBS

PROVIDED:
9 PROPOSED TREES AND 18 PROPOSED SHRUBS

PARKING LOT LANDSCAPE = P

REQUIRED:
5 SF OF REQUIRED PARKING LOT LANDSCAPE PER PARKING SPACE AND ONE DECIDUOUS TREE FOR EVERY 100 SF OF REQUIRED PARKING LOT LANDSCAPE.

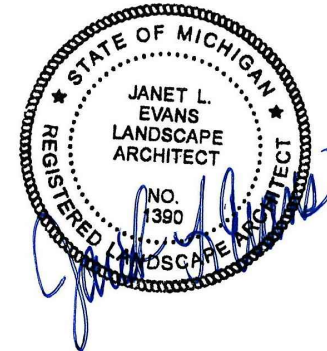
170 PARKING SPACES X 5 SF = 850 SF OF REQUIRED PARKING LOT LANDSCAPE AND
850 / 100 = 9 REQUIRED TREES.

PROVIDED:
10 PROPOSED TREES AND LOW SHRUBS IN BIOSWALES

GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1, GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 4" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.
- TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

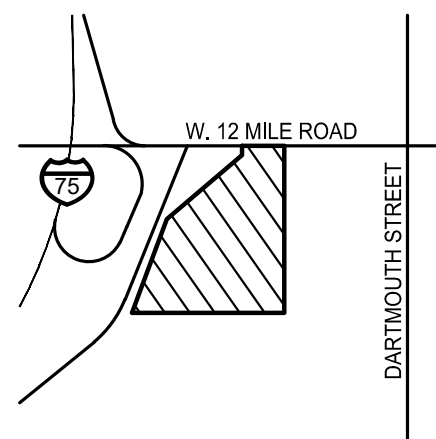
PEA GROUP
t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT

NAJOR COMPANIES
600 NORTH OLD WOODWARD, SUITE 100
BIRMINGHAM, MICHIGAN 48009

PROJECT TITLE

NAJOR 12 MILE & I-75
611 W. 12 MILE ROAD
MADISON HEIGHTS, OAKLAND COUNTY, MI

REVISIONS

CITY COMMENTS 7-14-25

ORIGINAL ISSUE DATE:
JUNE 10, 2025

DRAWING TITLE

PRELIMINARY LANDSCAPE PLAN

PEA JOB NO. 25-0636

P.M. GB

DN. TC

DES. JLE

DRAWING NUMBER:

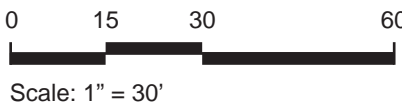
L-1.0

NOT FOR CONSTRUCTION



Madison Heights Restaurant

August, 2025





Madison Heights Restaurant - Dartmouth Street View

September, 2025



Madison Heights Restaurant - Dartmouth Street View

September, 2025

PEA GROUP

1849 Pond Run
Auburn Hills, MI 48326

844.813.2949
peagroup.com

July 14, 2025

Matt Lonnerstater, AICP
City Planner – City of Madison Heights
300 W. 13 Mile Rd.
Madison Heights, MI 48071

**RE: Madison Heights Restaurant – I-75 and 12 Mile Rd.
Special Land Use Project Narrative**

Dear Mr. Lonnerstater:

The following is a project narrative, as required for a Special Land Use approval, which provides a written description of the nature of the proposed use(s), including: product or services to be provided; activities to be conducted inside and outside the building; types of equipment to be used; hours of operation; number of employees; expected levels/types of vehicular traffic coming to and from the site; other information.

Project Narrative

The Madison Heights Restaurant project proposes a 7,105 sf Bubba's 33 restaurant, with associated infrastructure, parking and landscaping. The following information has been provided from their website:

Bubba's 33 was born in 2013 and was created by Kent Taylor, the founder of Texas Roadhouse. Our focus has always been on delicious, made-from-scratch food, friendly service, and a fun atmosphere. Our food is scratch-made daily. We're known for our friendly service. We give back to the communities we serve. We partner with local organizations. And we want you to be a part of it.

Their menu consists of appetizers, wings, pizzas, burgers, sandwiches, bubba's dinners, signature pastas, salads, sides and extras, kids meals, beverages and desserts.

Hours of operation are expected to be Sunday – Thursday 11am – 10pm, and Friday – Saturday 11am – 11pm and will have approximately 20 employees, which varies by location and depends on staffing levels needed.

Traffic is anticipated to be entering the property from the I-75 interchange through the primary entrance on 12 Mile Rd. Based on the restaurant size and peak demand, along with employees and anticipated wait time of a maximum of 1 hour, additional parking spaces and an access drive to the signalized intersection at Dartmouth St. and 12 Mile Rd. are required. In addition, Fire Department and emergency services requires multiple access points to a development with this occupancy in the establishment at peak times. This access drive is an enhancement to the existing alley currently in place, which is narrow and overgrown. The

proposed improvements will include landscape screening and a 6' screen wall, which is extended from the existing screen wall currently around the property border with the residential-zoned parcels.

Let me know if you have any questions.

Sincerely,



Gregory Bono, PE
Project Manager

Date: October 31, 2025

To: Madison Heights City Council Members

From: Lauren Warren, PE, PTOE, PMP - Director of Traffic Engineering, Cincar Consulting Group, LLC

Subject: Executive Summary – Traffic Review for Proposed Bubba’s 33 Restaurant

Dear Council Members,

C2G was retained by the property owner (Najor Companies) to review traffic operations related to the proposed Bubba’s 33 restaurant on 12 Mile Road, west of Dartmouth Street. The purpose of this study was to understand current traffic conditions, review potential impacts from the proposed redevelopment, and identify ways to keep traffic moving safely and efficiently. A complete traffic impact assessment was performed and is provided for your review. Below is a summary of the findings.

Existing Conditions

The intersection of Dartmouth Street and 12 Mile Road is signalized and currently provides one northbound lane for all turning movements. Residents have noted that traffic on northbound Dartmouth often backs up during busy hours, especially in the morning when many drivers turn left toward I-75.

Our staff observed traffic in the area on Monday evening, October 20, 2026 and Tuesday morning, October 21, 2026. During these times, queues were short—typically about three to four vehicles per signal cycle—and cleared with each green light. It was observed that a steady stream of southbound right turn vehicles left small gaps for the northbound left vehicles to turn.

The traffic signal is operated by the Road Commission for Oakland County and uses an adaptive control system called SCATS, which adjusts green times based on traffic demand. Because signal timing changes throughout the day, our analysis used a fixed set of timings to evaluate performance using industry-standard methods.

Overall, the data and observations show that the current single-lane northbound configuration is functioning adequately, and the queueing is a **pre-existing condition**.

Trip Generation and Access

The former Marinelli’s restaurant was about 6,500 square feet. The new Bubba’s 33 will be slightly larger at 7,000 square feet. Both are full-service restaurants with similar traffic patterns. Based on national trip generation data (ITE Manual), the new restaurant would generate about **four additional vehicle trips** during the busiest evening hour compared to the previous restaurant. This equates to about one additional vehicle every fifteen minutes, a minor increase from prior site. The restaurant is not open in the morning for business and thus would not impact the morning peak.

Because of recent changes made when the I-75 Diverging Diamond Interchange (DDI) was built, the 12 Mile Road driveway can now only be used for **right turns in and out** of the restaurant site. Left turns into or out of this driveway are no longer practical due to nearby lane configurations.

To provide safe and effective full access to the site, vehicles will also use the existing one-lane public alley connection to Dartmouth Street. Patrons of the Marinelli's site also used this alleyway to complete left turns onto 12 Mile Road. The existing alley is only wide enough for a single vehicle which creates a conflict if a car leaves the restaurant and a vehicle enters the alley from Dartmouth. The single lane alley may also encourage patrons leaving the restaurant to attempt a left-out at the 12 Mile Road entrance, which is a concern of the Road Commission for Oakland County (RCOC).

The developer has purchased the adjacent residential property south of the alley and proposes widening the alley to a **two-lane driveway**, allowing for safe two-way access to and from Dartmouth Street. The Bubba's 33 development can occur with existing zoning on the parcel today. No regulatory changes are required for the site. However, without improved access, the development, or any alternative development on this site, may not occur due to the constrained directional access. The alley must be widened to two lanes for traffic to access the site safely and effectively. **The approval of the Special Land Use for this property will achieve this.**

Operational Improvements

Hearing the concerns of the residents along Dartmouth, Najor Companies and C2G are actively working with Madison Heights planning and engineering as well as RCOC to discuss options for changes to the Dartmouth at 12 Mile Road traffic signal that address the complaints the residents. While the intersection works reasonably well today, several alternatives were explored to improve the northbound Dartmouth delay. A full description of each alternative, sketches and operational analysis is provided.

The recommended improvement changes the southbound lane configuration on Dartmouth Street so that the existing left lane serves both through and left-turn traffic, while the right lane becomes a dedicated right-turn lane. The signal would also be adjusted so that southbound right turns can move at the same time as eastbound left turns.

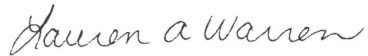
This change allows more vehicles to pass through each signal cycle, reduces the number of turning conflicts, and helps ease congestion for northbound Dartmouth traffic. It's an efficient and affordable solution that benefits both the existing intersection and future site operations.

Conclusion

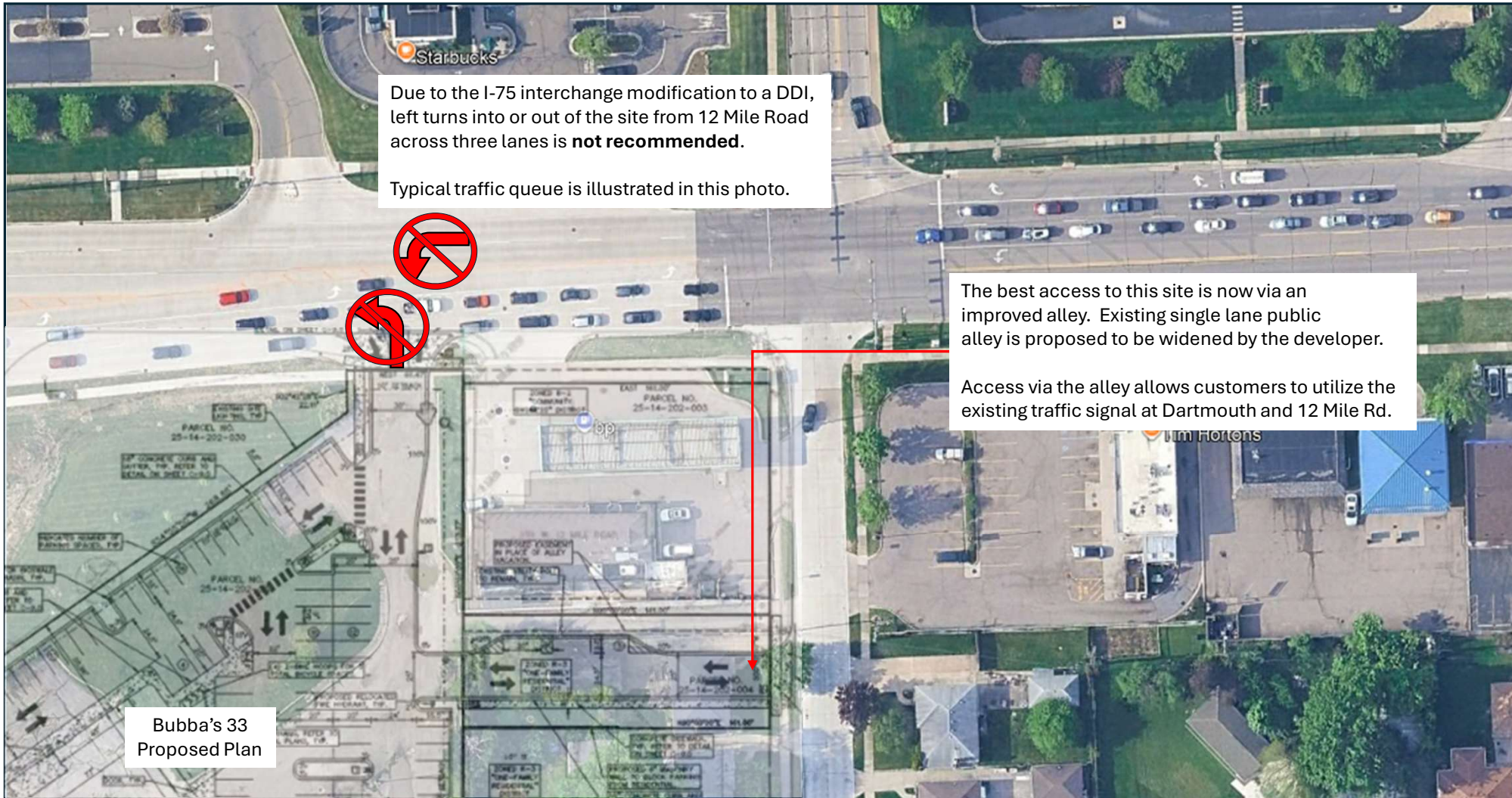
Our review shows that the proposed Bubba's 33 restaurant will have **no meaningful increase in traffic** compared to the former restaurant. The access plan, which includes widening the alley (via the SLU), will ensure safe and convenient access for customers, employees, and delivery vehicles.

No regulatory changes are required for the site and the proposed improvement to the southbound approach will provide a noticeable benefit to drivers at Dartmouth Street and 12 Mile Road.

We appreciate the City's consideration of this report and are confident that this redevelopment will make productive use of a long-vacant site while maintaining safe and efficient traffic flow for the community.



Lauren Warren, PE, PTOE, PMP
Director of Traffic Engineering and ITS
Cincar Consulting Group, LLC

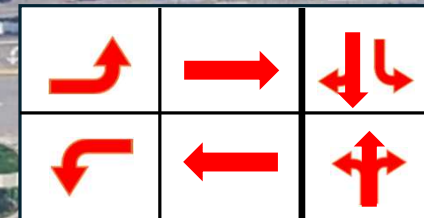


Proposed Site with Existing Conditions

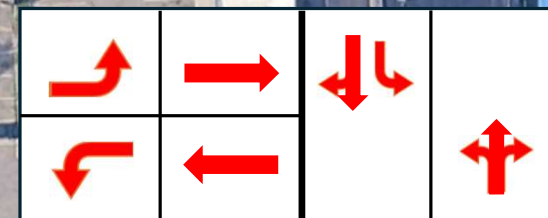
Split-phase traffic signal operation was tested. This alternative only modifies the traffic signal operation. It provides exclusive movements for the minor street. The northbound movements are allowed to move by themselves, and then the southbound (or vice versa). This proved to be inefficient and increased intersection delays.

This alternative is not recommended.

Current Signal Operation

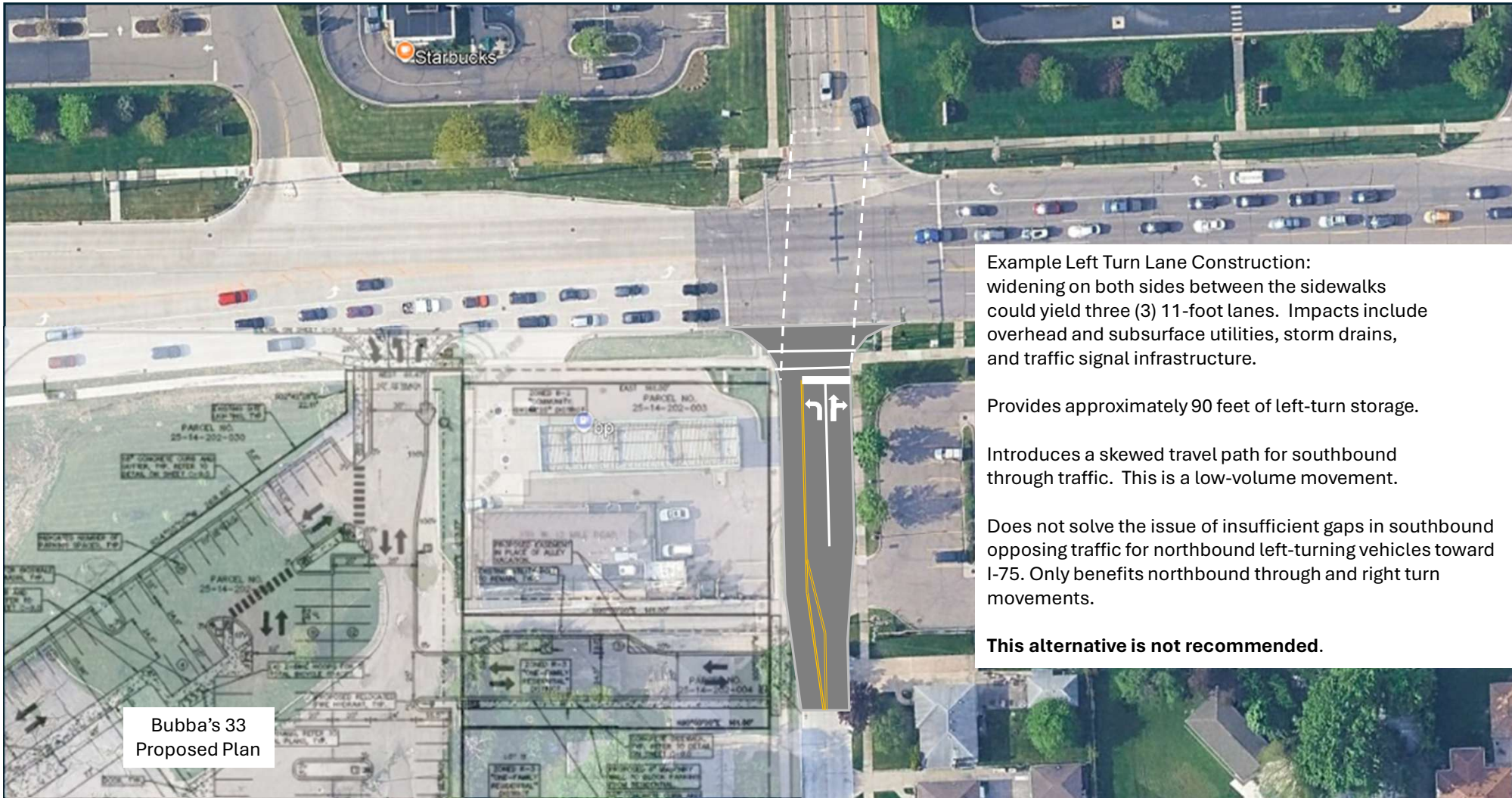


Split Phase Signal Operation



Bubba's 33
Proposed Plan

Split Phase Operation



Example Left Turn Lane Construction: widening on both sides between the sidewalks could yield three (3) 11-foot lanes. Impacts include overhead and subsurface utilities, storm drains, and traffic signal infrastructure.

Provides approximately 90 feet of left-turn storage.

Introduces a skewed travel path for southbound through traffic. This is a low-volume movement.

Does not solve the issue of insufficient gaps in southbound opposing traffic for northbound left-turning vehicles toward I-75. Only benefits northbound through and right turn movements.

This alternative is not recommended.







Added Northbound Left Turn Lane (NOT TO SCALE)

Recommended solution changes how the lanes are used on the southbound side of the intersection. The left lane would handle both through and left-turn traffic, while the right lane would become a dedicated right-turn lane. The traffic signal would also be adjusted so that southbound right turns move at the same time as eastbound left turns. These small changes let more southbound cars move through each light cycle, reduce conflicts with northbound left-turning traffic, and help ease the congestion that drivers on Dartmouth Road are seeing today. This is a simple, highly effective fix that should noticeably improve the intersection.







This solution helps the neighborhood today, without the Bubba's 33 development. Below is a table of the existing traffic conditions, the existing conditions plus this improvement, and the estimated opening year conditions of Bubba's 33 with this improvement.

This is the recommended alternative.

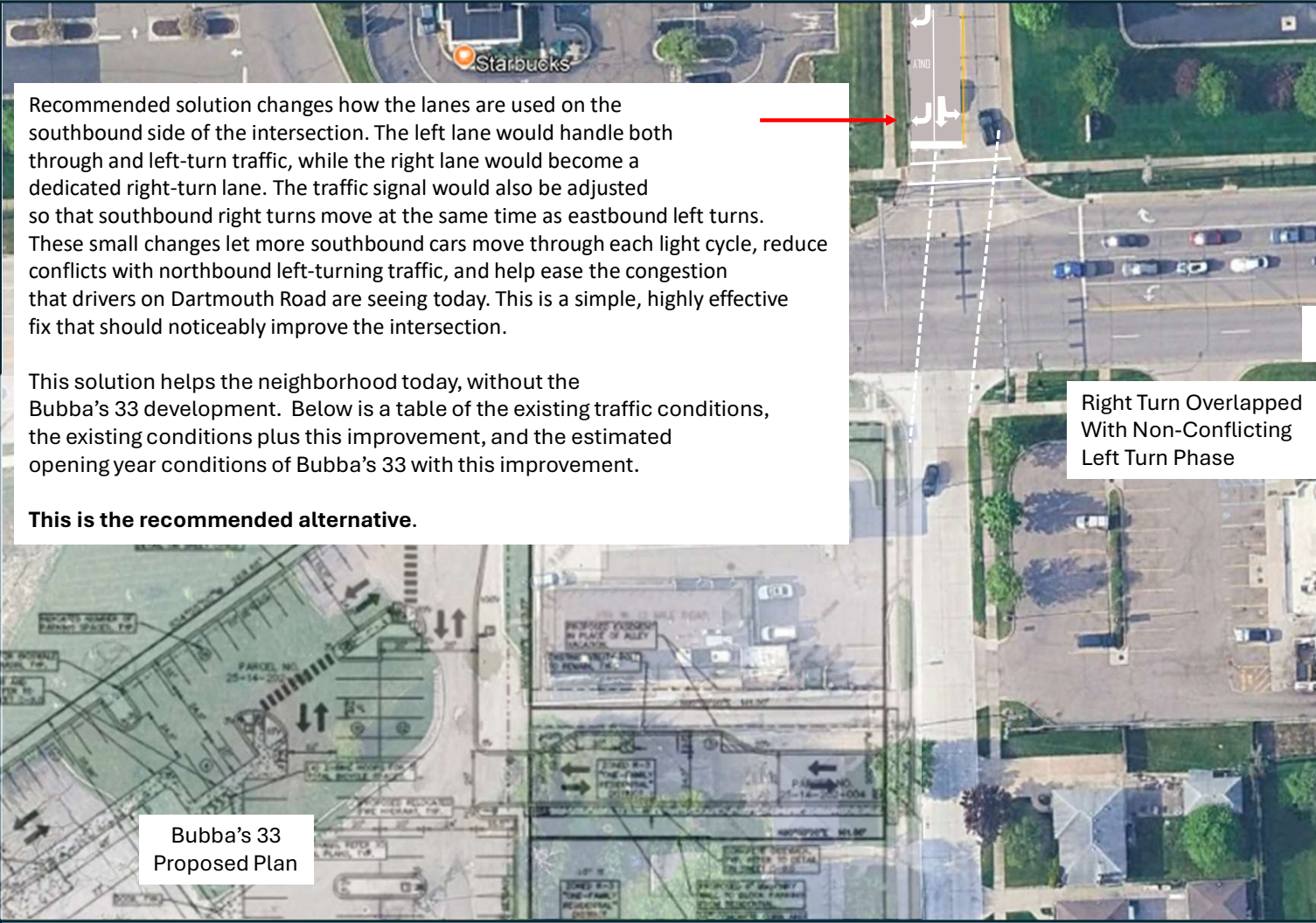
Current Signal Operation


Proposed Signal Operation

Right Turn Overlapped With Non-Conflicting Left Turn Phase




Bubba's 33 Proposed Plan



Example of Right Turn Overlap Signal indication. From John R Rd

Operational Improvements – Updated Southbound Lane Assignments and Right Turn Overlap



October 31, 2025

Najor Companies
Attn: Brian F. Najor, President
600 N. Old Woodward
Suite 100
Birmingham, MI 48009

Re: DRAFT TRAFFIC ASSESSMENT - TECHNICAL MEMORANDUM

The purpose of this memorandum is to provide a concise evaluation of traffic conditions related to the redevelopment of the former Marinelli's restaurant site into a new Bubba's 33 restaurant. This analysis addresses the topics identified in the City's scope of review, including:

- Existing Conditions and Queues,
- Driveway versus Alley Access,
- Trip Generation Comparison, and
- Summary of Mitigation Alternatives

The findings are intended to support the zoning modification request associated with the acquisition and incorporation of an adjacent residential parcel and to demonstrate that the proposed development can be reasonably accommodated within the existing roadway network with targeted improvements primarily related to existing operational issues.

Existing Conditions / Queues

The project site is located along 12 Mile Road west of Dartmouth Street. Dartmouth Street at 12 Mile Road is a signalized intersection that currently provides a single northbound travel lane that serves both through and left-turn movements. Resident feedback indicates that traffic queues frequently form on northbound Dartmouth during peak hours, particularly in the morning when a significant proportion of vehicles are turning left toward I-75. The single-lane configuration results in left-turning vehicles yielding to opposing traffic, blocking through and right turn movements, and contributing to longer queues that often cannot clear within the allotted green time.

A C2G staff member directly observed this movement on the evening of Monday, October 20th, and the morning of Tuesday, October 21st. At neither time was an extensive northbound queue observed. A few motorists were streaking through the yellow and one red violation, but the street was clear after each observed cycle of the traffic signal.

The traffic signal at Dartmouth St and 12 Mile Rd is operated by the Road Commission for Oakland County (RCOC) using SCATS. This adaptive signal control system prioritizes progression along 12 Mile Rd as part of a coordinated corridor. SCATS can allocate green time dynamically based on detected demand. This introduces variability from one signal cycle to the next. To perform this analysis, a fixed set of phase timings (obtained from the RCOC traffic signal timing permit provided) was used in the

Synchro Suite software to obtain Level of Service (LOS) according to the Highway Capacity Manual (HCM) methodologies.

The current queueing issue is a pre-existing condition, independent of the proposed redevelopment. Preliminary analysis indicates that the existing single-lane northbound configuration works adequately. The 50th percentile queue length for the northbound Dartmouth St movement during the AM peak period (the critical peak period for the day) is approximately three (3) vehicles long. This was also observed in the field with queues of around 3-4 vehicles per cycle.

Trip Generation Comparison

The previous land use, Marinelli's restaurant, occupied approximately 6,500 square feet and operated as a full-service dining establishment. The proposed Bubba's 33 restaurant is anticipated to occupy approximately 7,000 square feet, also functioning as a full-service dining venue. Based on the ITE Trip Generation Manual (12th Edition), land use code 932 (Sit-Down Restaurant) will be used to evaluate both uses for consistency and comparability.

A trip generation comparison table will be provided to summarize peak hour trips associated with both the existing and proposed uses. Only the PM Peak Hour trips are estimated due to Bubba's 33 hours of operation. The restaurant does not open until 11 am.

Land Use	Size (GSF)	AM Peak Hour Trips	PM Peak Hour Trips
Previous Marinelli's	6,500 SF	N/A - Closed	60
Proposed Bubba's 33	7,000 SF	N/A - Closed	64
Net Increase		N/A	+4

Given the similar land use type, operational style, and modest increase in square footage, preliminary expectations indicate that the proposed redevelopment will result in little to no meaningful net increase in peak-hour traffic relative to the former restaurant.

12 Mile Driveway and the Public Alley

Two access points are proposed for the site, utilizing an existing 12 Mile Rd access point for right-in and right-out access, and via Dartmouth using an existing single-lane alley. Due to the recently completed DDI interchange at I-75, the existing driveway on 12 Mile Rd can no longer serve as a full access point. There is not enough width on 12 Mile Rd at the driveway to form a left turn lane into the site. Any left turn from 12 Mile Rd into the site will conflict with the beginning of the left turn lane on 12 Mile Rd to Southbound I-75.

It is important to note that the DDI interchange was constructed after the closure of the Marinelli's restaurant. During the previous restaurant's operation, left turns in and out of the 12 Mile Rd driveway were easier to perform because there was previously a two-way left turn lane at the entrance. With the DDI in place, creating a left turn lane on 12 Mile Rd is not practical.

The existing single-lane alley served as an alternative access for Marinelli's patrons to use the Dartmouth signal to turn left. It is believed that the alley predominantly served exiting traffic to the signal. With no left turns at the 12 Mile Rd driveway, the alley is the only other access point to the proposed site.

To replace the mobility that would be lost in this change, the developer has acquired the adjacent residential parcel to the south of the existing alley, which is the focus of zoning modification request. Owning this parcel allows for the widening and improvement of the alley to a full-width two-way driveway to the proposed restaurant. This enables traffic turning left into and out of the site to use the Dartmouth St traffic signal (Figure 1).

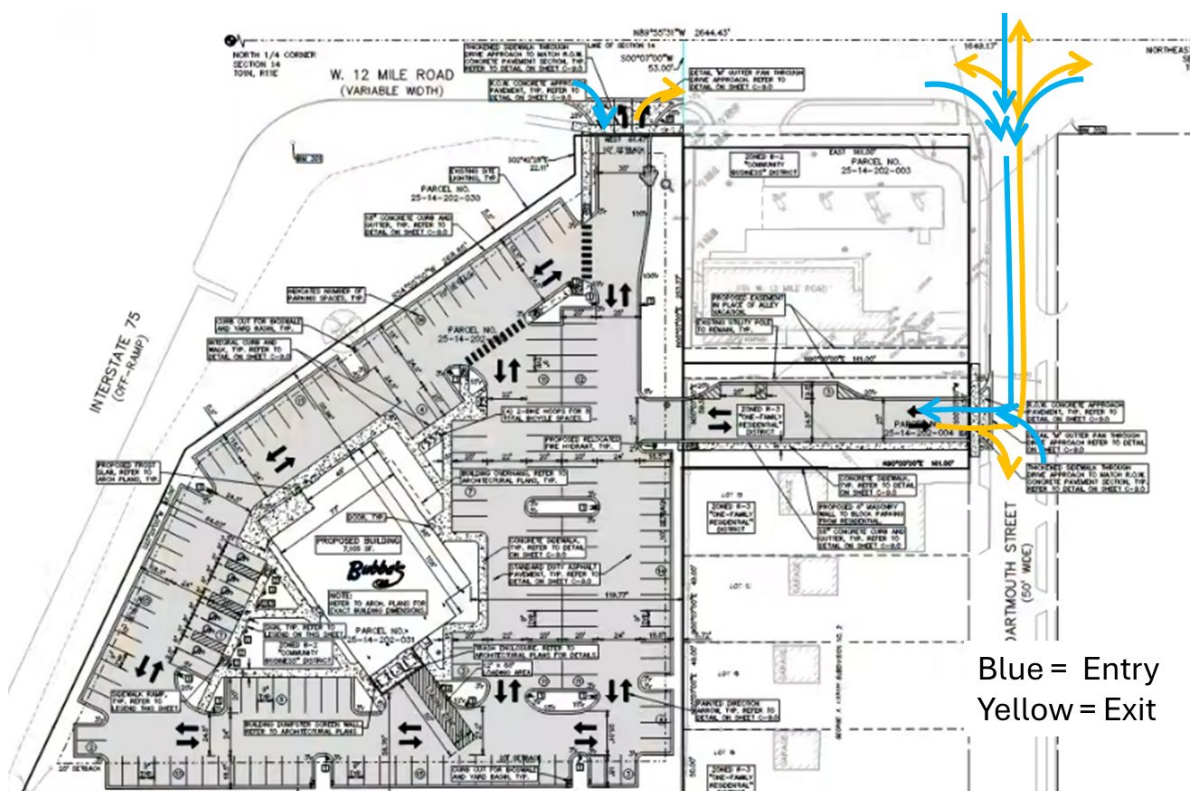


Figure 1. Site Map with Directions of Access

The Bubba's 33 development can occur with existing zoning on the parcel today. No regulatory changes are required for the site. Without the access plan above, the development, or any alternative development on this site, may not occur due to the constrained directional access. The alley must be widened to two lanes for traffic to access the site safely and effectively. Without the widening, it would be very difficult for two-way traffic to use the alley.

Existing Traffic and Future Trip Distribution

A future trip distribution analysis illustrates the proportional use of Dartmouth St versus the alley for project-generated traffic (Figure 2). Traffic counts at 12 Mile Road and Dartmouth St were taken on Tuesday, October 14, 2025, and are attached to this memo.

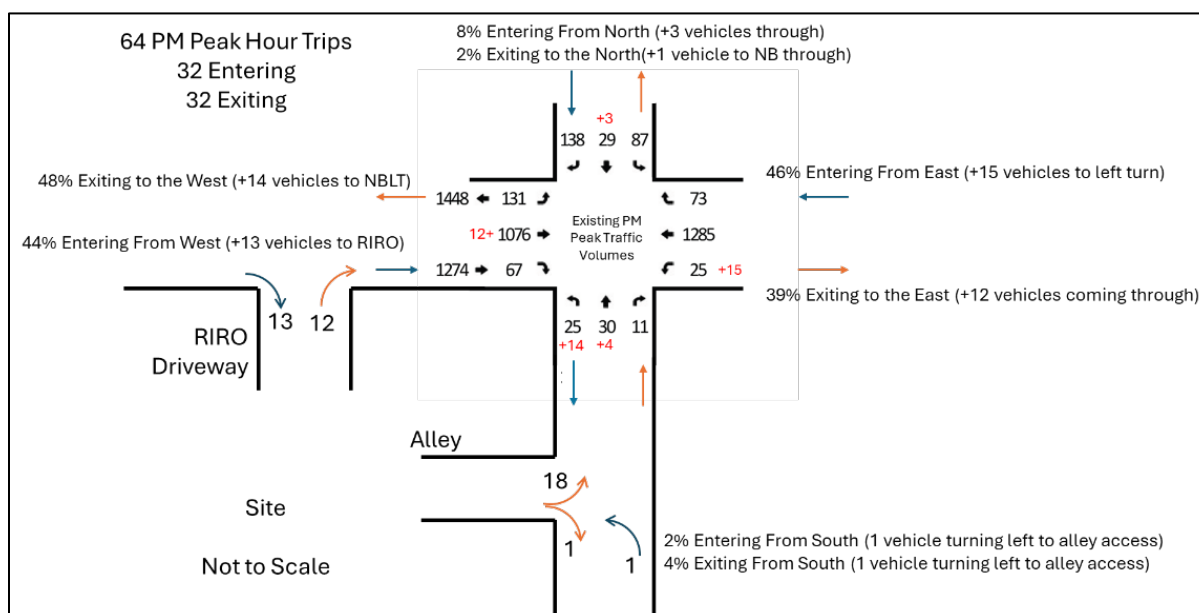


Figure 2. Existing PM Peak Hour Turning Movements with Added Project Trips

Summary of Mitigation Alternatives

Since existing queueing and delay conditions on Dartmouth St are currently present and constrained by roadway geometrics and signal timing, an operational improvement analysis was performed on the current traffic conditions. Multiple alternatives were evaluated through traffic modeling to assess potential mitigation strategies, including:

- Split phasing the minor street approaches to provide protected left-turn movements.
- Constructing a dedicated northbound left-turn lane to isolate turning traffic.
- A package of operational improvements, including lane reassignments and signal modifications.

Alternatives were developed primarily to provide quickly implementable, affordable, high-impact solutions for the existing conditions on northbound Dartmouth. In all alternatives tested the intersection retained the 100-second cycle length and offset that runs under existing conditions, keeping mitigations isolated from the 12 Mile Rd corridor.

- **Split phasing** the minor street approaches did not achieve any objectives. This makes the current conditions much worse because the traffic signal's cycle is further divided to create time for an additional phase. This alternative is **not recommended**.
- **Constructing a northbound left-turn lane** increases the intersection skew for through traffic across the street. While it separates the northbound left-turning traffic, it does not create gaps in opposing southbound right traffic. Therefore, this alternative will not reduce northbound left turn queueing or delays and is **not recommended**.
- Lastly, a package of **operational improvements** was tested. This includes reversing the current lane assignments on the southbound approach to a shared through-left lane and introduces a right-turn overlap (eastbound left turn coupled with the southbound right turn). The reversed lane assignments create a dedicated right-turn lane, and the right-turn overlap will clear more vehicles, thus reducing the number of conflicting vehicles for the northbound left-turn movement. This is a simple solution that will help solve the existing Dartmouth Rd northbound congestion and the rest of the intersection.

Each of these alternatives is illustrated in the Appendix.

Proposed Alternative

A schematic of the proposed alternative is shown below, including the addition of a “skip-hop” line through the intersection for the southbound through traffic. This skew would mimic the northbound through movement as well, creating a better aligned transition through the intersection. The existing southbound through signal would be revised to a 5-section “doghouse” signal head to provide the right-turn overlap indication.

This alternative was tested with a future growth rate of 1% per year for 2 years, with the proposed development traffic included. The proposed alternative still operates at acceptable LOS and delay under future conditions as shown in Table 1.

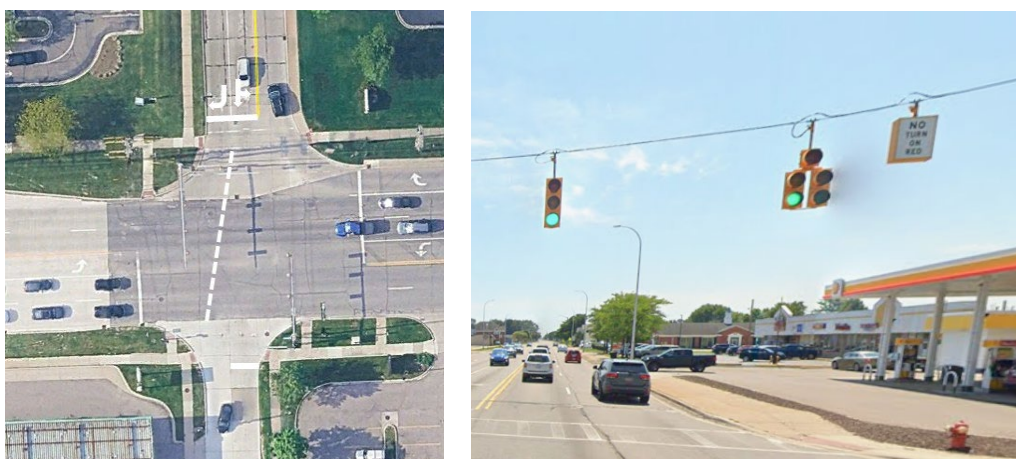
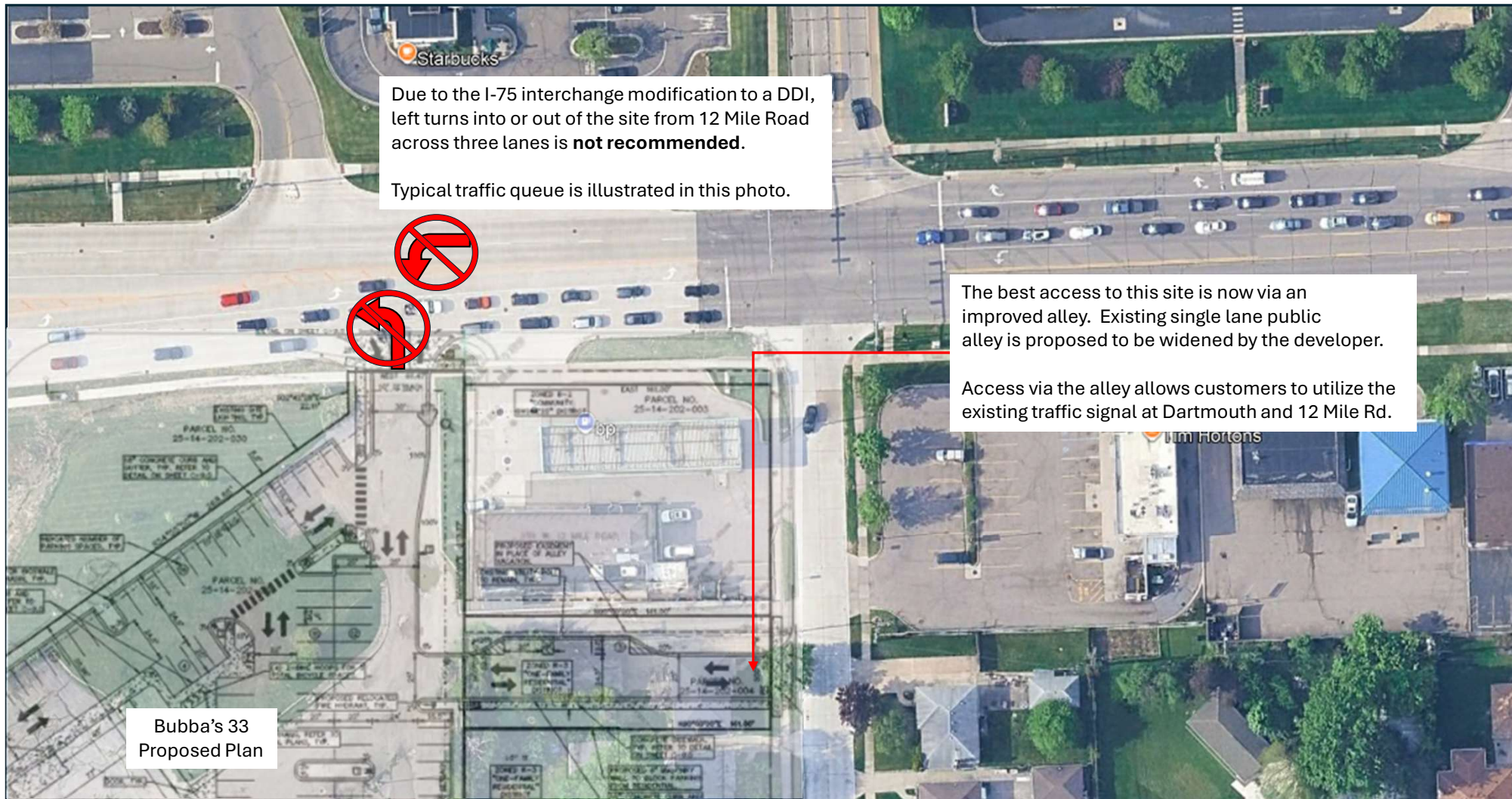


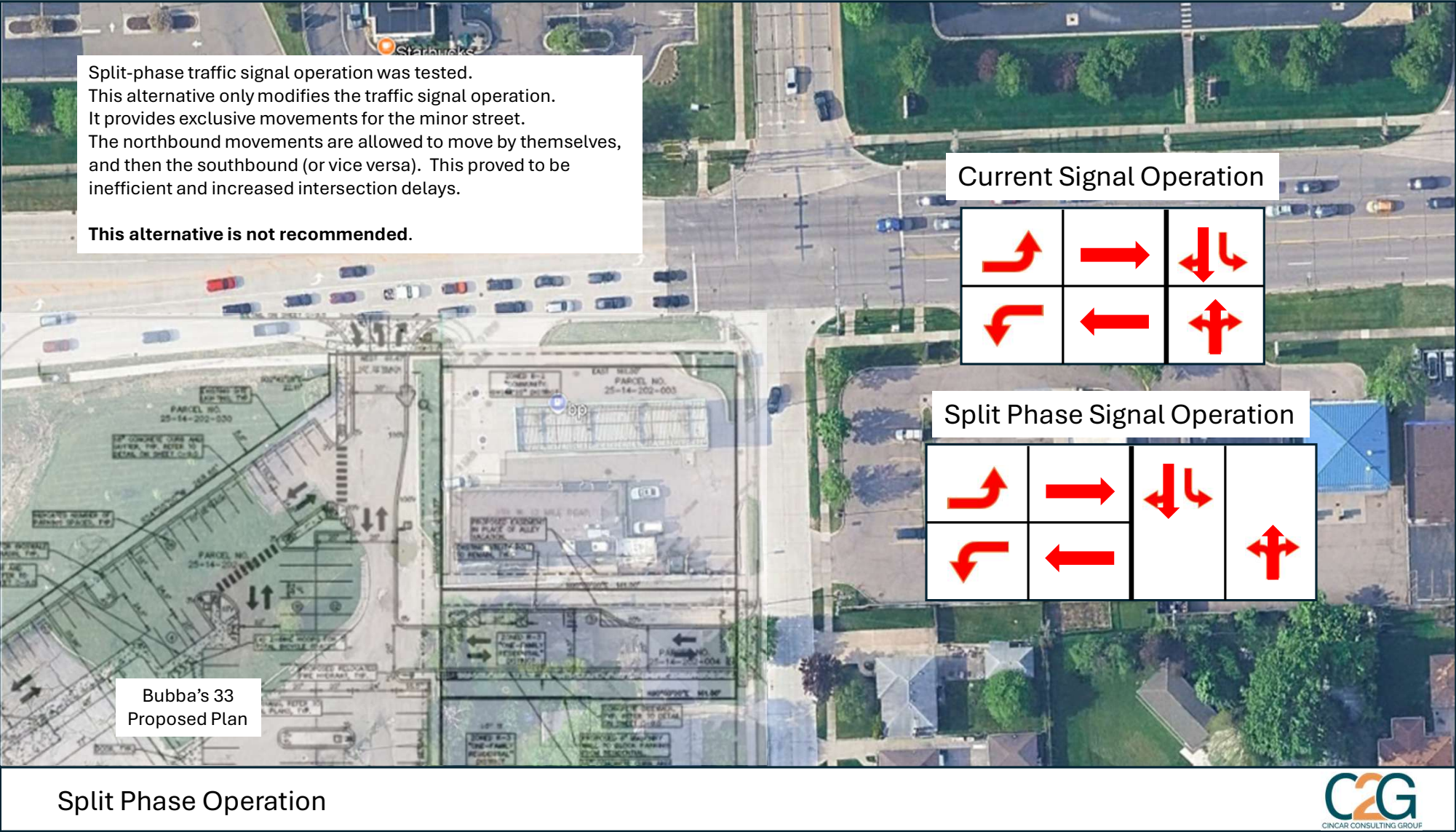
Figure 3. Illustration of Supplemental Intersection Marking and Traffic Signal Modification

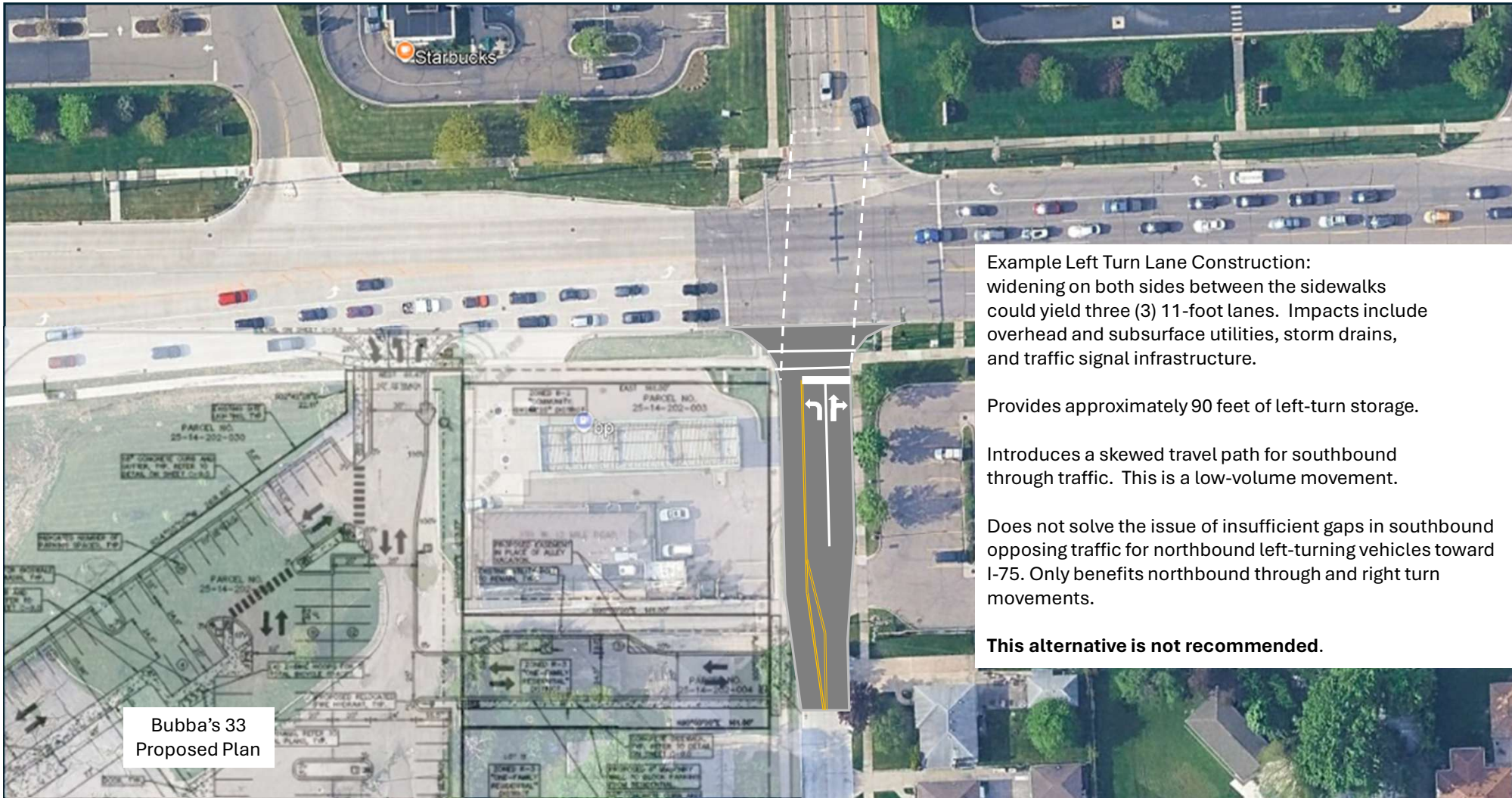
Table 1. Intersection Performance Measures

Dartmouth At 12 Mile Intersection Scenarios		Key Metrics				HCM LOS				
		NB Queue Length (veh)	NB Capacity	SB Queue Length (veh)	SB Capacity	EB	WB	NB	SB	Overall
PM Peak Period	Existing	1.6	45%	2 LT/5 TH&RT	42%/80%	9/A	10/B	42/D	47/D	13/B
	Existing + Split Phase	2	77%	3 LT/6 TH&RT	71%/99%	13/B	15/B	60/E	90/F	22/C
	Existing + NB Left Turn Lane	1LT/1TH&RT	21%/16%	2 LT/5 TH&RT	36%/73%	10/B	12/B	42/D	45/D	14/B
	Existing + SB Lane Assignments & RTOL	1.6	45%	3 LT&TH / 3 RT	54%/51%	9/B	10/B	42/D	41/D	13/B
	Build + SB Lane Assignments & RTOL	2.2	48%	3 LT&TH / 3 RT	50%/47%	11/B	11/B	44/D	39/D	14/B
AM Peak Period	Existing	3	56%	1 LT/3 TH&RT	14%/48%	9/A	13/B	45/D	40/D	14/B
	Build + SB Lane Assignments & RTOL	3	56%	1 LT&TH / 3 RT	21%/41%	7/B	11/B	46/D	39/D	12/B



Proposed Site with Existing Conditions





Example Left Turn Lane Construction: widening on both sides between the sidewalks could yield three (3) 11-foot lanes. Impacts include overhead and subsurface utilities, storm drains, and traffic signal infrastructure.

Provides approximately 90 feet of left-turn storage.

Introduces a skewed travel path for southbound through traffic. This is a low-volume movement.

Does not solve the issue of insufficient gaps in southbound opposing traffic for northbound left-turning vehicles toward I-75. Only benefits northbound through and right turn movements.

This alternative is not recommended.







Added Northbound Left Turn Lane (NOT TO SCALE)

Recommended solution changes how the lanes are used on the southbound side of the intersection. The left lane would handle both through and left-turn traffic, while the right lane would become a dedicated right-turn lane. The traffic signal would also be adjusted so that southbound right turns move at the same time as eastbound left turns. These small changes let more southbound cars move through each light cycle, reduce conflicts with northbound left-turning traffic, and help ease the congestion that drivers on Dartmouth Road are seeing today. This is a simple, highly effective fix that should noticeably improve the intersection.







This solution helps the neighborhood today, without the Bubba's 33 development. Below is a table of the existing traffic conditions, the existing conditions plus this improvement, and the estimated opening year conditions of Bubba's 33 with this improvement.

This is the recommended alternative.


Current Signal Operation

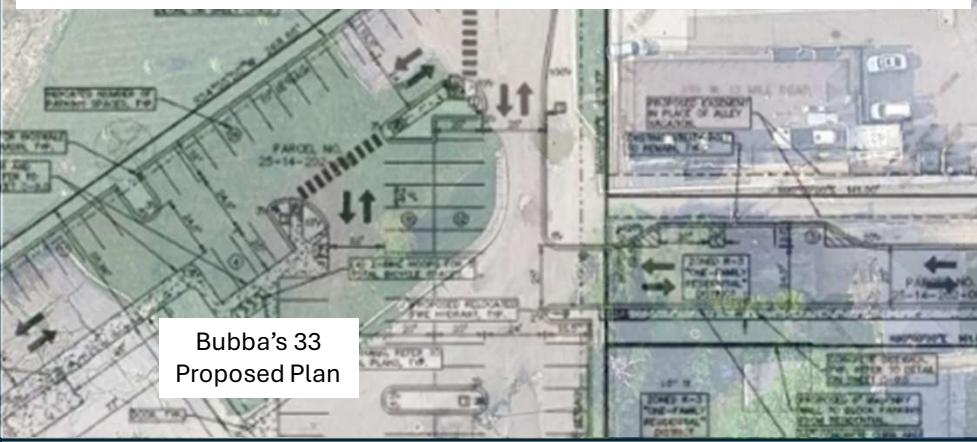
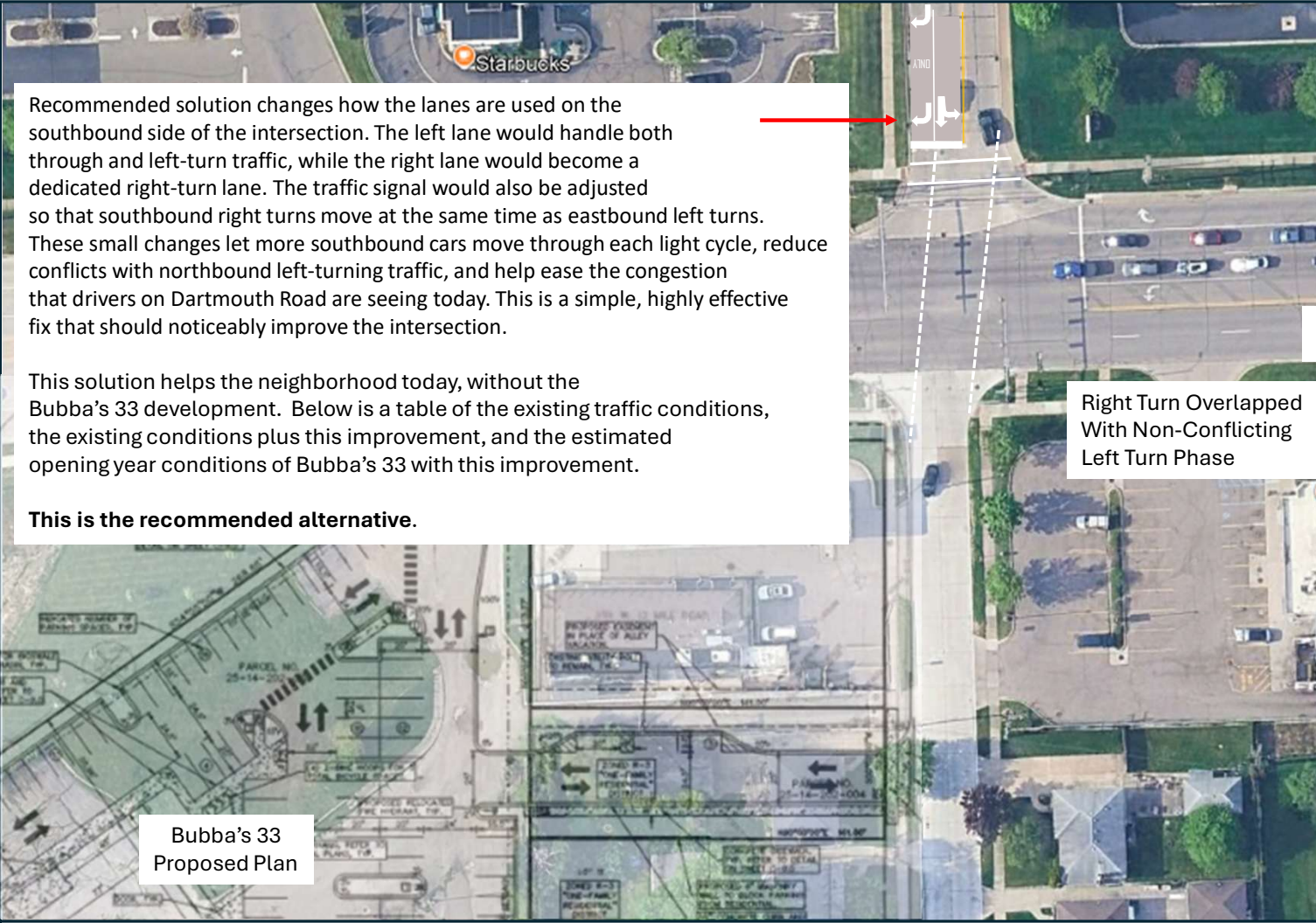
Proposed Signal Operation

Right Turn Overlapped With Non-Conflicting Left Turn Phase



Example of Right Turn Overlap Signal indication. From John R Rd



Bubba's 33 Proposed Plan





















Operational Improvements – Updated Southbound Lane Assignments and Right Turn Overlap

C2G
CINCAR CONSULTING GROUP

HCM 6th Signalized Intersection Summary

3:

10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Future Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1900	1900	1885	1900	1900	1900	1900	1900	1900	1885
Adj Flow Rate, veh/h	135	1109	69	26	1325	75	26	31	11	87	30	142
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	1	0	0	1	0	0	0	0	0	0	1
Cap, veh/h	332	2316	144	371	2339	1052	67	68	16	206	38	178
Arrive On Green	0.05	0.68	0.68	0.03	0.65	0.65	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	1781	3425	213	1810	3582	1610	131	524	127	1386	289	1366
Grp Volume(v), veh/h	135	580	598	26	1325	75	68	0	0	87	0	172
Grp Sat Flow(s),veh/h/ln	1781	1791	1847	1810	1791	1610	783	0	0	1386	0	1654
Q Serve(g_s), s	2.4	15.5	15.5	0.5	20.4	1.7	0.6	0.0	0.0	0.0	0.0	10.1
Cycle Q Clear(g_c), s	2.4	15.5	15.5	0.5	20.4	1.7	10.7	0.0	0.0	8.7	0.0	10.1
Prop In Lane	1.00		0.12	1.00		1.00	0.38		0.16	1.00		0.83
Lane Grp Cap(c), veh/h	332	1211	1249	371	2339	1052	152	0	0	206	0	215
V/C Ratio(X)	0.41	0.48	0.48	0.07	0.57	0.07	0.45	0.00	0.00	0.42	0.00	0.80
Avail Cap(c_a), veh/h	430	1211	1249	512	2339	1052	305	0	0	345	0	380
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.0	7.7	7.8	6.2	9.5	6.3	40.0	0.0	0.0	41.6	0.0	42.2
Incr Delay (d2), s/veh	0.8	1.4	1.3	0.1	1.0	0.1	2.1	0.0	0.0	1.4	0.0	6.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	5.7	5.9	0.2	7.4	0.6	1.6	0.0	0.0	2.1	0.0	4.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	8.8	9.1	9.1	6.2	10.5	6.4	42.1	0.0	0.0	43.0	0.0	48.9
LnGrp LOS	A	A	A	A	B	A	D	A	A	D	A	D
Approach Vol, veh/h	1313				1426				68		259	
Approach Delay, s/veh	9.1				10.3				42.1		46.9	
Approach LOS	A				B				D		D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.2	72.8		19.0	10.5	70.5		19.0				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 50		23.0	* 10	* 50		23.0				
Max Q Clear Time (g_c+I1), s	2.5	17.5		12.1	4.4	22.4		12.7				
Green Ext Time (p_c), s	0.0	9.9		0.9	0.2	12.3		0.2				

Intersection Summary

HCM 6th Ctrl Delay 13.5

HCM 6th LOS B

Notes





















User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th Signalized Intersection Summary

3:






















10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Future Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1900	1900	1885	1900	1900	1900	1900	1900	1900	1885
Adj Flow Rate, veh/h	135	1109	69	26	1325	75	26	31	11	87	30	142
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	1	0	0	1	0	0	0	0	0	0	1
Cap, veh/h	292	2080	129	321	2087	938	34	40	14	123	42	144
Arrive On Green	0.05	0.61	0.61	0.03	0.58	0.58	0.05	0.05	0.05	0.09	0.09	0.09
Sat Flow, veh/h	1781	3425	213	1810	3582	1610	693	826	293	1362	470	1598
Grp Volume(v), veh/h	135	580	598	26	1325	75	68	0	0	117	0	142
Grp Sat Flow(s),veh/h/ln	1781	1791	1847	1810	1791	1610	1813	0	0	1832	0	1598
Q Serve(g_s), s	3.0	18.8	18.8	0.6	24.5	2.0	3.7	0.0	0.0	6.2	0.0	8.9
Cycle Q Clear(g_c), s	3.0	18.8	18.8	0.6	24.5	2.0	3.7	0.0	0.0	6.2	0.0	8.9
Prop In Lane	1.00		0.12	1.00		1.00	0.38		0.16	0.74		1.00
Lane Grp Cap(c), veh/h	292	1088	1122	321	2087	938	89	0	0	165	0	144
V/C Ratio(X)	0.46	0.53	0.53	0.08	0.63	0.08	0.77	0.00	0.00	0.71	0.00	0.99
Avail Cap(c_a), veh/h	387	1088	1122	463	2087	938	163	0	0	165	0	144
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	11.9	11.4	11.4	9.2	13.8	9.1	47.0	0.0	0.0	44.2	0.0	45.4
Incr Delay (d2), s/veh	1.1	1.9	1.8	0.1	1.5	0.2	12.8	0.0	0.0	13.2	0.0	71.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	7.4	7.7	0.2	9.6	0.7	2.0	0.0	0.0	3.4	0.0	6.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	13.0	13.3	13.2	9.3	15.3	9.3	59.8	0.0	0.0	57.4	0.0	116.6
LnGrp LOS	B	B	B	A	B	A	E	A	A	E	A	F
Approach Vol, veh/h	1313				1426				68			
Approach Delay, s/veh	13.2				14.9				59.8			
Approach LOS	B				B				E			
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.2	65.9		15.0	10.6	63.5		10.9				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 49		9.0	* 10	* 49		9.0				
Max Q Clear Time (g_c+I1), s	2.6	20.8		10.9	5.0	26.5		5.7				
Green Ext Time (p_c), s	0.0	9.4		0.0	0.1	11.1		0.1				
Intersection Summary												
HCM 6th Ctrl Delay	21.5											
HCM 6th LOS	C											
Notes												
User approved pedestrian interval to be less than phase max green.												
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.												

HCM 6th Signalized Intersection Summary

3:

10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Future Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1885	1900	1900	1885	1900	1900	1900	1900	1900	1900	1885
Adj Flow Rate, veh/h	135	1109	69	26	1325	75	26	31	11	87	30	142
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	1	0	0	1	0	0	0	0	0	0	1
Cap, veh/h	325	2277	142	362	2298	1033	124	189	67	240	41	193
Arrive On Green	0.05	0.66	0.66	0.03	0.64	0.64	0.14	0.14	0.14	0.14	0.14	0.14
Sat Flow, veh/h	1781	3425	213	1810	3582	1610	1232	1339	475	1386	289	1366
Grp Volume(v), veh/h	135	580	598	26	1325	75	26	0	42	87	0	172
Grp Sat Flow(s),veh/h/ln	1781	1791	1847	1810	1791	1610	1232	0	1814	1386	0	1654
Q Serve(g_s), s	2.5	16.0	16.1	0.5	21.0	1.8	2.1	0.0	2.0	5.9	0.0	10.0
Cycle Q Clear(g_c), s	2.5	16.0	16.1	0.5	21.0	1.8	12.0	0.0	2.0	7.9	0.0	10.0
Prop In Lane	1.00		0.12	1.00		1.00	1.00		0.26	1.00		0.83
Lane Grp Cap(c), veh/h	325	1191	1228	362	2298	1033	124	0	257	240	0	234
V/C Ratio(X)	0.42	0.49	0.49	0.07	0.58	0.07	0.21	0.00	0.16	0.36	0.00	0.73
Avail Cap(c_a), veh/h	423	1191	1228	504	2298	1033	233	0	417	363	0	380
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.6	8.3	8.3	6.6	10.2	6.7	46.9	0.0	37.7	41.2	0.0	41.1
Incr Delay (d2), s/veh	0.8	1.4	1.4	0.1	1.1	0.1	0.8	0.0	0.3	0.9	0.0	4.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	6.0	6.2	0.2	7.8	0.6	0.7	0.0	0.9	2.1	0.0	4.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	9.4	9.7	9.7	6.7	11.2	6.9	47.7	0.0	38.0	42.1	0.0	45.6
LnGrp LOS	A	A	A	A	B	A	D	A	D	D	A	D
Approach Vol, veh/h		1313			1426			68			259	
Approach Delay, s/veh		9.7			10.9			41.7			44.4	
Approach LOS		A			B			D			D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.2	71.7		20.1	10.5	69.4		20.1				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 50		23.0	* 10	* 50		23.0				
Max Q Clear Time (g_c+I1), s	2.5	18.1		12.0	4.5	23.0		14.0				
Green Ext Time (p_c), s	0.0	9.8		0.9	0.2	12.1		0.1				

Intersection Summary

HCM 6th Ctrl Delay 13.9

HCM 6th LOS B

Notes





















User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th Signalized Intersection Summary

3:

10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Future Volume (veh/h)	131	1076	67	25	1285	73	25	30	11	84	29	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1900	1900	1885	1900	1900	1900	1900	1900	1900	1885
Adj Flow Rate, veh/h	135	1109	69	26	1325	75	26	31	11	87	30	142
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	1	0	0	1	0	0	0	0	0	0	1
Cap, veh/h	334	2327	145	373	2351	1057	66	67	16	171	45	281
Arrive On Green	0.05	0.68	0.68	0.03	0.66	0.66	0.13	0.13	0.13	0.13	0.13	0.13
Sat Flow, veh/h	1781	3425	213	1810	3582	1610	130	531	128	853	355	1598
Grp Volume(v), veh/h	135	580	598	26	1325	75	68	0	0	117	0	142
Grp Sat Flow(s),veh/h/ln	1781	1791	1847	1810	1791	1610	788	0	0	1208	0	1598
Q Serve(g_s), s	2.4	15.3	15.4	0.5	20.2	1.7	0.6	0.0	0.0	0.0	0.0	8.0
Cycle Q Clear(g_c), s	2.4	15.3	15.4	0.5	20.2	1.7	10.5	0.0	0.0	9.9	0.0	8.0
Prop In Lane	1.00		0.12	1.00		1.00	0.38		0.16	0.74		1.00
Lane Grp Cap(c), veh/h	334	1217	1255	373	2351	1057	150	0	0	216	0	281
V/C Ratio(X)	0.40	0.48	0.48	0.07	0.56	0.07	0.45	0.00	0.00	0.54	0.00	0.51
Avail Cap(c_a), veh/h	432	1217	1255	515	2351	1057	308	0	0	370	0	445
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.8	7.6	7.6	6.0	9.4	6.2	40.3	0.0	0.0	42.3	0.0	37.3
Incr Delay (d2), s/veh	0.8	1.3	1.3	0.1	1.0	0.1	2.1	0.0	0.0	2.1	0.0	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	5.6	5.8	0.2	7.3	0.6	1.6	0.0	0.0	2.9	0.0	3.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	8.6	8.9	8.9	6.1	10.4	6.3	42.5	0.0	0.0	44.4	0.0	38.7
LnGrp LOS	A	A	A	A	B	A	D	A	A	D	A	D
Approach Vol, veh/h	1313				1426				68			
Approach Delay, s/veh	8.9				10.1				42.5			
Approach LOS	A				B				D			
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.2	73.1		18.7	10.5	70.8		18.7				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 50		23.0	* 10	* 50		23.0				
Max Q Clear Time (g_c+I1), s	2.5	17.4		11.9	4.4	22.2		12.5				
Green Ext Time (p_c), s	0.0	9.9		0.8	0.2	12.3		0.2				

Intersection Summary

HCM 6th Ctrl Delay 12.9

HCM 6th LOS B

Notes





















User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th Signalized Intersection Summary

3:

10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	135	1120	69	41	1324	75	40	31	12	86	33	142
Future Volume (veh/h)	135	1120	69	41	1324	75	40	31	12	86	33	142
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1900	1900	1885	1900	1900	1900	1900	1900	1900	1885
Adj Flow Rate, veh/h	139	1155	71	42	1365	77	41	32	12	89	34	146
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	1	0	0	1	0	0	0	0	0	0	1
Cap, veh/h	312	2234	137	354	2283	1026	90	63	16	186	61	311
Arrive On Green	0.05	0.65	0.65	0.03	0.64	0.64	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	1781	3428	211	1810	3582	1610	252	429	112	852	416	1598
Grp Volume(v), veh/h	139	603	623	42	1365	77	85	0	0	123	0	146
Grp Sat Flow(s),veh/h/ln	1781	1791	1847	1810	1791	1610	793	0	0	1269	0	1598
Q Serve(g_s), s	2.7	17.7	17.7	0.8	22.3	1.8	3.0	0.0	0.0	0.0	0.0	8.1
Cycle Q Clear(g_c), s	2.7	17.7	17.7	0.8	22.3	1.8	12.4	0.0	0.0	9.4	0.0	8.1
Prop In Lane	1.00		0.11	1.00		1.00	0.48		0.14	0.72		1.00
Lane Grp Cap(c), veh/h	312	1167	1204	354	2283	1026	169	0	0	247	0	311
V/C Ratio(X)	0.45	0.52	0.52	0.12	0.60	0.08	0.50	0.00	0.00	0.50	0.00	0.47
Avail Cap(c_a), veh/h	410	1167	1204	479	2283	1026	293	0	0	373	0	446
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.3	9.1	9.1	7.0	10.6	6.9	41.8	0.0	0.0	40.3	0.0	35.7
Incr Delay (d2), s/veh	1.0	1.6	1.6	0.1	1.2	0.1	2.3	0.0	0.0	1.6	0.0	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	6.7	6.9	0.3	8.3	0.6	2.2	0.0	0.0	3.0	0.0	3.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.3	10.8	10.7	7.1	11.8	7.1	44.1	0.0	0.0	41.9	0.0	36.8
LnGrp LOS	B	B	B	A	B	A	D	A	A	D	A	D
Approach Vol, veh/h	1365				1484				85			
Approach Delay, s/veh	10.7				11.4				44.1			
Approach LOS	B				B				D			
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.0	70.4		20.6	10.5	68.9		20.6				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 50		23.0	* 10	* 50		23.0				
Max Q Clear Time (g_c+I1), s	2.8	19.7		11.4	4.7	24.3		14.4				
Green Ext Time (p_c), s	0.0	10.2		0.9	0.2	12.3		0.2				

Intersection Summary

HCM 6th Ctrl Delay 14.3

HCM 6th LOS B

Notes





















User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

HCM 6th Signalized Intersection Summary

3:





















10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	79	850	37	17	1392	83	68	23	21	33	10	99
Future Volume (veh/h)	79	850	37	17	1392	83	68	23	21	33	10	99
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1856	1856	1811	1841	1811	1870	1900	1826	1811	1752	1796
Adj Flow Rate, veh/h	81	876	38	18	1435	86	70	24	22	34	10	102
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	6	3	3	6	4	6	2	0	5	6	10	7
Cap, veh/h	275	2267	98	426	2216	972	133	45	28	251	21	211
Arrive On Green	0.04	0.66	0.66	0.02	0.63	0.63	0.15	0.15	0.15	0.15	0.15	0.15
Sat Flow, veh/h	1725	3442	149	1725	3497	1535	487	294	183	1317	134	1371
Grp Volume(v), veh/h	81	449	465	18	1435	86	116	0	0	34	0	112
Grp Sat Flow(s),veh/h/ln	1725	1763	1829	1725	1749	1535	964	0	0	1317	0	1505
Q Serve(g_s), s	1.6	11.7	11.7	0.4	25.5	2.2	6.1	0.0	0.0	0.0	0.0	6.8
Cycle Q Clear(g_c), s	1.6	11.7	11.7	0.4	25.5	2.2	13.0	0.0	0.0	2.6	0.0	6.8
Prop In Lane	1.00		0.08	1.00		1.00	0.60		0.19	1.00		0.91
Lane Grp Cap(c), veh/h	275	1161	1204	426	2216	972	206	0	0	251	0	231
V/C Ratio(X)	0.29	0.39	0.39	0.04	0.65	0.09	0.56	0.00	0.00	0.14	0.00	0.48
Avail Cap(c_a), veh/h	377	1161	1204	572	2216	972	389	0	0	417	0	421
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.7	7.8	7.8	6.5	11.4	7.1	42.7	0.0	0.0	36.9	0.0	38.7
Incr Delay (d2), s/veh	0.6	1.0	0.9	0.0	1.5	0.2	2.4	0.0	0.0	0.2	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	4.3	4.4	0.1	9.3	0.7	2.9	0.0	0.0	0.7	0.0	2.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	10.3	8.8	8.8	6.6	12.9	7.3	45.1	0.0	0.0	37.2	0.0	40.2
LnGrp LOS	B	A	A	A	B	A	D	A	A	D	A	D
Approach Vol, veh/h	995				1539		116				146	
Approach Delay, s/veh	8.9				12.5		45.1				39.5	
Approach LOS	A				B		D				D	
Timer - Assigned Phs	1	2	4		5	6	8					
Phs Duration (G+Y+Rc), s	7.6	71.1	21.4		10.1	68.5	21.4					
Change Period (Y+Rc), s	* 5.6	* 5.2	6.0		* 5.6	* 5.2	6.0					
Max Green Setting (Gmax), s	* 10	* 45	28.0		* 10	* 45	28.0					
Max Q Clear Time (g_c+I1), s	2.4	13.7	8.8		3.6	27.5	15.0					
Green Ext Time (p_c), s	0.0	6.8	0.7		0.1	10.4	0.4					
Intersection Summary												
HCM 6th Ctrl Delay	14.0											
HCM 6th LOS	B											
Notes												
User approved pedestrian interval to be less than phase max green.												
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.												

HCM 6th Signalized Intersection Summary

3:

10/27/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	79	850	37	17	1392	83	68	23	21	33	10	99
Future Volume (veh/h)	79	850	37	17	1392	83	68	23	21	33	10	99
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1856	1856	1811	1841	1811	1870	1900	1826	1811	1752	1796
Adj Flow Rate, veh/h	83	894	39	18	1464	87	72	24	22	35	11	104
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	6	3	3	6	4	6	2	0	5	6	10	7
Cap, veh/h	287	2382	104	445	2332	1023	137	44	28	176	46	251
Arrive On Green	0.05	0.69	0.69	0.02	0.67	0.67	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1725	3441	150	1725	3497	1535	658	366	235	939	387	1522
Grp Volume(v), veh/h	83	458	475	18	1464	87	118	0	0	46	0	104
Grp Sat Flow(s),veh/h/ln	1725	1763	1829	1725	1749	1535	1259	0	0	1325	0	1522
Q Serve(g_s), s	1.5	10.8	10.8	0.3	24.0	2.0	6.5	0.0	0.0	0.0	0.0	6.1
Cycle Q Clear(g_c), s	1.5	10.8	10.8	0.3	24.0	2.0	9.5	0.0	0.0	3.0	0.0	6.1
Prop In Lane	1.00		0.08	1.00		1.00	0.61		0.19	0.76		1.00
Lane Grp Cap(c), veh/h	287	1220	1266	445	2332	1023	209	0	0	223	0	251
V/C Ratio(X)	0.29	0.38	0.38	0.04	0.63	0.09	0.56	0.00	0.00	0.21	0.00	0.41
Avail Cap(c_a), veh/h	389	1220	1266	591	2332	1023	440	0	0	440	0	495
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.2	6.4	6.4	5.3	9.5	5.9	43.3	0.0	0.0	40.0	0.0	37.4
Incr Delay (d2), s/veh	0.5	0.9	0.9	0.0	1.3	0.2	2.4	0.0	0.0	0.5	0.0	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	3.8	3.9	0.1	8.4	0.6	3.0	0.0	0.0	1.1	0.0	2.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	8.8	7.3	7.3	5.4	10.8	6.0	45.7	0.0	0.0	40.4	0.0	38.5
LnGrp LOS	A	A	A	A	B	A	D	A	A	D	A	D
Approach Vol, veh/h	1016				1569				118		150	
Approach Delay, s/veh	7.4				10.5				45.7		39.1	
Approach LOS	A				B				D		D	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.6	74.4		18.0	10.1	71.9		18.0				
Change Period (Y+Rc), s	* 5.6	* 5.2		6.0	* 5.6	* 5.2		6.0				
Max Green Setting (Gmax), s	* 10	* 45		28.0	* 10	* 45		28.0				
Max Q Clear Time (g_c+I1), s	2.3	12.8		8.1	3.5	26.0		11.5				
Green Ext Time (p_c), s	0.0	7.1		0.5	0.1	11.2		0.5				

Intersection Summary

HCM 6th Ctrl Delay 12.4

HCM 6th LOS B

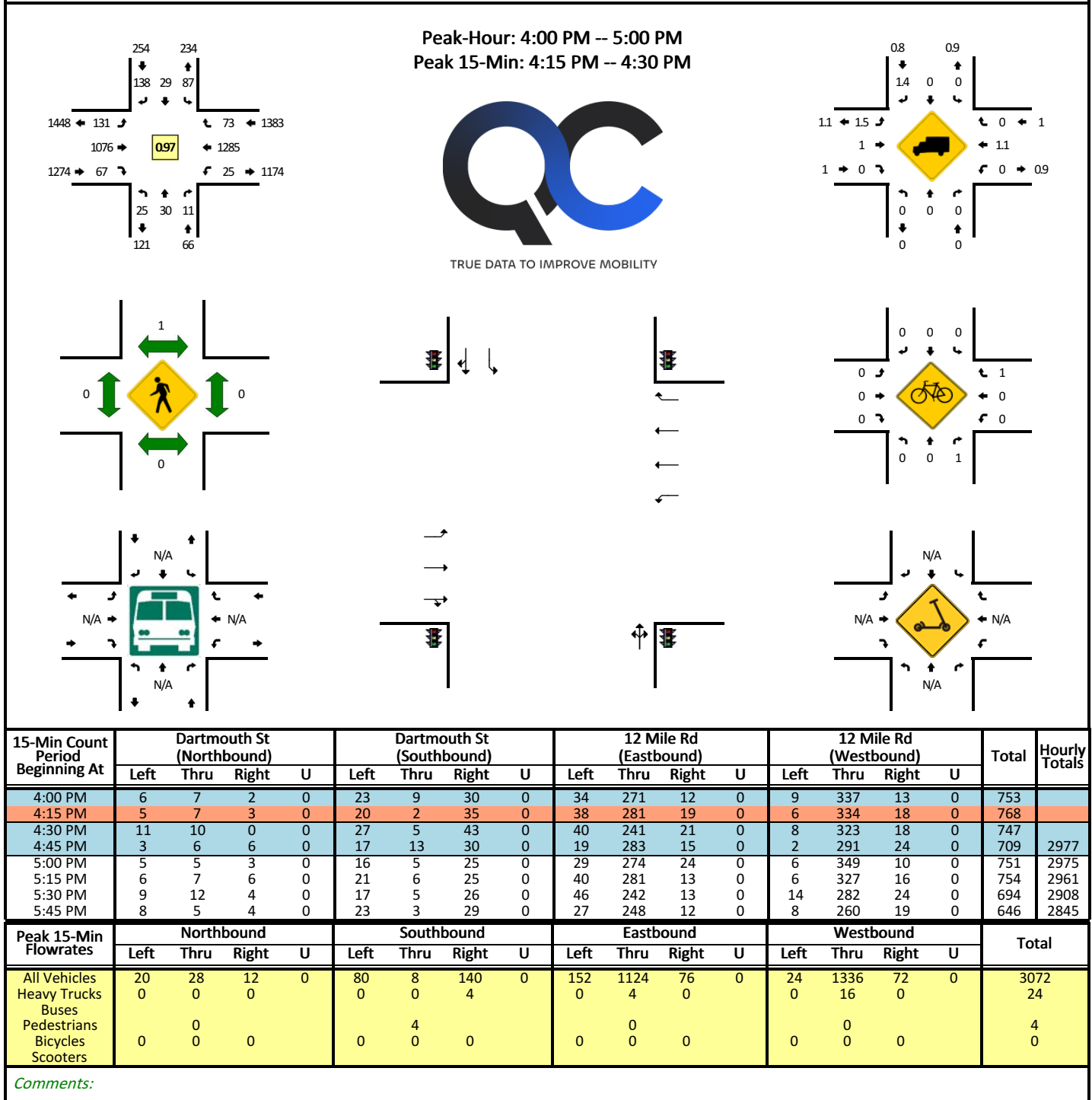
Notes

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

LOCATION: Dartmouth St -- 12 Mile Rd
CITY/STATE: Madison Heights, MI

QC JOB #: 17285308
DATE: Tue, Oct 14 2025





CITY OF MADISON HEIGHTS
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
SPECIAL LAND USE APPLICATION

I. APPLICANT INFORMATION

Applicant Najor Companies
 Applicant Address 600 North Old Woodward, suite 100
 City Birmingham State MI ZIP 48009
 Interest in Property (owner, tenant, option, etc.) owner
 Contact Person Keith Maziasz
 Telephone Number [REDACTED] Email Address [REDACTED]

II. PROPERTY INFORMATION

Property Address 28767 Dartmouth
 Tax ID 44-24-14-202-004 Zoning District R-3
 Owner Name (if different than applicant) same
 Address _____
 City _____ State _____ Zip _____
 Telephone Number _____ Email Address _____

III. CONSULTANT INFORMATION (IF APPLICABLE)

Name Gregory Bono, PE Company PEA Group
 Address 1849 Pond Run
 City Auburn Hills State MI Zip 48326
 Telephone Number [REDACTED] Email Address [REDACTED]

SPECIAL LAND USE APPLICATION

IV. PROJECT NAME

Madison Heights Restaurant

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Brief Description of Proposed Special Land Use:

We request approval of parking as a principle use on a parcel currently zoned R-3, which is part of the proposed development area.

Required Attachments:

- ☐ **Project Narrative:** Written description of the nature of the proposed use(s), including: products or services to be provided; activities to be conducted inside and outside the building; types of equipment to be used; hours of operation; number of employees; expected levels/ types of vehicular traffic coming to and from the site; other information.
- ☐ **Conceptual Site Plan and Floor Plan:** Conceptual plans containing minimum information listed in **Section 15.05** of Zoning Ordinance (refer to checklist, attached)
- ☐ **Review Standards Response Form** (attached)

VI. APPLICANT CERTIFICATION

I (we) the undersigned do hereby apply to the City of Madison Heights for review and approval of the above-described Special Land Use application. Applicant(s) and the property owner(s) do hereby consent to city staff to assess the property for purposes of evaluating the site for requested action(s).

Printed Name _____ Signature _____ Date _____

VII. PROPERTY OWNER CERTIFICATION

IF YOU ARE NOT THE PROPERTY OWNER, YOU MUST HAVE THE PROPERTY OWNER PROVIDE A NOTARIZED SIGNATURE, BELOW, OR PROVIDE A NOTARIZED LETTER OF AUTHORIZATION OR NOTARIZED POWER OF ATTORNEY AUTHORIZING YOU TO ACT ON THEIR BEHALF.

Printed Name BRIAN WATKINS Signature [Signature] Date 7/14/25

Notary for Property Owner:

Subscribed and sworn before me, this 14th day of July, 2025.

A Notary Public in and for Oakland County, Michigan.

Notary Name (Print): Kimberly M. Heslep

Notary Signature: [Signature]

My Commission Expires: 11-02-2025

Notary Stamp

KIMBERLY M HESLEP
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-02-2025
Acting in the County of Oakland

STAFF USE ONLY**[DO NOT ACCEPT INCOMPLETE APPLICATIONS]**

FILING FEE (\$750): _____ SPECIAL LAND USE NO.: PSP # _____

DATE APPLICATION RECEIVED: _____ RECEIVED BY: _____

SPECIAL LAND USE APPLICATION

SPECIAL LAND USE: REVIEW STANDARDS RESPONSE FORM

Section 15.05(3) of the Zoning Ordinance contains Special Land Use review standards and criteria. Please provide responses to the following review standards for consideration by staff, the Planning Commission, and City Council. (Provide additional separate sheets, if necessary).

- A.** Describe how the proposed use will be designed, located, and operated in a way that protects the public health, safety and welfare.

The parking area and drive aisle are located to provide vehicular circulation and additional parking for the adjacent restaurant development. No buildings are proposed on the R-3 parcel.

- B.** Describe how the use will be designed in a way that considers the natural environment and helps conserve natural resources and energy.

The property will be enhanced with proposed landscaping and an extension of the existing 6' screen wall.

- C.** Will the Special Land Use will involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. If so, describe in detail.

no

- D.** Describe how the proposed land use will be designed and located so that it is compatible with surrounding properties, neighborhood, and vicinity. At a minimum, this shall include: 1) Location of use(s) on site; 2) Height of all improvements and structures; 3) Adjacent conforming land uses; 4) Conformance with the Master Plan and future land use map for the area as adopted by the Planning Commission; and 5) Compatibility with the permitted principal uses allowed in the zoning district where the Special Land Use is requested, and consistency with the intent of the zoning district.

The parking and drive are an enhancement to the existing alley (which is to be vacated) and provides acceptable width for fire and other emergency vehicular access, if necessary. A 6' screen wall and landscaping are proposed.

SPECIAL LAND USE APPLICATION

E. Describe how ingress/egress to the use will be controlled to assure maximum vehicular, pedestrian and non-motorized safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:

1. Reduction in the number of ingress/egress points through elimination, minimization and/or consolidation of drives and/or curb cuts;
2. Proximity and relation to intersections, specifically with regard to distance from drive(s) to intersection(s);
3. Reduction/elimination of pedestrian/vehicular traffic conflicts;
4. Adequacy of sight distances;
5. Location and access of off-street parking; and
6. Location and/or potential use of service drives to access multiple parcels, reducing the number of access points necessary to serve the parcels.

- This provides a secondary access (aligning with a previous alley to be vacated) to the signalized intersection at Dartmouth St. and 12 Mile Rd., 160 feet to the east.
 - multiple access points provides improved traffic circulation and reduction of conflict

F. Describe how the proposed use will be consistent with the intent and purpose of the zoning district in which it is proposed

there will be no structures proposed on the parcel, only additional parking and secondary drive accessibility which is an enhancement to the existing alley.



CITY OF MADISON HEIGHTS
PLANNING COMMISSION MEETING MINUTES

September 16, 2025 (DRAFT)
 Council Chambers – City Hall
 300 W. 13 Mile, Madison Heights, MI 48071

1. CALL TO ORDER

Chair Champagne called the meeting of the Madison Heights Planning Commission to order at 5:30 p.m.

2. ROLL CALL

Present: Chair Josh Champagne
 Mayor Pro Tem Mark Bliss
 City Manager Melissa Marsh
 Commissioner Ryan Fox
 Commissioner Eric Graettinger
 Commissioner Grant Sylvester

Also Present: City Planner Matt Lonnerstater
 Assistant City Attorney Tim Burns
 Business Services Coordinator Mary Daley

Absent: Mayor Roslyn Grafstein, Commissioner Cliff Oglesby

3. EXCUSE ABSENT MEMBERS

Motion by Commissioner Marsh, seconded by Commissioner Graettinger to excuse Commissioner Grafstein, and Commissioner Oglesby

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Sylvester, Chair Champagne

Motion carries.

4. APPROVAL OF THE MINUTES

Motion by Commissioner Graettinger, seconded by Commissioner Sylvester to approve the minutes of the regular Planning Commission meeting of August 19, 2025.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Sylvester, Chair Champagne

Motion carries.

5. PUBLIC HEARINGS:

A. ZTA #25-01 - Non-Conforming Residential Driveways - Sections 7.03.10; 10.02.1; and 13.01.6

Planner Lonnerstater introduced the public hearing for zoning text amendments related to non-conforming residential driveways. He explained that many homes in Madison Heights have legally non-conforming driveways that pre-date the new zoning ordinance. Under the current ordinance, these cannot be replaced "in-kind" without a variance from the Zoning Board of Appeals (ZBA).

Staff proposed amendments to address two common non-conformities:

1. **One-foot side-yard setback:** The amendment would allow in-kind replacement for driveways on lots 40 feet wide or less, or where the driveway is 10 feet wide or less.
2. **Driveways in front of a home:** The amendment would allow replacement if the portion in front of the dwelling is a maximum of 5 feet wide.

Chair Champagne opened the public hearing at 5:38 pm. Seeing no one wished to speak, the public hearing was closed.

Commission discussion included a suggestion by Commissioner Bliss to allow any one-foot setback driveway to be replaced in-kind, regardless of lot size, to address stormwater concerns through other means like rain barrels. Planner Lonnerstater and other commissioners expressed concerns about the enforceability of such measures, favoring a simpler, universally applied rule. Planner Lonnerstater confirmed that many lots are 40 feet wide or less, which is where most denials have occurred.

Commissioner Bliss suggests Staff create a document to present to homeowners showing the benefits of rain barrels to collect and store rainwater and to reduce stormwater runoff.

Motion by Fox, seconded by Sylvester to move that the Planning Commission hereby recommends that City Council approve zoning text amendment # PRZN 25-01 relating to non-conforming residential driveways. This recommendation of approval is made after the required public hearing based upon the finding that the text amendment satisfactorily addresses the standards of review contained in Section 15.07 of the Zoning Ordinance, as follows:

- 1) **The proposed text amendment is consistent with the Housing Objective #1 as contained within the adopted 2021 Master Plan, which is to, "encourage maintenance and reinvestment in existing neighborhoods."**
- 2) **The proposed text amendment grants reasonable flexibility to Madison Heights residents without impairing the basic intent and purpose of the Zoning Ordinance**

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh, Commissioner Sylvester, Chair Champagne

Motion carries.

6. MEETING OPEN TO THE PUBLIC

Chair Champagne opened the meeting for public comment on all agenda items.

Timothy Ginster, resident on Dartmouth – Opposed to the Special Special Land Use Request PSP #25-05 - Expressed concerns about traffic congestion, safety risks for pedestrians and drivers, and negative impacts on property values and livability

Kathy Sapia, resident on Dartmouth – Opposed to the Special Special Land Use Request PSP #25-05 - Stated the property cannot support the proposed development and urged the Commission to "hold the line" between business and residential zones to prevent encroachment

Leanne, resident at Alger and Parker – Supports Special Land Use Request PSP #25-05 – Believes another business in Madison Heights could bring more jobs and more development to the City and could work out well

Dale Kohler, resident on Karam Drive – Opposed to the Special Special Land Use Request PSP #25-05 Argued the lot is too small for the proposed restaurant, which will increase traffic on an already overused street and disrupt residential peace.

Keg and Cask owner (name was not clear) - Supports Special Land Use Request PSP #25-05 – Stated the restaurant could bring more employment, and good food to the area

Rob (works in Madison Heights area): Supports Special Land Use Request PSP #25-05 – Said it would be a good choice for additional food in an area with few options

Shannon, resident at 11 Mile and Lorenz, Supports Special Land Use Request PSP #25-05 –: Believed a family restaurant would be better for the community than a fast-food option

Kyle Hethler, resident on Diesing – Opposed to the Special Special Land Use Request PSP #25-05: States that this development would negatively affect already congested traffic, citing potential safety issues, and asked the commission to recommend denial

Katherine Moran resident on Diesing – Opposed to the Special Special Land Use Request PSP #25-05: Recalled issues with a previous business at the location, including noise and accidents, and raised concerns about pedestrian safety

Matthew Irla, resident on Dartmouth – Opposed to the Special Special Land Use Request PSP #25-05: Described the current traffic congestion as "horrendous" and stated the proposal would make it worse, compromising the safety of residents

Kathy Lassila, resident on Dartmouth – Opposed to the Special Land Use Request PSP #25-05: Spoke of existing problems with speeding and profanity from frustrated drivers and the difficulty of exiting her driveway

Resident from Winthrop Drive - Opposed to the Special Land Use Request PSP #25-05: Highlighted the difficulty of getting out of the neighborhood and raised concerns about delivery trucks, trash, and safety.

7. UNFINISHED BUSINESS:

a. SPECIAL LAND USE REQUEST PSP #25-05 - 28767 DARTMOUTH ST. - PARKING AS A PRINCIPAL USE OF A RESIDENTIAL PARCEL

Planner Lonnerstater reintroduced the special land use request, noting it was previously recommended for denial by the Planning Commission on August 19th. The applicant submitted revised plans, and City Council remanded the application back to the Planning Commission for review. The Planner noted that this Special Land Use request is only for the drive aisle and parking on the residential subject parcel. While the proposed drive aisle/parking is related to the proposed adjacent restaurant development, the restaurant use itself is not directly subject to this Special Land Use request. Restaurants are a “by-right” use on the adjacent commercial parcel.

The revised plans incorporate the following changes:

1. Reduced the number of parking spaces from twelve (12) to three (3).
2. Relocated parking spaces from the south side of the drive aisle to the north side; the spaces are now proposed as parallel spaces as opposed to the 90-degree spaces in the original submittal.
3. Increased the greenbelt width along the south side of the property and increased the number and variety of trees, shrubs, and perennial plantings.
4. Added right-of-way landscaping adjacent to Dartmouth.
5. Added a sidewalk connection along the south side of the driveway.

The restaurant itself is a by-right use and does not require Planning Commission approval. This request is for a special land use to allow a commercial drive aisle and parking on a residentially-zoned parcel. Staff noted that while the applicant has made modifications, the Commission must still consider the special land use criteria, particularly regarding traffic and landscaping.

The Commission heard from the applicant, Brian Najor of Najor Companies, and Larry, an operating partner for the proposed restaurant, Bubba's 33. Mr. Najor stated the changes were made to address resident concerns about screening and landscaping. He emphasized that the main entrance would be on 12 Mile Road and the Dartmouth access is secondary. Larry spoke to the need for the parking spaces to accommodate employees and guests and the need for a two-way access onto Dartmouth. He reiterated that Bubba's 33 is a family-friendly restaurant similar to the other two locations in Michigan. He stated that Bubba's 33 prides themselves in responsible alcohol service with extensive training for staff.

Discussion among the Commission included concerns about traffic impact, the need for the additional parking, and the safety of the existing public alley versus the proposed improved driveway. Commissioner Bliss expressed concern that if denied, the applicant could still use the existing, less safe alley for access.

Motion by Sylvester, seconded by Fox, that the Planning Commission hereby recommends that city council deny special land use request number PSP 25-05 for parking as a principal use on a residentially-zoned parcel at 28767 Dartmouth street based upon the following findings:

1. **The applicant requests Special Land Use approval for a drive aisle and parking spaces on a residential parcel at 28767 Dartmouth Street as permitted by Section 10.06 of the Zoning Ordinance.**

2. The Planning Commission held a public hearing for PSP 25-05 at their August 19th, 2025 meeting, after which a recommendation of denial was made.
3. The applicant submitted revised concept plans on August 28th, 2025. City Council considered the revised plans at their September 8th, 2025 meeting and remanded the revised Special Land Use application back to the Planning Commission for review and recommendation. The revised plans do not adequately address and alleviate the Planning Commission's original findings for recommending denial.
4. The applicant submitted revised concept plans on August 28th, 2025, which do not adequately address nor alleviate the Planning Commission's original findings for recommending denial.
5. The proposed Parking as a Principal Use is not consistent with the use-specific standards set forth in Section 10.06 and/or the Special Land Use review standards and criteria set forth in Section 15.05.3. In particular [list individual findings for denial].
6. Concerns regarding public safety for the surrounding neighborhood.

Voting Yea: Commissioner Fox, Commissioner Sylvester, Chair Champagne

Voting Nay: Commissioner Bliss, Commissioner Graettinger, Commissioner Marsh

Motion fails - The special land use request will be forwarded to City Council without a recommendation from the Planning Commission.

The item is expected to be on the City Council's October 13th agenda.

8. NEW BUSINESS:

- a. Alley vacation PEE #25-01 – 17-foot wide alley between 601 W. 12 Mile Rd. and 28767 Dartmouth Street

Planner Lonnerstater introduced the request to vacate the 17-foot public alley adjacent to the subject property from the previous agenda item. The applicant owns the properties on both sides of the alley. If vacated, the land would be split between the adjacent parcels. The vacation is contingent on the approval of the special land use request. Utilities exist within the alley, and a full-width utility easement would be required. Staff recommended approval with the condition that it is tied to the approval of the special land use request.

Motion by Fox, seconded by Graettinger, to recommend that City Council approve alley vacation request PEE #25-01 to vacate a 17 ft.-wide improved public alley between the properties located at 601 W. 12 Mile Rd. and 28767 Dartmouth Rd., in accordance with Section 23-109 of the Madison Heights Code of Ordinances, with the following conditions:

1. A public utility easement shall be dedicated and recorded over the full width of the vacated alley benefitting the City of Madison Heights and utility companies for underground facilities such as water, sanitary sewer, and natural gas lines, and overhead facilities such as power lines and communication infrastructure.
2. Prior to formal approval of the alley vacation, the applicant shall coordinate with Comcast and any other remaining utility companies with facilities in the existing alley

regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final City Council action.

3. This approval is tied to the approval of Special Land Use application PSP #25-05. Should PSP #25-05 be denied by City Council, the approval of alley vacation request PEE #25-01, located at 601 W. 12 Mile Rd. and 28767 Dartmouth Rd., will be void.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh

Voting Nay: Commissioner Sylvester, Chair Champagne

Motion carries.

9. PLANNER UPDATES

Planner Lonnerstater provided an update on the Master Plan. An online survey is live at www.madison-heights.org/masterplan. The City will be formally advertising the survey soon. He also mentioned that a public meeting for the Parks and Recreation Master Plan will be held on September 29th at 6:00 p.m. in the Library. Commissioner Bliss praised the quality of the in-house survey, particularly the use of images to clarify housing types.

10. ADJOURNMENT

Chair Champagne adjourned the meeting at 7:50 pm.



Board of Road Commissioners

James Esshaki
Commissioner

Eric D. McPherson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

**Department of
Customer Services
Permits**

**2420 Pontiac Lake Road
Waterford, MI 48328**

248-858-4835

**FAX
248-858-4773**

**TDD
248-858-8005**

www.rcocweb.org

September 18, 2025

Item 8.

PEA Group
Attn: Gregory Bono, P.E.
(248) 792-1001

This preliminary review and the comments below are provided as a courtesy by the Road Commission for Oakland County (RCOC), to identify obvious or potential concerns at the conceptual stage of a project. Preliminary Review comments are based on a general, high-level review of the proposed land use and related trip generation, with consideration to the existing roadway condition, background traffic and crash patterns, and RCOC ROW needs AT THE TIME OF THE REVIEW. Any changes that occur to any of these factors between the time of the preliminary review and the time of permit application may alter or invalidate the comments herein. Any comments or communications are considered provisional until a detailed review of the final plans is completed during the permit application process. Any development decisions are made at the Applicant's sole risk.

**RE: R.C.O.C. PRELIMINARY PLAN REVIEW 25P0029
LOCATION: 611 W 12 MILE RD-CITY OF MADISON HEIGHTS
PROJECT NAME: BUBBA'S 33**

Dear Mr. Bono:

At your request, the Road Commission for Oakland County (RCOC) has completed a preliminary review for the above referenced project. Below a listing of the comments generated by the RCOC review:

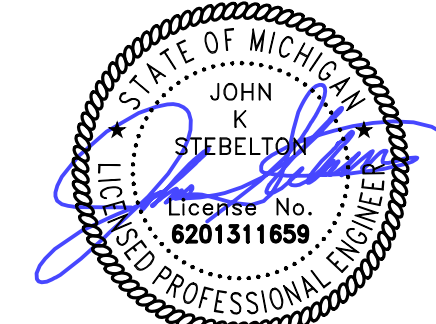
- A. The 12 Mile Rd drive approach shall be a right in/out approach. Its proximity to both the DDI interchange and Dartmouth EB to NB turn lane creates a situation where crashes may occur.
- B. The Dartmouth/12 signal does not currently have a dedicated left turn phase for Dartmouth. This intersection would need to be reviewed to determine if a dedicated left-turn phase for Dartmouth would be warranted. If it was warranted, the geometry of the southern leg of Dartmouth would need to be revised to accommodate a dedicated left-turn lane. The ROW, for Dartmouth, appears to be limited. If Dartmouth were to be widened to accommodate a dedicated left-turn lane, Dartmouth would need to be expanded eastward. This would provide better alignment with the northern leg of the intersection. This may impact existing signal mast arm poles, which may require reconstruction of the entire signal.

Please contact this office at (248) 858-4835 if you have any questions, or if we may be of further assistance.

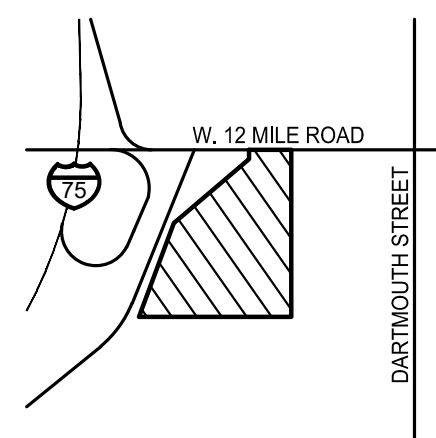
Respectfully,

Simon Yousif

Simon Yousif, P.E.
Permit Review Engineer


 0 15 30 60
 SCALE: 1" = 30'


CAUTION!!
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CLIENT

NAJOR COMPANIES

 600 NORTH OLD WOODWARD, SUITE 100
 BIRMINGHAM, MICHIGAN 48009

PROJECT TITLE

NAJOR 12 MILE & I-75

 611 W. 12 MILE ROAD
 MADISON HEIGHTS, OKLAHOMA COUNTY, MI

REVISIONS

CITY COMMENTS 7-14-25

ORIGINAL ISSUE DATE:

JUNE 10, 2025

DRAWING TITLE

**PRELIMINARY
 DIMENSION
 PLAN**

PEA JOB NO. 25-0636

P.M. GB

DN. JKS

DES. JKS

DRAWING NUMBER:

C-3.1
SIDEWALK RAMP LEGEND:
 SIDEWALK RAMP 'TYPE F'
 SIDEWALK RAMP 'TYPE P'
 REFER TO LATEST MOOT R-28
 STANDARD RAMP AND DETECTABLE
 WARNING DETAILS
SIGN LEGEND:
 'NO PARKING FIRE LANE' SIGN
 'BARRIER FREE PARKING' SIGN
 'VAN ACCESSIBLE' SIGN
 'NO PARKING LOADING ZONE' SIGN
 'STOP' SIGN
 'NO RIGHT TURN' SIGN
 REFER TO DETAIL SHEET FOR SIGN DETAILS
LEGEND:
 CONCRETE PAVEMENT
 ASPHALT PAVEMENT
 GRAVEL
 WETLAND
 CONCRETE CURB AND GUTTER
 REVERSE GUTTER PAN
 SETBACK LINE
 SIGN
 LIGHTPOLE
 FENCE
 GUARD RAIL
GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- 'NO PARKING-FIRE LANE' SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 100 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE SIDEWALK RAMP DETAILS.

SITE DATA TABLE:

SITE AREA:
 PARCEL NO. 25-14-202-030 & 25-14-202-031 (RESTAURANT):
 2.11 ACRES (91,934 SF.) NET AND GROSS
 PARCEL NO. 25-14-202-004:
 0.19 ACRES (8,211 SF.) NET AND GROSS
ALLEYWAY:
 0.06 ACRES (2,737 SF.) NET AND GROSS
OVERALL AREA: 2.36 ACRES (102,882 SF.) NET AND GROSS
ZONING: B-2 (COMMUNITY BUSINESS CENTER)
PROPOSED USE: RESTAURANT (6,696 SF.)
BUILDING INFORMATION:
 • MAXIMUM ALLOWABLE BUILDING HEIGHT = 40 FT. (2 STORIES)
 • PROPOSED BUILDING HEIGHT = 24'6" (1 STORY)
 • BUILDING FOOTPRINT AREA = 7,105 SF.
 • BUILDING LOT COVERAGE = 7.105/100.145 = 0.071 = 7.1%
GREENSPACE:
 • 0.45 ACRES (PERVIOUS) / 2.30 ACRES = 20%
SETBACK REQUIREMENTS:

	REQUIRED	PROPOSED
• FRONT (NORTH)	10'	55.96'
• SIDE (EAST)	10'	119.77'
• SIDE (WEST)	10'	64.63'
• REAR (SOUTH)	20'	58.76'

PARKING CALCULATIONS:
REQUIRED
 • RESTAURANT = 1 PER 100 SF. (EXCLUDING KITCHEN AREA)
 = 6686/100 = 66.9 = 67 SPACES
PROPOSED
 • TOTAL REQUIRED PARKING = 67 SPACES (INC. 3 HC SPACES)
 • PARKING PROVIDED (RESTAURANT) = 170 SPACES (INC. 6 HC SPACES)
BICYCLE PARKING
REQUIRED
 • BICYCLE PARKING REQUIRED = 1 PER 20 SPACES (OVER 40)
 = (162-40)/20 = 7.1 = 8 SPACES
PROPOSED
 • BICYCLE PARKING PROVIDED = 8 SPACES
LOADING CALCULATIONS:
REQUIRED
 • LOADING REQUIRED = (1) - 12'x50' FOR 2,000-20,000 SF BUILDING AREA
PROPOSED
 • LOADING PROVIDED = (1) - 12'x50' AT REAR OF BUILDING

The Dartmouth/12 signal does not currently have a dedicated left turn phase for Dartmouth. This intersection would need to be reviewed to see if a dedicated left-turn phase, for Dartmouth, would be warranted. If it was warranted, the geometry of the southern leg of Dartmouth would need to be revised to accommodate a dedicated left turn lane. The ROW, for Dartmouth, appears to be limited. If Dartmouth were to be widened to accommodate a dedicated left turn lane, Dartmouth would need to be expanded eastward. This would provide better alignment with the northern leg of the intersection. This may impact existing signal mast arm poles, which may require reconstruction of the entire signal.

FLOODPLAIN NOTE:

THE SUBJECT PARCEL LIES WITHIN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE "X") PER FEMA FLOOD INSURANCE RATE MAP NUMBER 26125C0563F, A NON-PRINTABLE PANEL

REFERENCE DRAWINGS

ALTRANS LAND TITLE SURVEY, KEM-TECH PROJECT NO. 19-00397, DATED MARCH 04, 2019

BENCHMARKS
 BM #300 (KEM-TEC SITE BM #1)
 ARROW ON A HYDRANT LOCATED ON THE EAST SIDE OF THE PROPERTY, APPROX. 50'± SOUTH OF THE ALLEY.
 ELEV. - 638.35

 BM #301 (KEM-TEC SITE BM #2)
 CHISELED 'X' ON THE SOUTHEAST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHEAST CORNER OF W. 12 MILE RD & I-75 RAMP.
 ELEV. - 637.07

 BM #301
 CHISELED 'X' ON THE SOUTHWEST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHWEST CORNER OF W. 12 MILE RD & DARTMOUTH ST.
 ELEV. - 635.80
LEGAL DESCRIPTION

(PER OKLAHOMA COUNTY)

PARCEL ID 25-14-202-030

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH S 00-42-20 E 22.11 FT, TH S 54-35-50 W 268.85 FT, TH S 25-29-00 W 85.06 FT, TH E 317.32 FT, TH N 00-07-00 E 253.37 FT TO BEG 1.06 A 8/22/89 FR 002

PARCEL ID 25-14-202-031

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT PT DIST S 00-07-00 W 253.37 FT FROM NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH S 317.32 FT, TH S 25-29-00 W 132.42 FT, TH E 374.05 FT, TH N 00-07-00 E 119.53 FT TO BEG 0.95 A 8/22/89 FR 002

PARCEL ID 25-14-202-003

T1N, R11E, SEC 14 ASSESSORS PLAT NO. 2 LOTS 5 THRU 11 INCL EXC N 7 FT FOR HWY

PARCEL ID 25-14-202-004

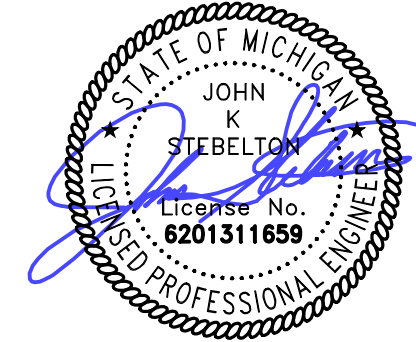
T1N, R11E, SEC 14 ASSESSOR'S PLAT NO 2 LOT 12, ALSO VAC S 3 FT OF ALLEY LYING NLY OF LOT 12 & SLY OF LOTS 5 TO 11 INCL, ALSO THAT PART OF VAC ALLEY LYING W OF LOT 12

NOT FOR CONSTRUCTION

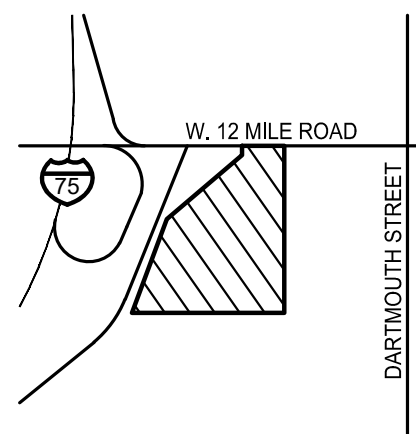
 Request signal field meeting after Traffic
 Safety approves geometrics

 Due to proximity to DDI interchange
 and Dartmouth intersection this
 approach shall be right in/out only.

 INTERSTATE 75
 (OFF-RAMP)


 0 15 30 60
 SCALE: 1" = 30'


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NAJOR COMPANIES

 600 NORTH OLD WOODWARD, SUITE 100
 BIRMINGHAM, MICHIGAN 48009

PROJECT TITLE

NAJOR 12 MILE & I-75

 611 W. 12 MILE ROAD
 MADISON HEIGHTS, OKLAHOMA COUNTY, MI

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SIDEWALK RAMP 'TYPE F'

SIDEWALK RAMP 'TYPE P'

 REFER TO LATEST MDOT R-28
 STANDARD RAMP AND DETECTABLE
 WARNING DETAILS
LEGEND:

STD. DUTY

HEAVY DUTY

STD. DUTY

HEAVY DUTY

DEEP DUTY

STRENGTH

CONCRETE PAVEMENT

ASPHALT PAVEMENT

GRAVEL

WETLAND

CONCRETE CURB AND GUTTER

REVERSE GUTTER PAN

SETBACK LINE

SIGN LIGHTPOLE

FENCE

GUARD RAIL

SIGN LEGEND:

'NO PARKING FIRE LANE' SIGN

'BARRIER FREE PARKING' SIGN

'VAN ACCESSIBLE' SIGN

'NO PARKING LOADING ZONE' SIGN

'STOP' SIGN

'NO RIGHT TURN' SIGN

REFER TO DETAIL SHEET FOR SIGN DETAILS

GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

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 0.19 ACRES (8,211 SF.) NET AND GROSS
ALLEYWAY:
 0.06 ACRES (2,737 SF.) NET AND GROSS

OVERALL AREA: 2.36 ACRES (102,882 SF.) NET AND GROSS

ZONING: B-2 (COMMUNITY BUSINESS CENTER)

PROPOSED USE: RESTAURANT (6,686 SF)

BUILDING INFORMATION:

- MAXIMUM ALLOWABLE BUILDING HEIGHT = 40 FT. (2 STORIES)
- PROPOSED BUILDING HEIGHT = 24'-6" (1 STORY)

- BUILDING FOOTPRINT AREA = 7,105 SF.

- BUILDING LOT COVERAGE = 7,105/100,145 = 0.071 = 7.1%

GREENSPACE:

- 0.45 ACRES (PERVIOUS) / 2.30 ACRES = 20%

SETBACK REQUIREMENTS:

	REQUIRED	PROPOSED
FRONT (NORTH)	10'	55.96'
SIDE (EAST)	10'	119.77'
SIDE (WEST)	10'	64.63'
REAR (SOUTH)	20'	58.76'

PARKING CALCULATIONS:

- REQUIRED
- RESTAURANT = 1 PER 100 SF. (EXCLUDING KITCHEN AREA)
 = 6686/100 = 66.9 = 67 SPACES

- TOTAL REQUIRED PARKING = 67 SPACES (INC. 3 HC SPACES)

PROPOSED

- PARKING PROVIDED (RESTAURANT) = 181 SPACES (INC. 6 HC SPACES)

BICYCLE PARKING

- REQUIRED
- BICYCLE PARKING REQUIRED = 1 PER 20 SPACES (OVER 40)
 = (182-40)/20 = 7.1 = 8 SPACES

PROPOSED

- BICYCLE PARKING PROVIDED = 8 SPACES

LOADING CALCULATIONS:**REQUIRED**

- LOADING REQUIRED = (1) - 12'x50' FOR 2,000-20,000 SF BUILDING AREA

PROPOSED

- LOADING PROVIDED = (1) - 12'x50' AT REAR OF BUILDING

FLOODPLAIN NOTE:

THE SUBJECT PARCEL LIES WITHIN AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE 'X') PER FEMA FLOOD INSURANCE RATE MAP NUMBER 26125C0563F, A NON-PRINTABLE PANEL

REFERENCE DRAWINGS

ALTANSPS LAND TITLE SURVEY, KEM-TECH PROJECT NO. 19-00397, DATED MARCH 04, 2019

BENCHMARKS
 BM #300 (KEM-TEC SITE BM #1)
 ARROW ON A HYDRANT LOCATED ON THE EAST SIDE OF THE PROPERTY, APPROX. 50'± SOUTH OF THE ALLEY.
 ELEV. - 638.35

 BM #301 (KEM-TEC SITE BM #2)
 CHISELED 'X' ON THE SOUTHEAST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHEAST CORNER OF W. 12 MILE RD & I-75 RAMP.
 ELEV. - 637.07

 BM #301
 CHISELED 'X' ON THE SOUTHWEST BOLT OF A STRAIN POLE LOCATED AT THE SOUTHEAST CORNER OF W. 12 MILE RD & DARTMOUTH ST.
 ELEV. - 635.80
LEGAL DESCRIPTION

(PER OKLAHOMA COUNTY)

PARCEL ID 25-14-202-030

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH W 61.47 FT, TH S 00-42-20 E 22.11 FT, TH S 54-35-50 W 268.85 FT, TH S 25-29-00 W 85.06 FT, TH E 317.32 FT, TH N 00-07-00 E 253.37 FT TO BEG 0.95 A 8/22/89 FR 002

PARCEL ID 25-14-202-031

T1N, R11E, SEC 14, PART OF NE 1/4, BEG AT PT DIST S 00-07-00 W 253.37 FT FROM NW COR OF LOT 11 OF 'ASSESSORS PLAT NO 2', TH W 317.32 FT, TH S 25-29-00 W 132.42 FT, TH E 374.05 FT, TH N 00-07-00 E 119.53 FT TO BEG 0.95 A 8/22/89 FR 002

PARCEL ID 25-14-202-003

T1N, R11E, SEC 14 ASSESSORS PLAT NO. 2 LOTS 5 THRU 11 INCL EXC N 7 FT FOR HWY

PARCEL ID 25-14-202-004

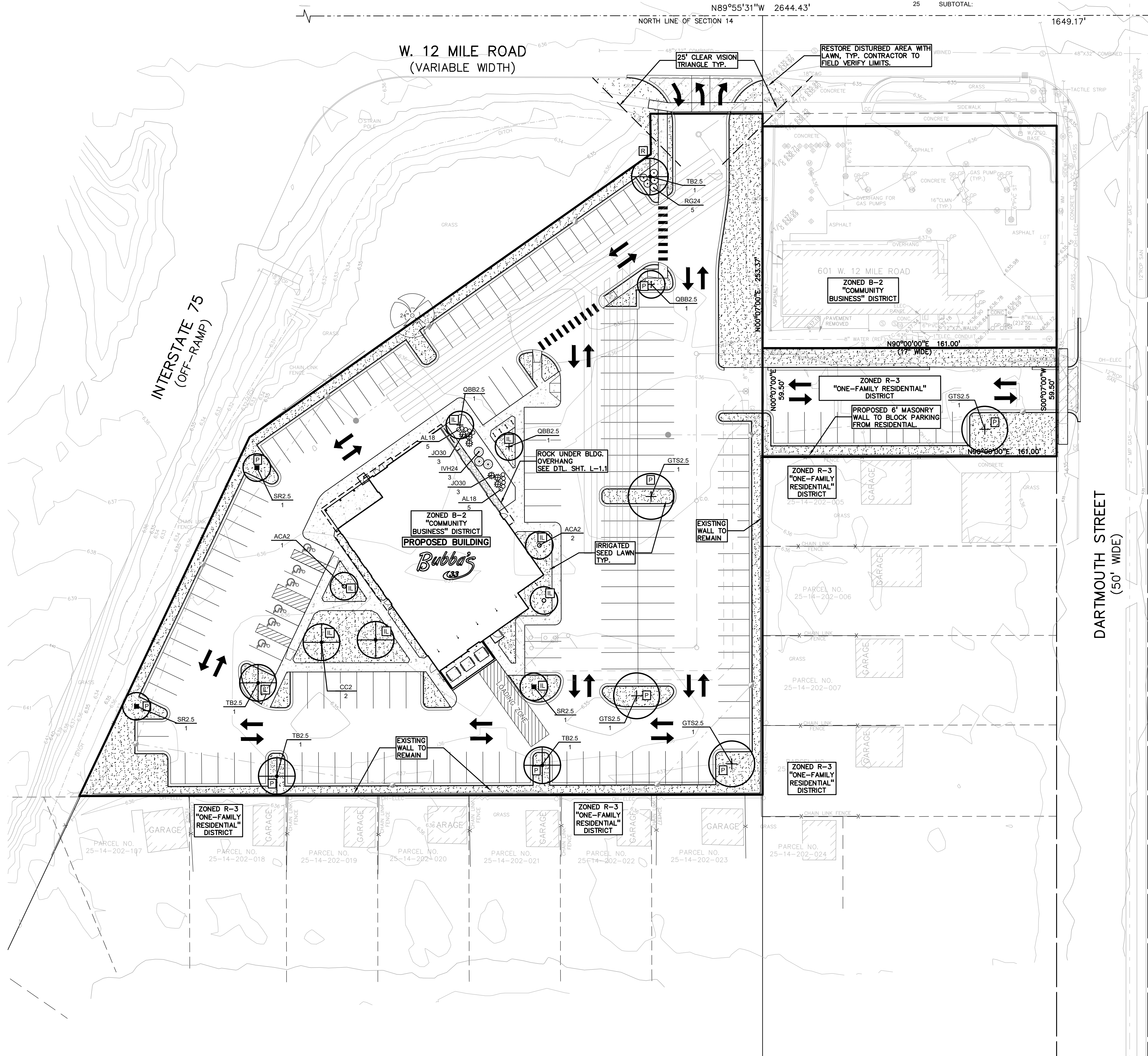
T1N, R11E, SEC 14 ASSESSOR'S PLAT NO 2 LOT 12, ALSO VAC S 3 FT OF ALLEY LYING NLY OF LOT 12 & SLY OF LOTS 5 TO 11 INCL, ALSO THAT PART OF VAC ALLEY LYING W OF LOT 12

NOT FOR CONSTRUCTION

\\pea\pea\PROJECTS\2025\25-0636 MADISON HEIGHTS RESTAURANT\DWG\2_3 SITE_PLAN\2-10 LANDSCAPE-250636.dwg PLOT DATE: 7/14/2025 8:15 Janet Evans

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
GTS2.5	4	GLEDITSIA TRIACANTHOS 'INERMIS' 'SUNCOLE'	SUNBURST HONEY LOCUST	2.5" CAL.	B&B	PER PLAN	NATIVE	
QBB2.5	3	QUERCUS BICOLOR 'BONNIE AND MIKE'	BEACON® OAK	2.5" CAL.	B&B	PER PLAN	NATIVE	
SR2.5	3	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2.5" CAL.	B&B	PER PLAN	NON-NATIVE	
TB2.5	4	TILIA AMERICANA 'BOULEVARD'	BOULEVARD AMERICAN LINDEN	2.5" CAL.	B&B	PER PLAN	NATIVE	
	14	SUBTOTAL:						
ORNAMENTAL TREES								
ACA2	3	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	2" CAL.	B&B	PER PLAN	NATIVE	
CC2	2	CERCIS CANADENSIS	EASTERN REDBUD	2" CAL.	B&B	PER PLAN	NATIVE	
	5	SUBTOTAL:						
SHRUBS								
AL18	11	ARONIA MELANOCARPA 'UCONNAM165'	LOW SCAPE MOUND® BLACK CHOKEBERRY	18" HT.	CONT.	PER PLAN	NATIVE	
IVH24	3	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	24" HT.	CONT.	PER PLAN	NON-NATIVE	
JO30	6	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL EASTERN REDCEDAR	30" HT.	CONT.	PER PLAN	NATIVE	
RG24	5	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	24" SPRD.	CONT.	PER PLAN	NATIVE	
	25	SUBTOTAL:						



LANDSCAPE CALCULATIONS

PER CITY OF MADISON HEIGHTS ZONING ORDINANCE: ZONED B-3 GENERAL BUSINESS
RIGHT OF WAY GREENBELT LANDSCAPE = R
REQUIRED: 1 TREE AND 4 SHRUBS PER 30 LF
INTERSTATE 75: 410 / 30 = 13.67 = 14 TREES AND 55 SHRUBS
12-MILE ROAD: (61.5 - 30) / 30 = 1.05 = 1 TREE AND 5 SHRUBS
PROVIDED:
INTERSTATE 75: EXISTING WALL TO REMAIN
12-MILE ROAD: 1 PROPOSED TREES AND 5 PROPOSED SHRUBS

GREENBELT BUFFER LANDSCAPE

REQUIRED: 1 TREE AND 4 SHRUBS PER 30 LF
SOUTH BOUNDARY: 373 / 30 = 12.43 = 13 TREES AND 52 SHRUBS
EAST BOUNDARY: 184 / 30 = 6.13 = 7 TREES AND 28 SHRUBS
SE BOUNDARY: 161 / 30 = 5.3 = 6 TREES AND 24 SHRUBS
PROVIDED:
SOUTH BOUNDARY: EXISTING WALL TO REMAIN
EAST BOUNDARY: EXISTING WALL TO REMAIN
SE BOUNDARY: PROPOSED WALL

INTERIOR LANDSCAPING = IL

REQUIRED:
5% OF THE TOTAL IMPERVIOUS AREA (BUILDINGS AND PAVED AREAS).
ONE 2.5" DECIDUOUS TREE AND THEN ONE 2.5" DECIDUOUS TREE FOR EVERY
ADDITIONAL 400 SF OF REQUIRED INTERIOR LANDSCAPE AREA
(2) 18" SHRUBS AND THEN (2) 18" SHRUBS FOR EVERY ADDITIONAL 400 SF OF
REQUIRED INTERIOR LANDSCAPE AREA
IMPERVIOUS AREA: 71,080 SF
REQUIRED:
71,080 X (0.05) = 3554 SF OF LANDSCAPE AREA
3554 / 400 = 8.89 = 9 TREES AND 18 SHRUBS
PROVIDED:
9 PROPOSED TREES AND 19 PROPOSED SHRUBS

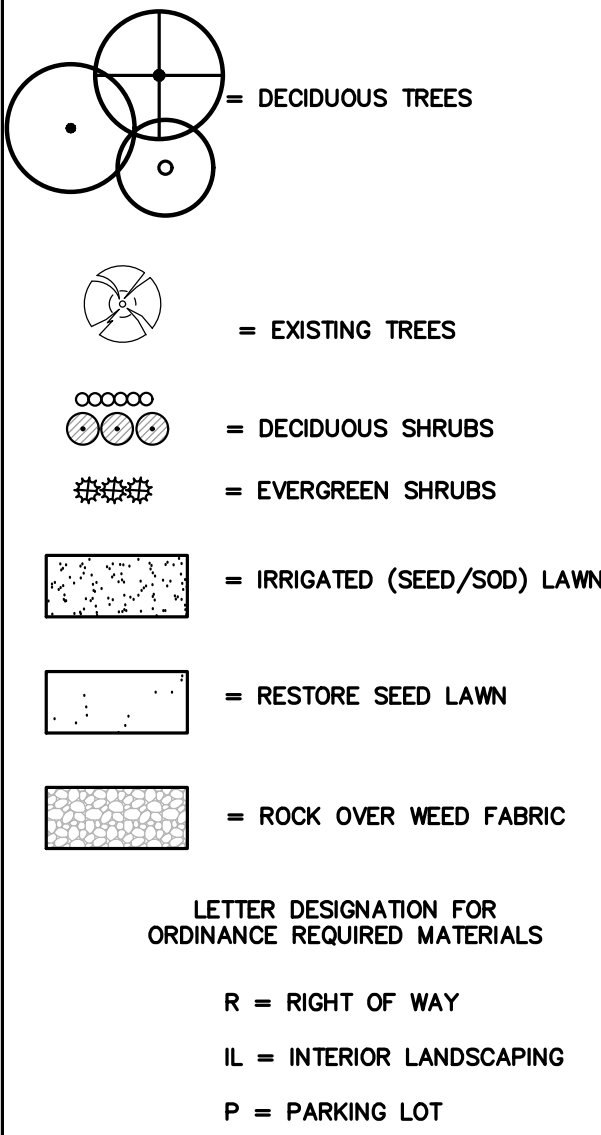
PARKING LOT LANDSCAPE = P

REQUIRED:
5 SF OF REQUIRED PARKING LOT LANDSCAPE PER PARKING SPACE AND ONE 2.5"
DECIDUOUS TREE FOR EVERY 100 SF OF REQUIRED PARKING LOT LANDSCAPE.
181 PARKING SPACES x 5 SF = 905 SF OF REQUIRED PARKING LOT LANDSCAPE AND
905 / 100 = 9 REQUIRED TREES.
PROVIDED:
9 PROPOSED TREES

GENERAL PLANTING NOTES:

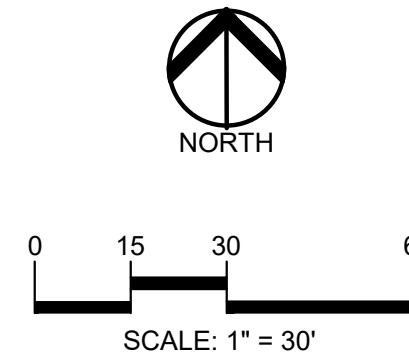
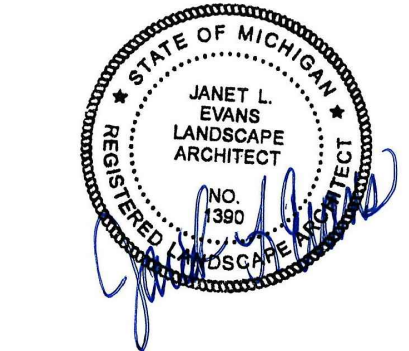
- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.
- TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

KEY

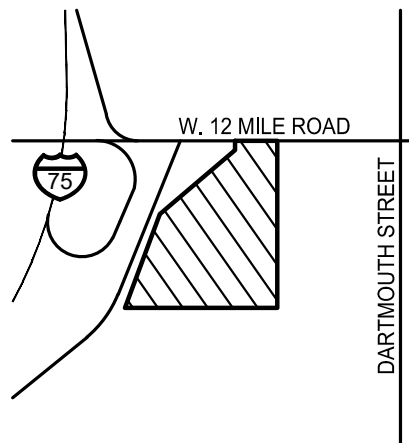


Item 8.

PEA GROUP
t: 844.813.2949
www.peagroup.com



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT
NAJOR COMPANIES
600 NORTH OLD WOODWARD, SUITE 100
BIRMINGHAM, MICHIGAN 48009

PROJECT TITLE
NAJOR 12 MILE & I-75
611 W. 12 MILE ROAD
MADISON HEIGHTS, OAKLAND COUNTY, MI

REVISIONS	
CITY COMMENTS	7-14-25

ORIGINAL ISSUE DATE:
JUNE 10, 2025

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

PEA JOB NO.	25-0636
P.M.	GB
DN.	TC
DES.	JLE

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

Bubba's 33 is a reputable family restaurant, and I would love to see it in my city. I believe this development will bring new jobs to the city and enhance the community. I am also committed to safe traffic flow, and with an improved and upgraded alley, visitors and residents will be able to safely exit the property. The property owner has reached out to city residents and businesses to hear our concerns as well, and I am confident they have considered them in their proposal.

I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Adam Vitro

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-16-25

Address: 26653 Conzens Ave Madison Heights MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Jonathan Gebbiny

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/2/2025

Address: 1292 ann terrace
Madison heights

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Karrie DiFranzo

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Karrie DiFranzo

Date: 10/2/2025

Address: 26603 Alden Madison Heights, MI
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Luthanial Donald

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Luthanial Donald

Date: 10-2-2025

Address: 26403 Aiden St.
MADISON HEIGHTS MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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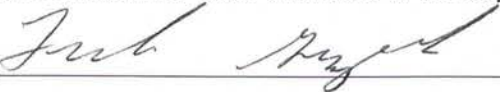
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: FRANK GRZESIAK

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: OCT - 2 - 2025

Address: 26599 PARK CT MADISON HGTS MI
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Michelle Lambrix

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

Michelle E. Family

Date:

10/2/25

Address:

982 E. Dallas Ave

Madison Heights
MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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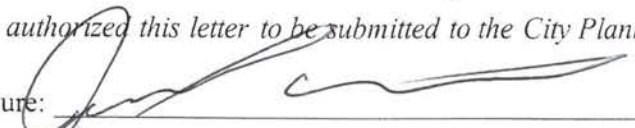
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Justin Cunningham

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-2-25

Address: 1248 Connie Ave
Madison Heights, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Shawn Paavo

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Shm Paavo

Date: 10-2-25

Address: 27835 Park ct 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Terrence Fisher

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Terrence Fisher

Date: 10/2/25

Address: 1221 Christine terrace
Madison Heights, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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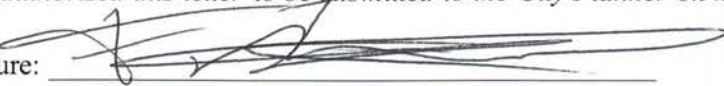
Sincerely,

Name:

FRANK Kobiak

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:



Date:

10/2/25

Address:

27028 PARK CT
MADISON Hgts MI ~~48071~~
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Shannon Roland

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Shannon Roland

Date: 10-2-25

Address: 26612 Lorenz
Madison Heights 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

Bubba's 33 is a reputable family restaurant, and I would love to see it in my city. I believe this development will bring new jobs to the city and enhance the community. I am also committed to safe traffic flow, and with an improved and upgraded alley, visitors and residents will be able to safely exit the property. The property owner has reached out to city residents and businesses to hear our concerns as well, and I am confident they have considered them in their proposal.

I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: William Tasper

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: William Tasper

Date: 8/2/25

Address: 27368 Townley

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: ERIC HARTMAN

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: E Hartman

Date: 10/2/2025

Address: 26612 LOTENZ

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Michelle Pearce

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Michelle Pearce

Date: 10-2-25

Address: 26259 Wolverine St. Mad. Hts. 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Uziel A Alvarado

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-02-25

Address: 1401 Christine Terr

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Steven Schneider

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/2/25

Address: 2603 Courant Ave. Madison Heights

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Donald Meacham

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-2-2025

Address: 27120 Park Court

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name:

David Seldar

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

David Seldar

Date:

10-2-25

Address:

26705 Alden Madison Hgts mi. 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: RUSSELL MAJOR

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Russell Major

Date: 10-2-25

Address: 27416 PARK CT.

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name:

Rebecca Spencer

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

Rebecca Spencer

Date:

10-2-25

Address:

1699 Christine Terrarica

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: ANNE Smith

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-2-25

Address: 27321 DELTON ST
MADISON HEIGHTS MICH 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Jacob Livingston

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Jacob Livingston

Date: 10-2-2025

Address: 26650 Park Ct

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: MATTHEW BRUECKMAN

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/2/2025

Address: 26715 Osmun St, Madison Height, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Akeela Roberts

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Akeela Roberts

Date: 10/2/25

Address: 27739 Park Ct.

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Nick Kadun

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Nick Kadun

Date: 10-2-2025

Address: 26660 Lorenz, 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

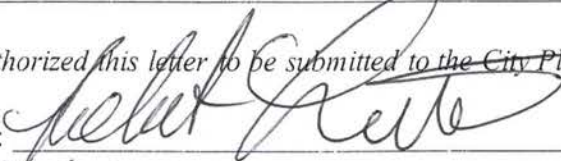
Sincerely,

Name:

Robert Livingston

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:



Date:

Oct 3, 2025

Address:

1697 Ann Terrace Mad Hts MI
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Amy D. Johnson

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Amy D. Johnson

Date: 10-2-25

Address: 26195 Tawas m.H. MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Russell Gleen

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Russell Gleen

Date: 10-2-2025

Address: 27238 park ct

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Kia Tate

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Kia Tate

Date: 10-2-25

Address: 27109 Vance St Madison Heights, MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: ROBERT SANTTI

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Robert Santti

Date: 10/02/25

Address: 997 E. FARNUM

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Matt Green

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Matt Green

Date: 10-2-25

Address: 26442 TAWAS MADISON hghts MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Willis White

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/21/2025

Address: ~~226~~ 27305 Brush St. Mt., MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: VSEVOLAD M ERMAK

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-02-2025

Address: 1146 E KALAMAZOO

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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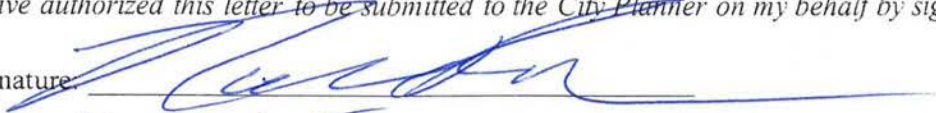
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Norman D. Robbins

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-2-25

Address: 26708 Northeastern Hwy
Madison HTS, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Jamie L. House

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Jamie L. House

Date: 10/3/25

Address: 1156 E. Brockton

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: KEVIN CLARK

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: KEVIN CLARK

Date: October 2, 2025.

Address: 27857 DeHon St., Madison Heights, MI
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Trevor Dearing

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/02/2025

Address: 654 Manchester St Madison
Heights MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Shannon Martin

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Shannon Martin

Date: 10-2-25

Address: 27055 Nanton

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Derek Byrd

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/2/25

Address: 27811 Park Court,

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Chris Betea

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Chris Betea

Date: 10-16-25

Address: 26195 Tawas st. M.H. 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Jamal Bautros

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Paul Brown

Date: 10-16-2025

Address: 26729 Barrington - Madison-Hts MI - 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: 

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-15-25

Address: 26630 River St. Madison Heights

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Melanie Maysura

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Melanie Maysura

Date: 10/16/2025

Address: 26137 Brettonwoods
Madison Heights, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Jordan Starford

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

[Signature]

Date:

10/16/25

Address:

835 E. Kalama ave,

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Deborah Busch

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Deborah Busch

Date: 10.16.25

Address: 1243 Ann Terr. Madison Hts, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Krystle Stafford

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/16/2025

Address: 835 E Kalama Madison Hgts MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: John Grzesiak

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: John Grzesiak

Date: 10-16-25

Address: 26599 Park Ct

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Gary Peters

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Gary Peters

Date: 10-16-25

Address: 22305 BRUSH
MAD Hgts, MI
48061

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Shannon Womack

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Shannon Womack

Date: 10-16-25

Address: 1633 Ann Terrace Madison Heights MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Jada Coleman

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

Jada Coleman

Date:

10/15/25

Address:

31410 JOHN R #107
48071 madison Heights, mi

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Robert Callin

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-16-25

Address: 28609 Herbert St
Madison Heights, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Katie Kuhn

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: K. Kuhn

Date: 10-07-2025

Address: 27893 Lenox

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Mike Galac

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-6-2025

Address: 26429 Couzens

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Austin Fletcher

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Signature]

Date: 10-5-15

Address: 28676 Diering Madison heights 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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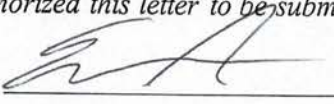
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Evan Augustine

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-5-25

Address: 28142 Brush, Madison Heights

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Deborah Durant

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Deborah Durant

Date: 10/5/25

Address: 631 Bellaire Ave,
Madison Hts, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Barry Hoover

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Barry J Hoover

Date: 10/5/25

Address: 27858 Palmer

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Brandon K

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Brandon K

Date: 10-4-25

Address: 31620 NO Campbell Rd M H

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Keith Lelli

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Keith M. Lelli

Date: 10/3/25

Address: 1777 Keats Mad Hts. MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Kevin Carpenter

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Kevin Carpenter

Date: 10-11-2025

Address: 29183 Tessmer Ct.
Madison Hgts 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Blake Holt

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Signature]

Date: 6-17-25

Address: 29171 Shirely Ave

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Farah

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Farah Ethridge

Date: 10-16-25

Address: 390 E 13 miles Rd

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Vanessa Mae Lee

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Vanessa Lee

Date: 10/16/25

Address: 340 E 13 Mile Rd Apt 3
Madison Heights MI
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Daniel Kurkes

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-11-2025 29181 Tessmer Ct, madison HTS 48071

Address: _____

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

Bubba's 33 is a reputable family restaurant, and I would love to see it in my city. I believe this development will bring new jobs to the city and enhance the community. I am also committed to safe traffic flow, and with an improved and upgraded alley, visitors and residents will be able to safely exit the property. The property owner has reached out to city residents and businesses to hear our concerns as well, and I am confident they have considered them in their proposal.

I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Sarah Kurkes

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Sarah Kurkes

Date: 10-11-2025

Address: 29181 Tessmer Ct, Madison HTS 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: NATHAN DEAN SZPANELEWSKI

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Nathan Szpanielewski

Date: 10/03/2025

Address: 535 SONIA AVE

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Em Gubitter

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

Em Gubitter

Date:

10-5-2025

Address:

28207 Hayes, m, 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Michelle Applebee

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

[Signature]

Date:

10/5/25

Address:

30429 Barrington Street

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Sara Grapso

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Signature]

Date: 10/5/28

Address: 29087 Howard Ave

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Paul Lorentzen

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Paul Lorentzen

Date: OCT 5th

Address: 27735 Alger Lane

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

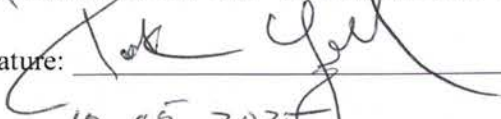
Sincerely,

Name:

PATRICK YOKANNA

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:



Date:

10.05.2025

Address:

28338 COZZENS AVE

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

DRYER SYDER

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

[Signature]

Date:

10/5/25

Address:

888 Rutherford CT

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

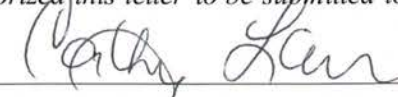
Sincerely,

Name:

 CATHY L. Oliver

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:



Date:

10/5/2025

Address:

47 E Hudson ave.

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

BRADLEY SHELL

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

[Signature]

Date:

10/5/25

Address:

888 KATHERINE CT

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name:

Rick Malinowski

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature:

[Signature]

Date:

10-6-25

Address:

28217 Edward Ave Madison Heights MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Robert England

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Signature]

Date: 10-6-25

Address: 26754 Palmer blvd

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Misty Nason

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Misty Nason

Date: 10-7-25

Address: 29183 Tessmer CT. Madison Hts. MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Heather Pavlek

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Handwritten Signature]

Date: 10/07/25

Address: 1375 Duichy Ave. Madison Hts, MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Don Durham

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Don R

Date: 10-8-25

Address: 29214 Tessmer Ct MH

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: CARL DIX

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Carl Dix

Date: 10-8-25

Address: 29185 Tessmer Ct Madison Hts
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Tim McCRAW

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Tim McCRAW

Date: 10-8-2025

Address: 31739

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Sharon Dix

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Sharon Dix

Date: 10-8-25

Address: 29185 Tessmer Ct Madison Ht
48091

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: JAMES SMITH

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: James Smith

Date: 10-17-25

Address: 27738 PARK CT. MADISON Hgts.
48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Debbie Gouin

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Debbie Gouin

Date: 10/17/2025

Address: 26641 Alden - Mt

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Rochelle Winters

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Rochelle Winters

Date: 10/16/25

Address: 25994 Couzens Ave. Madison Heights 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Lonnie Martin

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: [Signature]

Date: 10-4-25

Address: 22055 Norton

Attention: City Planner Matt Lonnerstater



Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: mykayla Smith

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: M Smith

Date: 10/4/25

Address: 27738 park Ct
madison heights MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: Kimberly Canada

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Kimberly Canada

Date: 10-3-25

Address: 26511 Alden St Madison Hgts
MI, 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Hai Tham Seman

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Hai Tham Seman

Date: 9-3-25

Address: 1228 E. Dallas Ave. Madison Hts 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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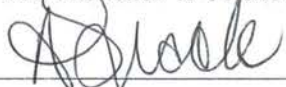
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: ANN Swack

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10/3/25

Address: 1045 MIDDLEBYP AVE MADISON HEIGHTS. 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

Bubba's 33 is a reputable family restaurant, and I would love to see it in my city. I believe this development will bring new jobs to the city and enhance the community. I am also committed to safe traffic flow, and with an improved and upgraded alley, visitors and residents will be able to safely exit the property. The property owner has reached out to city residents and businesses to hear our concerns as well, and I am confident they have considered them in their proposal.

I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: AARON BALABUCH

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-3-25

Address: 26751 LENOX

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: James R. Bush Jr.

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: James R. Bush Jr.

Date: 10-3-2025

Address: 26564 Northeastern Hwy

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Nick McKay

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-2-25

Address: 26749 Hales
MADISON HEIGHTS MI 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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Thank you for considering my comments.

Sincerely,

Name: Amanda Glaub

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Amanda Glaub

Date: 10/3/25

Address: 1338 E. University
Madison Hqts 48071

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

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Thank you for considering my comments.

Sincerely,

Name: EVELYN LAIRD

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: Evelyn Laird

Date: 10/4/25

Address: 1535 E. 11 mile Rd

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Lise Leder

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-4-25

Address: 27706 Park Ct Madison Hts

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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Thank you for considering my comments.

Sincerely,

Name: 1 Aaron VanPelt

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: AV

Date: 10-3-25

Address: Rialto 26666

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

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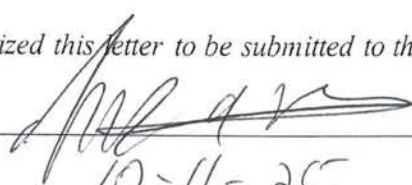
I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Jeff Stefan

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: 

Date: 10-11-25

Address: 1322 Diana Ave.
Madison Heights MI

Attention: City Planner Matt Lonnerstater

Re: Support for Bubba's 33 Restaurant

Dear Matt Lonnerstater:

I am a resident of the City of Madison Heights, writing in support of the Bubba's 33 project. I am committed to the city's commercial development and fully support the addition of Bubba's 33 to the Madison Heights community.

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I urge the Madison Heights City Officials to approve the Bubba's 33 project so the residents of Madison Heights can have more family-dining options, access to more jobs, and safer roads.

Thank you for considering my comments.

Sincerely,

Name: Elaine Bandy

I have authorized this letter to be submitted to the City Planner on my behalf by signing below.

Signature: E. B.

Date: 10/16/25

Address: 1243 Ann Terrace
Madison Hgts MI 48071

4. **Remote Shared Parking.** Where an applicant requests to utilize a shared parking arrangement at an off-site parking area, a remote parking agreement shall be submitted to the Community and Economic Development department and shall be subject to approval by the Planning and Zoning Administrator. Remote parking shall be provided in accordance with the following:
- A. Remote parking areas shall be limited to existing parking lots already serving a principal building/use, or a parking lot as a principal use approved in accordance with [Section 10.06](#), below.
 - B. Pedestrian access between the remote parking facility and the served use(s) shall be provided in a safe convenient manner.
 - C. Remote parking areas shall be located on a lot within 300 feet of the principal building/use, measured from the nearest point of the property lines to the nearest point of the off-site parking lot.
 - D. Remote parking may not be separated from the use that it serves by a street right-of-way width exceeding 60 feet, unless a grade-separated pedestrian walkway, traffic control, or shuttle service is provided to the remote parking area.
 - E. If remote parking becomes unavailable and minimum parking is not able to be accommodated elsewhere, the served use(s) shall be discontinued.
 - F. The shared parking agreement shall, at minimum, contain the following, and shall be recorded at the County Register of Deeds:
 - (1) A term of at least five years to protect the city's interest in providing long-term, stable parking for the served use.
 - (2) Maintenance requirements.
 - (3) Termination, violation and enforcement provisions.

Section 10.06 Parking as a Principal Use

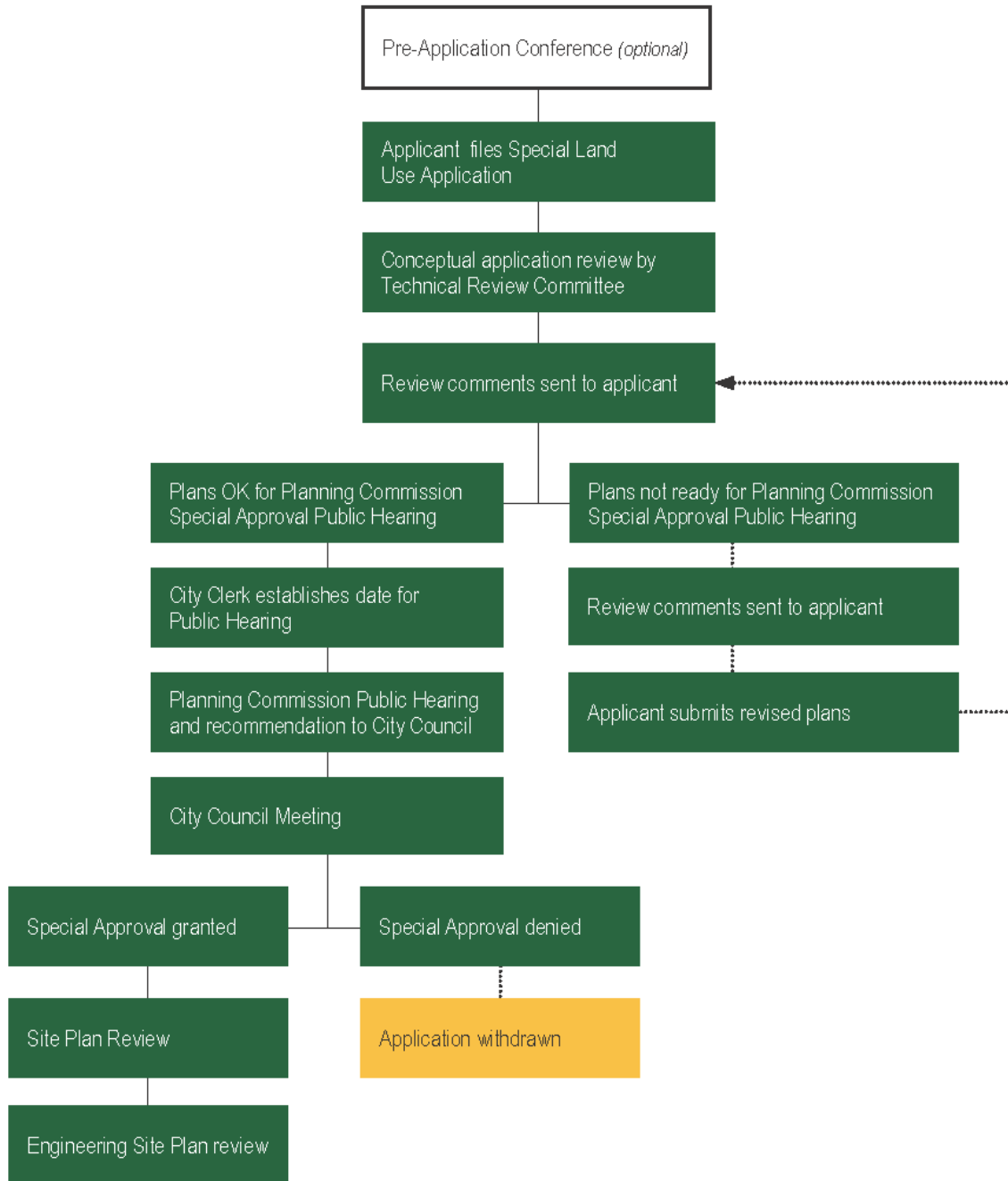
1. Parking as a principal use is permitted as a special land use in all zoning districts, subject to the following standards:
- A. Unless otherwise noted, the parking lot shall satisfy all layout, construction and design standards of this article.
 - B. The parking lot shall be landscaped and screened in accordance with Section 11.06 (Parking Lot Landscaping).
 - C. The use of the parking lot shall be restricted to the parking of passenger automobiles only. No commercial vehicles shall be parked or stored.
 - D. The parking lot shall serve customers, visitors, and employees of adjacent non-residential/mixed-use districts.
 - E. Each entrance and exit from such parking lot shall be located at least twenty (20) feet from any adjacent residential zoning district, measured from the property line.
 - F. The following additional standards apply to principal use parking lots in R-1, R-2, R-3, R-MN, and R-MF districts:
 - (1) The residential parcel on which the parking lot is located shall have a side or rear lot line that directly abuts a non-residential or mixed-use zoning district, or directly abuts a public alley which divides said residential and non-residential/mixed-use zoning districts.
 - (2) All portions of the paved parking lot and all parking spaces and maneuvering lanes shall be within eighty (80) feet of the non-residential/mixed-use zoning district to be served, or the edge of a public alley which divides said residential and non-residential/mixed-use zoning districts.
 - (3) The applicant shall, through the Special Land Use process, demonstrate that adequate parking cannot be reasonably provided on the subject property or an adjacent non-residentially-zoned parcel.
 - (4) The applicant shall, through the Special Land Use process, demonstrate that the parking areas will not detrimentally impact the residential character of the adjacent neighborhood(s).

- E. The guarantee or portion thereof, shall be promptly released upon the inspection and approval of all improvements in compliance with the approved final site plan or conditional use permit and all applicable city standards and specifications. Portions of the guarantee may be released, in not more than three installments, provided:
- (1) The project or approved phase of a project has been completed for six months and the improvements for which the release is requested have been inspected and approved in accordance with the above standards, and the remaining balance is sufficient to cover the remaining improvements, including administrative and contingency expenses.
 - (2) The guarantee shall not be reduced below the minimum amount required above.
- F. **Types of Completion Guarantees.** The applicant may provide a guarantee in the form of a cash deposit, certified check, surety bond or letter of credit in a form acceptable to the city. Surety bonds and letters of credit shall be valid for a period of one year past the anticipated request for the last Certificate of Occupancy for the entire project and, if required, shall be renewed by the applicant not less than 30 days prior to expiration.

Section 15.05 Special Land Use Review

1. **Purpose.** The purpose of this section shall be to:
 - A. Require Special Land Use approval for certain uses in all zoning districts that are listed as Special Land Uses.
 - B. Establish review procedures for all Special Land Uses.
 - C. Establish review standards for all Special Land Uses.
 - D. Establish the Planning Commission as the advisory board and City Council as the final review and approval authority for Special Land Uses.
 - E. Establish authority to impose conditions upon Special Land Uses.
2. **Submission and Review Process.** All Special Land Uses in all zoning districts shall be reviewed in accordance with the following procedures:
 - A. Applicant may request a preliminary meeting with Community and Economic Development Department staff to discuss the proposal, design elements, ordinance requirements, etc. The applicant may further request a preliminary discussion at the Planning Commission for informal input. The city's comments during a pre-application conference shall be advisory in nature only.
 - B. Applicant submits application, fee, two (2) copies of the proposed conceptual site plan, and a digital version of the conceptual site plan, to the Community and Economic Development Department (site plan must be reduced to 11" x 17"). A separate site plan application is not required at the time of special land use review. A conceptual site plan shall include at a minimum:
 - (1) Location map showing the proposed site location, zoning classifications and major roads.
 - (2) Property identification number(s) and the dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties.
 - (3) Location of all existing and proposed structures, uses, number of stories, gross building area, required and proposed setback lines, and distances between structures on the subject property.
 - (4) The percentage of land area devoted to building, paved, and open space.
 - (5) All existing and proposed structures, roadways, drives, landscaping, trees, parking areas, and pedestrian paths.
 - (6) Number of parking spaces and location of loading areas and handicap parking spaces and access routes on the subject property.
 - (7) Location and height of all walls, fences, and landscaping, including a conceptual landscaping plan.
 - (8) Location and widths of all abutting streets, existing and proposed rights-of-way, easements, and pavement.

- (9) Type of existing and proposed surfacing of all drives, parking areas, loading areas and roads.
 - (10) All utilities located on or serving the site, including sizes of water and sewer lines, wells, proposed hydrants, and proposed fire suppression line into building. Proposed sanitary leads and sanitary sewers must also be shown, as applicable.
 - (11) Preliminary storm system layout and flow arrows demonstrating that storm flow connections and disposal methods are feasible.
 - (12) Existing and proposed ground contours at intervals of two feet, or spot elevations sufficient to review the proposed grading and drainage plan, as determined by the city's consulting engineer.
- C. The Planning and Zoning Administrator may waive particular submittal items, as listed above, upon a determination that such items are not necessary for making a determination on the requested Special Land Use.
 - D. The Technical Review Committee reviews the Special Land Use application for general conformance with Ordinance requirements and transmits review comments to the applicant for revision, if necessary. Applicant submits revised materials to Planning and Zoning Administrator, if necessary, for re-consideration by Technical Review Committee. Comments made by the Technical Review Committee shall be forwarded onto Planning Commission for consideration.
 - E. The Planning and Zoning Administrator notifies the City Clerk when Special Land Use applications are adequate for consideration by The Planning Commission. The Planning and Zoning Administrator and City Clerk establish a public hearing date and post/send public notices in accordance with [Section 15.01](#).
 - F. The Planning Commission shall hold a public hearing. Following the public hearing, the Planning Commission shall review the request and make a recommendation to the City Council in the form of a motion. The recommendation may be subject to certain conditions or changes being made.
- If the Planning Commission requires additional information, the application may be postponed to a date certain until such information has been received.
- G. Following the review and recommendation of the Planning Commission, the application shall be forwarded to the City Council at its next scheduled meeting. The City Council shall consider the request, along with the Planning Commission recommendation, and approve, approve with conditions, or deny the application for special use approval. If City Council requires additional information, the application may be postponed to a date certain until such information has been received.
 - H. Each action taken with reference to special land use approval shall be duly recorded in the minutes of the Planning Commission and City Council and shall state the grounds for the action taken upon each special use submitted for its approval.
 - I. Special land use approval shall be obtained from the City Council before issuance of a Certificate of Occupancy for any special land use, and prior to the submittal and approval of a site plan, engineering plan, and building permit, if required.
 - J. The Planning and Zoning Administrator, in coordination with the City Clerk, sends the applicant a Notice of Action and a copy of the City Council minutes from the meeting in which the case was acted upon. If Site Plan approval is required for the project, the applicant may apply for Site Plan review in accordance with [Section 15.04](#)



3. **Review Standards and Criteria.** In approving a special land use, the Planning Commission and City Council shall make a finding that the proposed Special Land Use is in compliance with all of the following standards:
- A. The use is so designed, located and proposed to be operated in a way that protects the public health, safety and welfare.
 - B. The use is designed in a way that considers the natural environment and helps conserve natural resources and energy.
 - C. The special land use will not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.
 - D. The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood, and vicinity. At a minimum, this shall include:
 - (1) Location of use(s) on site;
 - (2) Height of all improvements and structures;
 - (3) Adjacent conforming land uses;
 - (4) Conformance with the Master Plan and future land use map for the area as adopted by the planning commission; and
 - (5) Compatibility with the permitted principal uses allowed in the zoning district where the Special Land Use is requested, and consistency with the intent of the zoning district.
 - E. Ingress/egress to the use shall be controlled to assure maximum vehicular, pedestrian and non-motorized safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:
 - (1) Reduction in the number of ingress/egress points through elimination, minimization and/or consolidation of drives and/or curb cuts;
 - (2) Proximity and relation to intersections, specifically with regard to distance from drive(s) to intersection(s);
 - (3) Reduction/elimination of pedestrian/vehicular traffic conflicts;
 - (4) Adequacy of sight distances;
 - (5) Location and access of off-street parking;
 - (6) Location and/or potential use of service drives to access multiple parcels, reducing the number of access points necessary to serve the parcels.
 - F. The use is consistent with the intent and purpose of the zoning district in which it is proposed.
 - G. In granting Special Land Use approval, City Council may impose conditions that it deems necessary to fulfill the spirit and purpose of this Ordinance. The conditions may include those necessary to ensure that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.
4. **General Stipulations.**
- A. The breach of any condition, safeguard or requirement, and the failure to correct such breach within 30 days after an order to correct is issued by the city shall be reason for immediate revocation of the Special Land Use Approval. Conditions and requirements stated as a part of special use permit authorizations shall be continuing obligations of the holders of such permits and are binding upon their heirs and assigns and upon any persons taking title to the affected property while such special use permit is in effect.
 - B. The discontinuance of a special land use after a specified time may be a condition to the issuance of the permit. Renewal of a special land use permit may be granted after a review and determination by the city council that

continuing private need and public benefit will be served by such renewal. Renewal applications shall be in accord with standards and requirements in effect at the time that the renewal is requested.

- C. Application for Special Land Use Approval shall be made with the full consent of all persons having an ownership interest in the land on which the Special Land Use is requested. All persons having ownership interest in the property shall sign the application prior to its acceptance by the city.
 - D. Special Land Use Approval is valid for a period of one year. When required, site plan approval and commencement of construction of approved improvements must occur within one year of the city council's Special Land Use Approval or the Special Land Use Approval shall be automatically null and void. The City Council may grant an extension for good cause for a period not to exceed six months from the date of expiration of the original approval provided for extension is made during the period of effectiveness.
 - E. When an established use approved under the special land use approval procedure ceases to function or is abandoned for a period of six months, the special use approval shall lapse and shall no longer be in effect.
 - F. The record of the city council shall be the approved minutes for Special Land Use cases. Said record shall be made available to the applicant whether the Special Land Use Approval request is approved, approved with conditions, or denied and shall constitute notice of the city council's decision regarding the Special Land Use Approval request.
 - G. The Planning Commission shall give notice of the time and place of the required public hearing as required by state law.
 - H. All construction, improvement or use of a parcel or parcels of land shall be in complete accord with the Special Land Use Approval, any conditions imposed by the city council and the approved site plan.
 - I. A special land use permit may be terminated by subsequent rezoning of the affected site as a part of an appropriate zoning district, subject to any vested nonconforming use rights. Such termination may be initiated only after determination by the city council that the development status of the site is in accordance with requirements of the zoning district in which it is to be placed. There shall be no waiver of standards or procedures, including publication, hearings, planning commission and city council action, in regard to the rezoning of a site which is occupied or used under a special use permit.
 - J. No reapplication, reconsideration and/or rehearing for a special use permit which has been denied by the city council shall be resubmitted until the expiration of one year from the date of such denial, except on grounds of newly discovered evidence or proof of materially changed conditions, sufficient to justify reconsideration by the city council. Each reapplication will be treated as a new application.
 - K. Appeals: No decision or condition related to a special land use application shall be appealed to the Zoning Board of Appeals. An appeal of a special land use decision or condition may be taken to Circuit Court.
5. **Amendments, Expansions or Change of Special Land Use.** The following provisions apply when there is an amendment or a proposed expansion to an approved special land use, an amendment or proposed modification to a condition previously applied to a special land use, or when there is a proposed change from one special land use to another.
- A. **Amendments.** Any applicant who has been granted special land use approval shall notify the Planning and Zoning Administrator of any proposed amendment to the approved Special Land Use. The Planning and Zoning Administrator shall determine whether a proposed amendment requires new special land use approval. New special land use approval may be required when such amendment is a departure from the operation or use described in the approved application or causes external impacts such as additional traffic, hours of operation, noise, additional outdoor storage, or display. Any alteration of previously approved conditions pertaining to a special land use approval shall require resubmittal and new Special Land Use consideration by Planning Commission and City Council in the manner described in this Section.
 - B. **Expansions.** An expansion of any use requiring a special use approval that results in an increase of 10% or more of the building, parking, paved areas, or site area shall require resubmittal and new Special Land Use consideration in the manner described in this Section.
 - C. **Change in Use.** The applicant shall be responsible for informing the Planning and Zoning Administrator of any significant change in an approved special land use, operations, or activities prior to any such change. The Planning and Zoning Administrator shall determine if a new special land use approval is required. A significant change shall

mean any departure from the operation or use described in the approved application or any change that may cause external impacts such as additional traffic, hours of operation, noise, additional outdoor storage, or display.

Section 15.06 Variances and Appeals

1. **Administrative Appeals.** The Zoning Board of Appeals shall have the power to hear and decide appeals where it is alleged by the applicant that there is an error in any order, requirement, permit, decision, or interpretation made by the Planning and Zoning Administrator, zoning enforcement officer, or any other administrative official, board or commission in carrying out or enforcing any provision of this Ordinance, except where this Ordinance prohibits Zoning Board of Appeal Action (e.g. direct appeal to Circuit Court).
 - A. An appeal to the Zoning Board of Appeals based in whole or in part on the provisions of this Ordinance may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, board or bureau affected by the decision of the building inspector aggrieved by the decision, order, requirement, or determination made by the Planning and Zoning Administrator, Technical Review Committee, Planning Commission, zoning enforcement officer, or other administrative official or board or commission tasked with administering or enforcing the provisions of this Ordinance. Such appeal shall be taken by filing a notice of appeal with the Planning and Zoning Administrator on appropriate forms provided by the Community and Economic Development Department. The Planning and Zoning Administrator shall transmit all papers constituting the records of such appeal to the board. The board may require the applicant to furnish such surveys, plans or other information as may be required for the proper consideration of the matter. Upon a hearing before the board, any person or party may appear in person, or by agent, or by attorney.
 - B. **Time for Appeal.** An appeal shall be filed to the Planning and Zoning Administrator within thirty (30) days from the date listed on the Notice of Action referring to the order, requirement, decision, or determination which is the subject of the appeal.
 - C. The Zoning Board of Appeals shall fix a reasonable time for the hearing of the appeal and give due notice thereof to in accordance with the procedures set forth in the Michigan Zoning Enabling Act, PA 110 of 2006 (as amended) and Section 15.01.
 - D. The board may reverse or affirm wholly or partly or may modify the order, requirement, decision or determination as, in its opinion, ought to be made in the premises and, to that end, shall have all the powers of the officer from whom the appeal is taken. The concurring decision of a majority of the members of the board shall be necessary to reverse an order, requirement, decision or determination of an administrative officer or body, or to decide in favor of the applicant a matter upon which they are required to pass under an ordinance, or to effect a variation in an ordinance. An appeal shall stay all proceedings in furtherance of the action appealed from unless the building inspector certifies to the Zoning Board of appeals after notice of appeal shall have been filed with him that by reason of facts stated in the certificates a stay would cause imminent peril to life and property, in which case the proceedings shall not be stayed otherwise than by a restraining order which shall be granted by the Zoning Board of Appeals or by the Circuit Court on application, on notice of the building inspector and on due cause shown.
2. **Variances.** The ZBA shall have the power to authorize, upon application, specific variances from such dimensional requirements as lot area and width regulations, building height and square foot regulations, yard width and depth regulations; such requirements as off-street parking and loading space, requirements, sign regulations and other similar requirements as specified in the Ordinance, provided such modifications will not be inconsistent with the purpose and intent of such requirements. In granting a variance, the Zoning Board of Appeals shall make findings that a "practical difficulty" has been shown by the applicant by finding that all of the following requirements have been met by the applicant's petition:
 - A. That strict compliance with area, setbacks, frontage, height, bulk, or density would unreasonably prevent the owner from using the property for a permitted purpose, and would thereby render the conformity unnecessarily burdensome for other than financial reasons; and
 - B. That a variance will provide and preserve a substantial property right similar to that possessed by other properties within the same zoning district and in the neighboring area, provided that possible increased financial return shall not of itself be deemed sufficient to warrant a variance; and



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: PEE #25-01 - Alley Vacation: 17 foot-wide alley between 601 W. 12 Mile Road and 28767 Dartmouth Street.

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Community & Economic Development Department has received a request to vacate a 17 ft.-wide improved alley right-of-way located between 601 W. 12 Mile Rd. and 28767 Dartmouth Rd. The alley also provides access to the property at 611 W. 12 Mile Road. All adjacent property owners have signed the petition.

RECOMMENDATION:

Staff Recommendation: Approve resolution with conditions. Refer to staff memorandum.

Planning Commission Recommendation (9/16/25 meeting): Approve with conditions. Refer to staff memorandum.

City Council may, via resolution, approve or deny the requested alley vacation. Alternatively, City Council may postpone action on the item to a date certain.



MEMORANDUM

Date: November 5th, 2025

To: City of Madison Heights City Council [November 10th, 2025 Meeting]

From: Matt Lonnerstater, AICP – City Planner

Subject: Alley Vacation Request # PEE 25-01 – Alley between 601 W. 12 Mile Road and 28767 Dartmouth Road

Please be advised of the following action of the Planning Commission at their September 16th, 2025 meeting:

Motion by Fox, seconded by Graettinger, to recommend that City Council approve alley vacation request PEE #25-01 to vacate a 17 ft.-wide improved public alley between the properties located at 601 W. 12 Mile Rd. and 28767 Dartmouth Rd., in accordance with Section 23-109 of the Madison Heights Code of Ordinances, with the following conditions:

1. A public utility easement shall be dedicated and recorded over the full width of the vacated alley benefitting the City of Madison Heights and utility companies for underground facilities such as water, sanitary sewer, and natural gas lines, and overhead facilities such as power lines and communication infrastructure.
2. Prior to formal approval of the alley vacation, the applicant shall coordinate with Comcast and any other remaining utility companies with facilities in the existing alley regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final City Council action.
3. This approval is tied to the approval of Special Land Use application PSP #25-05. Should PSP #25-05 be denied by City Council, the approval of alley vacation request PEE #25-01, located at 601 W. 12 Mile Rd. and 28767 Dartmouth Rd., will be void.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Graettinger, Commissioner Marsh

Voting Nay: Commissioner Sylvester, Chair Champagne

Motion carries.

A public hearing was held at the October 13th, 2025 City Council meeting and continued to the October 27th, 2025 meeting. However, City Council has not yet taken formal action on the request.

Introduction

The Community & Economic Development Department has received a request to vacate a 17 ft.-wide improved alley right-of-way located between 601 W. 12 Mile Rd. and 28767 Dartmouth Rd. The alley also provides access to the property at 611 W. 12 Mile Road. All adjacent property owners have signed the petition.

The aerial image below depicts the location of the alley.



Project Area and Utilities

The existing alley abuts three (3) properties:

- **601 W. 12 Mile Rd.** is improved with a gas station (zoned B-2, Community Business)
- **28767 Dartmouth Rd.** is improved with a single-family residence and detached garage (Zoned R-3, One-Family Residential)
- **611 W. 12 Mile Rd.** is vacant (zoned B-2, Community Business)

The alley first appears in historic aerial photographs in 1974, as shown on the following page. Based on these photographs, the alley historically only appears to service the commercial property at 611 W. 12 Mile Road (formerly Marinelli's Restaurant).

Historic Aerial Imagery (1974)

An eight-inch (8") water line and a twelve-inch (12") sanitary sewer line are located within the existing alley right-of-way. The Department of Public Services (DPS) has reviewed the vacation request and requests the dedication of an easement. Therefore, if vacated, the City should retain a public utility easement over the full width of the vacated alley.

The alley vacation request has been sent to DTE Energy, Consumers Energy, AT&T, and Comcast for their input and approval. To date, the City has received responses from Consumers Energy, AT&T and DTE who have all indicated that they have facilities located within the easement:

Consumers Energy: Consumers Energy stated that they have underground natural gas facilities located within the alley. However, they do not object to the vacation if a 12-foot-wide easement is dedicated.

AT&T: AT&T does not object as long as a full-width easement is reserved. They have indicated that they have existing facilities within the alley, with the easement also allowing for future fiber projects.

DTE: DTE responded that they have utility equipment in the public alley in the form of overhead telephone poles/wires and does not object to the alley vacation as long as a full width easement is recorded over the vacated alley.

Staff is still awaiting a revised formal response from Comcast, who had the following comments on the previous alley vacation submittal from 2023:

Comcast: Comcast responded that they have aerial facilities within the alley, likely collocated on the DTE Energy overhead poles. Therefore, relocation of comcast facilities, if necessary, would likely be contingent upon the DTE's support of the alley vacation request.

Zoning

Per Section 3.03 of the Zoning Ordinance, whenever any street, alley or other public way within the City of Madison Heights shall be vacated, such street, alley or other public way or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches. If vacated, the northern 8.5 feet of the vacated alley would attach to the gas station property and be zoned B-2, Community Business, while the southern 8.5 feet would attach to the residential property and be zoned R-3, One-Family Residential.

Next Step

Based on the Department of Public Service's comments and utility responses, as well as the Planning Commission's recommendation of approval, planning staff does not object to the requested alley vacation. However, a full-width public utility easement will need to be recorded over the property for public utility installation, maintenance, and operation purposes including, but not limited to, water mains, sewers, conduits, storm drains, electric lines, poles, etc. Further, staff recommends the Planning Commission and City Council act upon Special Land Use case PSP 25-05 prior to taking final action on this alley vacation request, as the need for the alley vacation is directly tied to the applicant's desire to construct a private driveway/parking area on the residential parcel at 28767 Dartmouth. Significant progress towards vesting the commercial redevelopment should take place prior to recording the alley vacation resolution. If the Special Land Use is denied, staff recommends that action on the alley vacation either be postponed or the application be withdrawn.

Per Section 23-109 of the "Streets and Sidewalk and Other Public Places" Ordinance, after the required public hearing (held on October 13th and 27th), City Council may by resolution confirm or reject the alley vacation request. If City Council moves to approve the resolution vacating the alley, staff recommends the following conditions of approval:

1. A public utility easement shall be retained and recorded over the full width of the vacated alley benefitting the City of Madison Heights and utility companies for the purposes of installing, maintaining, repairing, removing or replacing underground facilities such as but not limited to water, sanitary sewer, and natural gas lines, and overhead facilities such as but not limited to power lines and communication infrastructure.
2. The applicant shall coordinate with the Madison Heights Department of Public Services (DPS), Comcast, DTE, Consumers Energy, AT&T, and any other remaining utility companies with facilities in the existing alley regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final recording.
3. The alley vacation shall be conditioned upon the approval of Special Land Use application #PSP 25-05.
4. Substantial progress towards vesting the Special Land Use application #PSP 25-05 shall be made prior to recording the resolution. In regards to this resolution, "substantial progress" shall mean obtaining, at minimum, conditional Engineering Plan approval and depositing with the City the required Site Plan Guarantee Bond. The City Planner is authorized to determine if the applicant has complied with achieving substantial progress on the Special Land Use.
5. The items listed above shall be addressed prior to recording the resolution with the Oakland County Register of Deeds. Within thirty (30) days of the aforementioned conditions being fully satisfied, the City Clerk shall record the resolution and any other required documentation with the Oakland

County Register of Deeds. The resolution vacating the public alley shall only become effective upon being recorded at the Oakland County Register of Deeds.

6. In the case that the aforementioned conditions have not been satisfied within one (1) year of City Council approval of the resolution, the resolution vacating the alley shall be deemed null and void.

ALLEY VACATION [APPROVAL] – PEE #25-01

Motion by Councilor _____,

Supported by Councilor _____,

WHEREAS, a request has been received from Brian Najor of MAD Fuel Holdings, LLC, 601 W. 12 Mile Road, Madison Heights, MI 48071, to vacate the existing 17-foot wide alley adjacent to 601 W. 12 Mile Road (TM# 44-25-14-202-003; Assessors Plat No. 2 Lots 5 thru 11) and 28767 Dartmouth Street (TM# 44-25-14-202-004; Assessors Plat No. 2 Lot 12) and to retain the existing public utility easements therein; and

WHEREAS, City Council requested the Planning Commission to consider and make recommendations to vacate the 17-foot-wide alley; and

WHEREAS, at their September 16th, 2025 regular meeting, the Planning Commission recommended that City Council approve the vacation of the 17-foot-wide alley, with conditions; and

WHEREAS, City Council held a public hearing on October 13th, 2025, which was continued to October 27th, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Madison Heights City Council determines that it is necessary for the health, welfare, comfort, and safety of the people of the City to:

Vacate the 17-foot wide alley adjacent to 601 W. 12 Mile Road (TM# 44-25-14-202-003; Assessors Plat No. 2 Lots 5 thru 11) and 28767 Dartmouth Street (TM# 44-25-14-202-004; Assessors Plat No. 2 Lot 12).

BE IT FURTHER RESOLVED, that the aforementioned public alley is hereby vacated subject to the following conditions:

1. A public utility easement shall be retained and recorded over the full width of the vacated alley benefitting the City of Madison Heights and utility companies for the purposes of installing, maintaining, repairing, removing or replacing underground facilities such as but not limited to water, sanitary sewer, and natural gas lines, and overhead facilities such as but not limited to power lines and communication infrastructure; and
2. The applicant shall coordinate with the Madison Heights Department of Public Services (DPS), Comcast, DTE, Consumers Energy, AT&T, and any other remaining utility companies with facilities in the existing alley regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final recording; and
3. The alley vacation shall be conditioned upon the approval of Special Land Use application #PSP 25-05; and
4. Substantial progress towards vesting the Special Land Use application #PSP 25-05 shall be made prior to recording the resolution. In regards to this resolution, "substantial progress" shall mean obtaining, at minimum, conditional Engineering Plan approval and depositing with the City the required Site Plan Guarantee Bond. The City Planner is authorized to determine if the applicant has complied with achieving substantial progress on the Special Land Use.

BE IT FURTHER RESOLVED, that the conditions listed above shall be complied with prior to recording the resolution with the Oakland County Register of Deeds. Within thirty (30) days of the aforementioned conditions being fully satisfied, the City Clerk shall record a certified copy of said resolution and any other required documentation with the Oakland County Register of Deeds.

BE IT FURTHER RESOLVED, that this resolution vacating the public alley shall only become effective upon being recorded at the Oakland County Register of Deeds.

BE IT FURTHER RESOLVED, that, in the case that the aforementioned conditions have not been satisfied within one (1) year of the date of City Council approval of this resolution, the resolution vacating the alley shall be deemed null and void.

Yeas:

Nays:



City of Madison Heights

Petition to Vacate Public Right of Way or Easement

Petitions to Vacate Public Right of Way or Easement must include the following information:

1. Petition (attached) filled out completely and signed by all applicable parties.
2. Review letters from all utility companies:

City Of Madison Heights

Water Department
Attn: Joe Vitali, Jr., Public Works Supervisor
801 Ajax
Madison Heights, MI 48071
248-589-2294

joevitalijr@madison-heights.org

DTE Energy

Attn: Kimberly A. Tassen, SR/WA, R/W-NAC
Right of Way Facilitator
The Detroit Edison Company
One Energy Plaza, 2016 WCB
Detroit, MI 48226
313-235-4458
313-235-4444 fax
tassenk@dteenergy.com

Consumer's Energy

Attn: John Hill, 3rd Party Project Coordinator
4600 Coolidge Hwy
Royal Oak, MI 48073
248-433-5618
john.hill@cmsenergy.com

AT & T

Attn: Lloyd Reynolds, OSP Engineer
54 North Mill, Box 32
Pontiac, MI 48342
248-456-0882
248-975-4075 fax
ir6232@att.com

Wide Open West

Attn: Frank Binaghi
Construction & Engineering Manager
32650 N. Avis Drive
Madison Heights, MI 48071
248-677-9008
248-677-9021 fax
fbinaghi@wideopenwest.com

Comcast

Attn: Warren Setty, Construction Coordinator
6095 Wall Street
Sterling Heights, MI 48312
586-883-7257
586-883-7406 fax
Warren_Setty@cable.comcast.com

Consumer's Energy

attn: Joseph Funke, System Engineer
4600 Coolidge Hwy
Royal Oak, MI 48073
248-858-4512
joseph.funke@cmsenergy.com

3. 15 copies of a plan (11" x 17") showing existing and proposed adjacent properties, use, structures and easements. Plan should be based on a survey.

PETITION FOR VACATING A PUBLIC STREET, ALLEY AND/OR EASEMENT

To the Honorable,
The Mayor and City Council
Madison Heights, Michigan

Date: 8/14/25

We, the undersigned petitioners, residing at the place set opposite our respective names hereto, being the abutting owners and mortgages of real estate located:

on the west Side(s) of dartmouth Street
located between Twelve Mile Road and Karam Drive
in _____ Subdivision,

and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area, hereby respectfully pray and petition that you vacate the public (Street, Alley, and/or Easement) lying adjacent to Lot(s) Acreage Parcel(s):

25-14-202-003 of _____ Subdivision (if any) and that said parcel become part of the adjoining property, according to law. Provided, however, that if said (street or alley) is now used or may be used for the general public convenience and welfare for sewers, water and gas mains, electrical lines and telephone lines and because said usages are for the benefit of the general public beyond the above described area and because this vacation is primarily for the private benefit of the undersigned petitioners, the City of Madison Heights, as a condition without existence of which this vacation shall be of no effect, reserves to itself for the benefit and welfare of the general public an easement co-extensive with the vacated (street, alley) for the purposes of general public convenience and necessities such as sewers, water and gas mains, and electrical and telephone lines together with the general right of entry for maintenance purposes in regard to such public conveniences and necessities, and we the undersigned, consent to the easement aforesaid on behalf of ourselves, our heirs, administrators and assigns.

211

e-recorded

LIBER 55006 PAGE 702

0214022

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.
Reviewed By: RTN

Oct 16, 2020

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended
ANDREW E. MEISNER, County Treasurer

Not Examined

LIBER 55006 PAGE 702
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
\$1,505.00 TRANSFER TX COMBINED
10/16/2020 06:21:11 PM RECEIPT# 168966
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds



WARRANTY DEED

File No.: MI-20-3945

Drafted by:

Peter Joelson, Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2, Plymouth, MI 48170

When recorded return to:

Title Solutions Agency, LLC, 41486 Wilcox Road Suite 2 Plymouth, MI 48170

THE GRANTOR, Cheryl A. Jamieson f/k/a Cheryl Ann Coldren

Whose address is: 28767 Dartmouth Street Madison Heights, MI 48071

Conveys and Warrants to Brian Najor

Whose address is: ~~28767 Dartmouth Street Madison Heights, MI 48071~~ 600 N Old Woodward Ste 100 Birmingham, MI 48009

Legal Description: City of Madison Heights, County of Oakland, State of Michigan, to wit: 48009
Lot 12, ASSESSOR'S PLAT NO. 2, also vacated South 3 feet of alley lying Northerly of Lot 12 and Southerly of Lots 5 through 11, also that part of vacated alley lying West of Lot 12, according to the plat thereof as recorded in Liber 118 of Plats, Page 13, Oakland County Records.

Tax Parcel No.: 25-14-202-004

Commonly known as: 28767 Dartmouth Street Madison Heights, MI 48071

For the sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$175,000.00)

The Grantor grants to the Grantee the right to make (ALL) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

Page 1 of 2

LIBER 55006 PAGE 703

Attached to and becoming part of the Warranty Deed, on this October 14, 2020, file # MI-20-3945, between Cheryl A. Jamieson FKA Cheryl Ann Coldren, grantor(s) and Brian Najor, grantee(s).

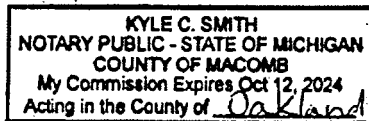
Dated: October 14, 2020

Signed and Sealed:

Cheryl A. Jamieson FKA Cheryl Ann Coldren
Cheryl A. Jamieson FKA Cheryl Ann Coldren

STATE OF Michigan } ss
COUNTY OF Oakland }

On this October 14, 2020, before me personally appeared Cheryl A. Jamieson f/k/a Cheryl Ann Coldren to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.



[Signature], Notary Public
County, Michigan
My Commission Expires: _____
Acting in: _____

OAKLAND COUNTY TREASURER'S CERTIFICATE
This is to certify that there are no delinquent property
taxes as of this date owed to our office on this property.
No representation is made as to the status of any taxes,
tax liens or titles owed to any other entities.

Item 9.

SEP 08 2020

RTN

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 205, 1893 as amended

5.00

181987
LIBER 54798 PAGE 175
\$26.00 DEED - COMBINED
\$4.00 REMUNERATION
09/10/2020 09:41:06 A.M. RECEIPT# 142231
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

WARRANTY DEED
(Statutory Form - Entity)

Know all persons by these presents; that QSL Madison Heights RE, LLC
whose address is 555 Puritan, Birmingham, Michigan 48009

Conveys and warrants(s) to, 611 Madison Property, LLC, a Michigan limited liability company
whose address is 600 North Old Woodward Avenue, Suite 100, Birmingham, MI 48009

Land situated in the City of Madison Heights, County of Oakland, State of Michigan, described as follows:

All that part of a parcel of land in Section 14, Town 1 North, Range 11 East, described as: Beginning at a point on the North line of said Section 14, which is 1644.8 feet West of the Northeast corner of said Section 14; thence South 00 degrees 07 minutes West 425.8 feet; thence West parallel to Section line 474 feet; thence North 00 degrees 07 minutes East 425.9 feet; thence East on North Section line 474 feet to the point of beginning, which lies Southeasterly of a line described as: Beginning at the Northwest corner of Lot 11, Assessor's Plat No. 2, as recorded in Liber 118 of Plats, Page 13, Oakland County Records; thence North 90 degrees 00 minutes 00 seconds West along the North line of said Lot 11 (extended) a distance of 61.47 feet; thence South 02 degrees 42 minutes 20 seconds East a distance of 22.11 feet; thence South 54 degrees 55 minutes West a distance of 268.85 feet; thence South 25 degrees 29 minutes 00 seconds West a distance of 350 feet and a point of ending.

Commonly known as: 611 W 12 Mile Rd, Madison Heights, MI 48071
Parcel I.D. Number: 25-14-202-030 & 25-14-202-031

For the full consideration of -SEE REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT-
Subject to:

- (a) Highway Easement in favor of the Board of County Road Commissioners of the County of Oakland, and terms conditions and provisions contained therein, recorded in Liber 6211, page 216, Oakland County Register of Deeds; and
- (b) Permanent Easement for ingress and egress, and the terms, conditions and provisions contained therein, recorded in Liber 11022, page 588, Oakland County Register of Deeds.

04/3 89/33

OK-AB

Dated: 25 day of August, 2020

REVENUE TO BE AFFIXED
AFTER RECORDING

10:2 PM 3-SEP-2020

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

Page 2 of Warranty Deed between QSL Madison Heights RE, LLC, a ~~Michigan Limited Liability Company~~ (Grantor) and 611 Madison Property, LLC, a Michigan limited liability company (Grantee)

SELLER(S): QSL Madison Heights RE, LLC

By:

Milton Feldberg, Manager

State of Michigan

County of Oakland

On this 25th day of August, 2020, before me personally appeared QSL Madison Heights RE, LLC, by Milton Feldberg, Its Manager, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

NADA MARKOVIC JUDGE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 15, 2023
Acting in the County of Oakland

Nada Markovic Judge
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 6-15-23

Instrument drafted without opinion by:	When recorded return to
Walter Quillico, ESQ. 28470 W. 13 Mile Rd., Suite 325 Farmington Hills, MI 48334	611 Madison Property, LLC 600 North Old Woodward, Ste. 100 Birmingham, MI 48009

TC13-89133

↓
Title Connect LLC
a title insurance agency
28470 W. 13 Mile Rd. Suite 325
Farmington Hills, MI 48334

MEMORANDUM OF LAND CONTRACT

Know all men by these presents that a certain land contract, dated, 1st day of December, 2020, has been executed between Casey Developments, L.L.C., a Michigan Limited Liability Company, as "Seller", whose address is 49649 Red Pine Drive, Macomb, MI 48044

and MAD Fuels Holdings LLC, as "Purchaser(s)", whose address is 600 North Old Woodward Avenue, Suite 100, Birmingham, MI 48009

the following described premises:

Land situated in the City of Madison Heights, County of Oakland, State of Michigan, described as follows:

Lots 5 through 11, inclusive, except the North 7 feet thereof deeded for highway purposes, Assessor's Plat No. 2, according to the plat thereof, as recorded in Liber 118 of Plats, Page 13, Oakland County Records. 25-14-202-003

CKA: 601 W. 12 mile Rd, Madison Heights, MI

48071
The purpose of this instrument is to give notice of the existence of the aforesaid land contract and the rights of the Purchaser(s) thereunder.

IN WITNESS WHEREOF, the Seller(s) and Purchaser(s) have executed this Memorandum of Land Contract on 1st day of December, 2020

SELLER(S). Casey Developments, L.L.C., a Michigan Limited Liability Company

By: *May Najem*
May Najem, Managing Member

STATE OF: MICHIGAN

COUNTY OF: *oakland*

On this 1st day of December, 2020, before me personally appeared Casey Developments, L.L.C., a Michigan Limited Liability Company, by May Najem, Managing Member, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

Deborah M. Hamilton
Notary Public *Deborah M. Hamilton* County *Oakland*
My Commission expires on: *12-11-2024*

DEBORAH M. HAMILTON
Notary Public, State of Michigan
County of Oakland
My Commission Expires Dec. 11, 2024
Acting in the County of *Oakland*

TC13-94566

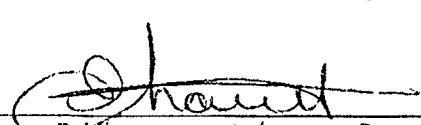
PURCHASER(S): **MAD Fuels Holdings LLC, a Michigan Limited Liability Company**

By: 

Brian Najor, Manager

STATE OF: **MICHIGAN**
COUNTY OF: **OAKLAND**

On this 1st day of **December, 2020**, before me personally appeared **MAD Fuels Holdings LLC, a Michigan Limited Liability Company**, by **Brian Najor, Manager**, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.


Notary-Public **Oakland** County
My Commission expires on: **3-7-2021**

Shannel Konja
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF **Oakland**
My Commission Expires **03/07/2021**
Acting in the County of **Oakland**

Drafted by and without opinion by:	When recorded return to:
Walter Quillico, ESQ 28470 W. 13 Mile Road, Suite 325 Farmington Hills MI 48334	MAD Fuels Holdings LLC 600 North Old Woodward Avenue, Suite 100 Birmingham, MI 48009

TC13-94566



City of Madison Heights

Item 9.

City Hall Municipal Offices
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Department of Public Services
801 Ajax Drive
Madison Heights, MI 48071

Fire Department
31313 Brush Street
Madison Heights, MI 48071

Police Department
280 W. Thirteen Mile Road
Madison Heights, MI 48071

www.madison-heights.org

September 11, 2025

Matt Lonnerstater, AICP
City Planner
City of Madison Heights - Community and Economic Development Department

Regarding the request to vacate the alley which runs west off Dartmouth Street between the properties commonly known as 601 West 12 Mile Road to the north and 28707 Dartmouth Street to the south, the City of Madison Heights Department of Public Services has no objection, subject to the following conditions:

A twelve (12) foot wide easement for the existing water line, and a seventeen (17) foot wide easement for the existing sanitary sewer line must be granted to provide for future access and maintenance. These are in addition to the existing three (3) foot easement recorded in the previous partial alley vacation.

Yours most sincerely,

Sean P. Ballantine
Director of Public Services
City of Madison Heights – Department of Public Services

Area Code (248)		
Active Adult Center.....	545-3464	Finance 583-0846
Assessing	858-0776	Fire Department 583-3605
City Clerk.....	583-0826	43rd District Court 583-1800
City Manager	583-0829	Housing Commission..... 583-0843
Community Development.....	583-0831	Human Resources 583-0828
Department of Public Services.....	589-2294	Library..... 588-7763
		Mayor & City Council 583-0829
		Nature Center 585-0100
		Police Department 585-2100
		Purchasing 837-2602
		Recreation..... 4
		Water & Treasurer 5



RE: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

From WESSON, ANGELA M <ad3245@att.com>
Date Wed 9/10/2025 6:52 AM
To Matt Lonnerstater <MattLonnerstater@madison-heights.org>

Hi Matt,

Sorry this took so long, I just reviewed this and AT&T does not object as long as a full-width easement is reserved.

My records show we have existing facilities, but we also need this ROW protected for our future fiber projects.

Thank you,

Angie Wesson
Right-of-Way Manager
m 248.877.9518 | ad3245@att.com

From: Matt Lonnerstater <MattLonnerstater@madison-heights.org>
Sent: Tuesday, September 9, 2025 2:56 PM
To: WESSON, ANGELA M <ad3245@att.com>
Subject: Re: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Good afternoon, Angela:

Just circling back on this. Any updates?

Thank you!



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>

From: WESSON, ANGELA M <ad3245@att.com>
Sent: Wednesday, September 3, 2025 10:09 AM
To: Matt Lonnerstater <MattLonnerstater@madison-heights.org>
Subject: RE: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Hi Matt,

Item 9.

Thanks for letting me know. I'll double this and let you know if there are any issues...probably by Friday.

Thanks!

Angie Wesson

Right-of-Way Manager

m 248.877.9518 | ad3245@att.com

From: Matt Lonnerstater <MattLonnerstater@madison-heights.org>

Sent: Friday, August 29, 2025 12:52 PM

To: WESSON, ANGELA M <ad3245@att.com>

Subject: Re: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Importance: High

Good afternoon:

I am reaching back out to you regarding this alley vacation request, previously requested in 2023. The project was put on hold, but is now proceeding through City Council for action. Because two years have passed, I am reaching back out to affected utility companies.

Can you please re-affirm that ATT's position has not changed from your last reply dated July 28th, 2023? Thank you

If ATT's position has changed, could you please provide a response letter on behalf of your company/organization stating any objections or concerns relating to the request alley right-of-way vacation

Thank you,



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>

From: WESSON, ANGELA M <ad3245@att.com>

Sent: Friday, July 28, 2023 10:42 AM

To: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

Subject: RE: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Good morning Matt,

AT&T does not object to the alley vacation request, as long as a full-width utility easement is reserved. We currently have facilities installed in the alley and may also need that route in future.

Thank you,

Angie Wesson

Right-of-Way Manager

o 248.456.0361 m 248.877.9518 | ad3245@att.com

From: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

Sent: Monday, June 26, 2023 1:44 PM

To: therese_imachukwu@comcast.com; Shanna.BradleyWilson@cmsenergy.com; WESSON, ANGELA M <ad3245@att.com>; Kimberly.Tassen@dteenergy.com; fbinaghi@wideopenwest.com; Mary.Peters@dteenergy.com; Brian.Kinnick@dteenergy.com

Subject: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Importance: High

Good afternoon:

The City of Madison Heights has received a petition to vacate a public improved alley between 601 W. 12 Mile Road and 28767 Dartmouth St. Please see the map, below, and the attached survey. There are overhead utility lines in and/or adjacent to the alley.



At your earliest convenience, could you please provide a response letter on behalf of your company/organization stating any objections or concerns relating to the request alley right-of-way vacation. The Madison Heights City Council is tentatively scheduled to act upon this petition at the August 14th, 2023 meeting.

Please reach out to me if you should have any questions.

Best,



Matt Lonnerstater, AICP
 City Planner
 City of Madison Heights
MattLonnerstater@Madison-Heights.org
 Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>



RE: [EXTERNAL] Re: Public Alley vacation request response - Madison Heights - Alley between 601 W. 12 Mile Road and 28767 Dartmouth Street

From Mary F Peters <mary.peters@dteenergy.com>
Date Fri 9/12/2025 7:58 AM
To Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

I have no objections. Thanks. 😊

Mary Peters
Regional Planning Supervisor
Southeast Planning & Engineering
Cell: 520-239-6321
Office: 313-235-9578
12080 Dixie | Redford MI 48239



Working with DTE should be easy:

Report a power outage online: www.dteenergy.com
Power Restoration (Primary Schools & Single Line Primary): 313-235-1300
Toll free Customer Service 24 hour hotline: 800-477-4747
Commercial Business customers Call 855-DTE-4BIZ or 855-383-4249
Report Energy Theft: 800-411-6698
Online Tools Assistance: 800-482-8720
New Electric Service Requests: 800.338.0178 (Secondary Customers)
Link to: [DTE Common Documents](#) (Load Sheet & Green Book)
Energy Efficiencies Opportunities: [Energy Savings Opportunities](#)

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From: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>
Sent: Thursday, September 11, 2025 10:42 AM
To: Mary F Peters <mary.peters@dteenergy.com>
Subject: [EXTERNAL] Re: Public Alley vacation request response - Madison Heights - Alley between 601 W. 12 Mile Road and 28767 Dartmouth Street

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Good morning, Mary:

I have emailed and called Kimberly to no avail, unfortunately. Are you able to respond to this request? The City of Madison Heights will be requiring a full width public utility easement to be recorded over the vacated alley, which would allow for DTE access, maintenance, and improvements to existing overhead poles/wires.

Are there DTE objections to this request given that a full-width easement will be required?

Thank you,



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>

From: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

Sent: Tuesday, September 9, 2025 2:55 PM

To: Kimberly A Tassen <kimberly.tassen@dteenergy.com>

Cc: Mary F Peters <mary.peters@dteenergy.com>

Subject: Re: Public Alley vacation request response - Madison Heights - Alley between 601 W. 12 Mile Road and 28767 Dartmouth Street

Good afternoon, Kimberly:

I am just circling back on this to make sure you received my previous email, below. Thank you.



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>

From: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

Sent: Friday, August 29, 2025 1:07 PM

To: Kimberly A Tassen <kimberly.tassen@dteenergy.com>

Cc: Mary F Peters <mary.peters@dteenergy.com>

Subject: Re: Public Alley vacation request response - Madison Heights - Alley between 601 W. 12 Mile Road and 28767 Dartmouth Street

Good afternoon, Kimberly:

I am reaching back out to you regarding this alley vacation request, previously requested in 2023. The project was put on hold, but is now proceeding through City Council for action. Because two years have passed, I am reaching back out to affected utility companies.

Can you please confirm whether or not DTE's position has changed from your last letter dated June 29th, 2023 (attached)? If possible, could you please provide an updated response letter on behalf of DTE stating any objections or concerns relating to the request alley right-of-way vacation

Thank you,



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services>

From: Kimberly A Tassen <kimberly.tassen@dteenergy.com>
Sent: Thursday, June 29, 2023 11:27 AM
To: Matt Lonnerstater <mattlonnerstater@madison-heights.org>
Cc: Mary F Peters <mary.peters@dteenergy.com>
Subject: Public Alley vacation request response

Hi Mr. Lonnerstater:

Please see attached response letter to your public alley vacation request located between 601 W. 12 Mile Road and 28767 Dartmouth Street, Madison Heights.

Thanks,

*Kimberly A. Tassen, SR/WA, R/W-NAC
Right of Way Facilitator*

DTE Electric Company

Office: 313.235.4458

Cell: 586.202.7881

Kimberly.tassen@dteenergy.com

DTE

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RE: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

From Robert F. Marvin <Robert.Marvin@cmsenergy.com>
Date Fri 9/5/2025 11:45 AM
To Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>
Cc Shanna Bradley-Wilson <Shanna.BradleyWilson@cmsenergy.com>

Hi Matt,

We checked again and our position has not changed since 2023. If you have any questions or concerns, please feel free to reach out. Thanks.

Rob

Robert F. Marvin
Senior Attorney
Legal Department

One Energy Plaza
Jackson, MI 49201
O: 517-788-7298
C: 517-914-6167

WORLD CLASS PERFORMANCE DELIVERING HOMETOWN SERVICE



Please consider the environment before printing this email



From: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>
Sent: Friday, August 29, 2025 1:04 PM
To: Robert F. Marvin <Robert.Marvin@cmsenergy.com>
Cc: Shanna Bradley-Wilson <Shanna.BradleyWilson@cmsenergy.com>
Subject: Re: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.
Importance: High

You don't often get email from mattlonnerstater@madison-heights.org. [Learn why this is important](#)

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Remember your security awareness training: Stop, think, and use

Good afternoon:

I am reaching back out to you regarding this alley vacation request, previously requested in 2023. The project was put on hold, but is now proceeding through City Council for action. Because two years have passed, I am reaching back out to affected utility companies.

Can you please re-affirm that Consumers Energy's position has not changed from your last reply dated July 6th, 2023, below?

If Consumers' position has changed, could you please provide a response letter on behalf of your company/organization stating any objections or concerns relating to the request alley right-of-way vacation

Thank you,



Matt Lonnerstater, AICP
City Planner
City of Madison Heights
MattLonnerstater@Madison-Heights.org
Office: (248) 837-2649

<https://www.madison-heights.org/209/Planning-Services> [madison-heights.org]

From: Robert F. Marvin <Robert.Marvin@cmsenergy.com>

Sent: Thursday, July 6, 2023 1:05 PM

To: Matt Lonnerstater <MattLonnerstater@Madison-Heights.org>

Cc: Shanna Bradley-Wilson <Shanna.BradleyWilson@cmsenergy.com>

Subject: City of Madison Heights - Request to Vacate Alley Right-of-Way - Alley between 601 W. 12 Mile Road and 28767 Dartmouth St.

Good afternoon, Matt.

We've had a chance to review this vacation request and we do have underground natural gas facilities located within the alley. However, we don't have an objection to the vacation so long as an easement is reserved for our facilities. For underground gas facilities, we typically request a non-exclusive 12 foot easement (six feet on either side of the centerline of the main). Should you have any questions or concerns, please feel free to contact me.

Thanks.

Rob

Robert F. Marvin
Senior Attorney
Legal Department
One Energy Plaza
Jackson, MI 49201

O: 517-788-7298

C: 517-914-6167

WORLD CLASS PERFORMANCE DELIVERING HOMETOWN SERVICE



Please consider the environment before printing this email



ARTICLE IV. VACATION OF STREETS, ALLEYS, ETC.¹

Sec. 23-109. Streets and alleys—Procedure upon petition of one hundred percent of adjoining property owners.

Whenever the owners of property adjoining a street or alley within the city shall file a petition with the city council asking the council to vacate said street or alley and when said petition is signed by 100 percent of the adjoining owners, the city council may refer the petition to the plan commission for study and report to the council. When said plan commission has filed its report with the council concerning the vacation of said street or alley, the council may by resolution confirm or reject the recommendation contained in such report. In the event the council deems it advisable to vacate said street or alley, it shall adopt a resolution and shall appoint a time not less than four weeks thereafter when the council will meet to hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. If on the date of such hearing no objections are filed, the street or alley or any part thereof may be vacated and the resolution vacating such street, alley or any part thereof adopted.

(Code 1958, § 7-131; Ord. No. 110, § 1, 10-15-58; Ord. No. 233, § 1, 10-14-63)

Sec. 23-110. Same—Procedure upon petition by less than one hundred percent of adjoining property owners or upon council action.

When the petition to vacate is signed by less than 100 percent of the adjoining owners or when the council shall deem it advisable to vacate, discontinue or abolish any street, alley or any part thereof, the council shall by resolution so declare and by said resolution shall refer the proceedings to the plan commission for study and report. The plan commission shall order a public hearing thereon and upon a favorable report to the council advising said vacation the said council shall by resolution appoint a time not less than four weeks thereafter when it will meet and hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. In the event objections to such proposed action shall be filed with the clerk in writing the said street, alley or any part thereof shall not be vacated or discontinued, except by a vote of two-thirds of the members of the council elect.

(Code 1958, § 7-132; Ord. No. 110, § 1, 10-15-58)

Sec. 23-111. Same—Easement may be reserved.

Whenever the city council shall by resolution vacate any street, alley or any part thereof, it may, in the same resolution, reserve an easement therein for public utility purposes with the right-of-way of any such street or alley so vacated.

(Code 1958, § 7-135; Ord. No. 110, § 1, 10-15-58)

¹Charter reference(s)—Specific authority to vacate streets, Ch. 2, § 2.2(d).

Sec. 23-112. Easements; procedure.

Whenever the owners of a majority of frontage of property adjoining and abutting a public easement within the city shall file a petition with the city council asking that said easement be vacated, or in the event it is deemed advisable by the council to vacate any public easement, the city council shall refer the question of the vacating of such easement to the plan commission for study, and hold a public hearing and send a report to the council. Notice of such public hearing shall be sent to all public utilities servicing the city, and to the engineering and public works departments of the city. In the event no objections to the vacation of easement are made by said public utilities, and the vacation is approved by the engineering and public works departments of the city, the plan commission may recommend its approval to the council. The council may thereafter declare by resolution that it is deemed advisable to vacate said public easement and in said resolution shall appoint a time not less than four weeks thereafter when the council will meet and hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. Upon such hearing, if no objections are received, the public easement may be vacated and a resolution vacating such easement may be adopted.

(Code 1958, § 7-133; Ord. No. 162, § 1, 8-8-60)

Sec. 23-113. Recordation with register of deeds effects council resolution.

Upon the resolution of vacation of a street, alley, easement or any part thereof becoming effective the city clerk shall within 30 days, forward to the state treasurer and record with the register of deeds a certified copy of said resolution, together with his certificate giving the name or names of any plat, subdivision or addition affected by such resolution and such resolution shall have no force or effect until so recorded.

(Code 1958, § 7-130; Ord. No. 162, § 2, 8-8-60)

State law reference(s)—Similar provisions as to platted areas, MSA 26.430(256), (257).

Sec. 23-114. Recordation with city clerk; prima facie evidence.

Every resolution discontinuing or vacating any street, alley or any part thereof shall be recorded in a book of street records to be maintained by the city clerk and the records therein shall be prima facie evidence of all matters therein set forth.

(Code 1958, § 7-134; Ord. No. 110, § 1, 10-15-58)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City Council for the City of Madison Heights** will hold a public hearing in the **City Council Chambers of the Municipal Building at 300 W. 13 Mile Road**, Madison Heights, Oakland County, Michigan 48071 on **Monday, October 14th, 2025 at 7:00 p.m.** to consider the following request:

Item 9.

(A) Case # PEE 25-01 – Alley Vacation: 601 W. 12 Mile Road, 611 W. 12 Mile Road, and 28767 Dartmouth Street

REQUEST: The petitioner, Brian Najor, requests that the City of Madison Heights vacate an existing 17-foot-wide improved alley adjacent to 601 W. 12 Mile Road, 611 W. 12 Mile Road, and 28767 Dartmouth Street (respectively TM#s 44-25-14-202-003; 44-25-14-202-030; and 44-25-14-202-004).

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

If you are unable to attend the meeting, you can send your comments via email to: MattLonnerstater@madison-heights.org or by mail to the City of Madison Heights, Michigan, 48071. All comments will be heard at the meeting.

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MADISON HEIGHTS COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT (248) 583-0831



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

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

AGENDA ITEM CONTENT: Director of Public Services - Contract Extension - Italia Construction

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$170,000

FUNDS REQUESTED: \$

FUND: Multiple

EXECUTIVE SUMMARY:

The City utilizes a contractor for its annual sidewalk replacement program, as well as pavement and landscape restoration relating to water and sewer maintenance work. For many years, the lowest qualified bidder for this work has been Italia Construction, of Washington Township. On the heels of another successful construction season, Italia has reached out to the City offering an extension of their current 2025 pricing.

RECOMMENDATION:

Staff recommends that Council approve the extension with Italia Construction, of Washington Township, for the 2026 construction season. Funding is programmed through various activities in the line-item budget.

MEMORANDUM

Item 10.

DATE: November 4, 2025
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Contract Extension – Italia Construction

The City utilizes a contractor for its annual sidewalk replacement program, as well as pavement and landscape restoration relating to water and sewer maintenance work. For many years, the lowest qualified bidder for this work has been Italia Construction, of Washington Township.

Over the years they have been our contractor, Italia has provided quality workmanship, and has maintained a very positive working relationship with the DPS, our engineering firm, and our residents. On the heels of another successful construction season, Italia has reached out to the City offering an extension of their current 2025 pricing.

Considering the ongoing increases in the cost of labor and materials, Staff is highly pleased with this news, and is very supportive of this measure.

The aggregate amount of the contract is directly dependent on the amount and nature of the work performed, and varies year by year. Despite this, it is consistently over the Purchasing threshold for Council approval.

Staff therefore recommends that Council approve the extension with Italia Construction, of Washington Township, for the 2026 construction season. Funding is programmed through various activities in the line-item budget.

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

To whom it may concern;

We, Italia Construction Inc., would like to offer to extend current 2025 pricing for the 2026 construction season. We have been in the city for many years and value our excellent working relationship. We look forward to hopefully working together in the 2026 construction season.

Any questions or concerns please feel free to contact me at any time.

Thank You,



Cosimo Di Cesare
JR.VP.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

PREPARED BY: Harley Mordarski, Assistant to the City Manager

AGENDA ITEM CONTENT: OLSHA Senior Snow Removal Program

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$85,000

FUNDS REQUESTED: \$37,800

FUND: 101-728-818-0000

EXECUTIVE SUMMARY:

On September 30, 2025, the City issued Bid No. 1048 for the ARPA Senior Chore Program, funded through the Oakland Livingston Human Service Agency (OLHSA). The purpose of this bid is to provide snow removal services for low-income senior and disabled residents in the City of Madison Heights as part of the ongoing Senior Home Chore Program. Staff has identified seventy-two (72) residents who meet the eligibility criteria and qualify for these services.

RECOMMENDATION:

Staff recommends that council award the Senior Chore Snow Removal Contract to the lowest responsible bidder, Allen's Landscaping & Lawn Services, LLC, at a unit price of \$35.00 per lot for the 2025-26 snow removal season pending legal review; and to authorize the City to proceed with the next lowest responsible bidder, Luxury Lawn & Snow, at a unit price of \$55.00 per lot, in the event the contract with Allen's Landscaping & Lawn Services, LLC is terminated due to non-performance or other issues.

MEMORANDUM

Date: November 3rd, 2025

To: Melissa Marsh, City Manager

From: Harley Mordarski, Assistant to the City Manager

Subject: ARPA Senior Chore Snow Removal Program

Summary/Background:

In accordance with the City's purchasing policy and federal procurement regulations, the City issued a bid for the ARPA Senior Home Chore Program funded through the Oakland Livingston Human Service Agency (OLHSA). The bid was posted on the Michigan Inter-governmental Trade Network (MITN) at www.mitn.info, and 766 vendors were notified. Of those, 44 vendors downloaded the bid documents, and seven (7) bids were received and opened. Two bids from Winner's Circle Turf & Landscape and Pearls Cleaning LC, were deemed unresponsive for failure to follow submission instructions.

The lowest qualified bidder, Allen's Landscaping & Lawn Services LLC, submitted a rate of \$35 per residence/lot. This is a new partnership for the City, and the company successfully passed the vetting process with excellent references. To date, they have been communicative and eager to begin work.

The program will provide snow removal services for 72 low-income seniors and disabled residents within the City. Services will include up to 15 snow removals when snow accumulation reaches 2 inches or more, as outlined in the project scope. Any service beyond 15 snow events or the \$37,800 allocation will require an extension of the contract, mutually agreed upon by City staff and the service provider.

This snow removal contract will be funded entirely through the Oakland Livingston Human Service Agency (OLHSA) under Fund 101, as part of the County-administered ARPA Senior Home Chore Program. A total of \$37,800 has been allocated for direct snow removal services to qualifying senior and disabled residents, and all expenses under this contract will be fully reimbursed through ARPA funds.

Last year, the City funded the snow removal program using Community Development Block Grant (CDBG) dollars. However, with the possibility of future federal reductions to the CDBG program, staff is proactively identifying ways to preserve these essential services for seniors. To ensure continuity, grant funds administered through OLHSA will be used this year to support and supplement the Home Chore Program. Both ARPA and CDBG programs permit expenditures for home chore activities such as snow removal, and share similar income and age eligibility requirements. Staff will continue to evaluate funding options to maintain this program in future years.

STAFF RECOMMENDATION:

Staff recommends that Council consider the following motion:

To award the OLSHA Senior Home Chore Snow Removal Contract to the lowest responsible bidder, Allen's Landscaping & Lawn Services, LLC, at a unit price of \$35.00 per lot for the 2025-26 snow removal season pending legal review; and to authorize the City to proceed with the next lowest responsible bidder, Luxury Lawn & Snow, at a unit price of \$55.00 per lot, in the event the contract with Allen's Landscaping & Lawn Services, LLC is terminated due to non-performance or other issues.

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY (OLHSA) ARPA SENIOR CHORE PROGRAM

SNOW REMOVAL CONTRACT 2025-26

City of Madison Heights
Municipality

Allen's Landscape & Lawn Services LLC
Service Agency

CONTRACT DURATION:

Beginning Date: November 24th, 2025 Ending Date: April 27th, 2026

This contract shall be effective for 0.5 year(s) from the beginning date, with an option to extend for an additional one year upon written agreement between Service Agency and Municipality, or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

OLHSA SENIOR CHORE PROGRAM Dollar Amount of Contract: \$37,800

SECTION I. AGREEMENT

This contract is made this 11/10/2025, between **Allen's Landscape & Lawn Services LLC**, hereinafter designated as the "Service Agency", having its principal office at **15001 Kercheval Ave #333, Grosse Pointe Park, MI 48230** and the **City of Madison Heights**, hereinafter designated as the "Municipality", having its principal office at **300 W. Thirteen Mile Road, Madison Heights, MI 48071**.

SECTION II. PURPOSE

The purpose of this contract shall be:

Chore services for seniors and disabled residents, consisting of Snow Removal & De-Icing services.

Service Agency shall bill the **Municipality** per work order:

at **\$35.00** per work order, as determined by the **Municipality**.

The Municipality intends to use one funding source for this contract: an ARPA Senior Chore Program grant that was awarded to the City from Oakland Livingston Human Service Agency (OLHSA) by the U.S. Department of Treasury under the American Rescue Plan Act, Assistance Listing 21.027. The limit of service for this contract shall be the cost of up to 15 snow events or \$37,800 in approved billable services during the 2025-26 season.

Residents participating in this program shall receive snow removal/de-icing treatments for up to 15 snow events during the 2025-26 season or up to a combined total of \$37,800. If weather conditions persist and this limit is likely to be reached, services may only continue upon a contract extension that is mutually agreed upon by the service provider and City staff.

The **Municipality** requires snow removal services to be provided to Madison Heights senior citizens and/or disabled residents upon authorization and scheduling initiated by city staff. The authorization and scheduling of snow removal services will be initiated by city staff. Staff will contact the contractor no later than 10:00 am on the day following snowfall to schedule service. Additional service requests may be made to the contractor by city staff, depending on the severity of winter weather events. No snow removal services shall be performed without prior authorization from city staff.

The sizes of driveways vary; however, the majority will be approximately 10' x 90'. The areas to be cleared include: the driveway from the garage to the street, the public sidewalk, the porch, and the service walk to the porch. The method of snow removal may be shoveling, blowing, or brooming. Plowing may be used on fully paved or concrete driveways only.

Upon completion, the property must be left in a neat and orderly condition. This includes ensuring that snow removed from a residence driveway is pushed onto their private property/yard, and not onto their neighbors.

Approximately 72 homeowners will require services for Snow or De-icing per snow service.

Work must be performed between the hours of 8:00 a.m. and 7:00 p.m., unless otherwise authorized by the **Municipality**.

Procedure will be as follows: Snow removal service will be required upon accumulation of 2" of snow or more, and if there is evidence of slippery or icy areas, salt must be spread appropriately at the discretion of the service agency. No further services performed will be compensated for without an extension that is mutually agreed upon by the service provider and the City.

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment

and materials, all of which must be maintained and operate with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

SECTION III. THE SERVICE AGENCY'S RESPONSIBILITIES

The **Service Agency** shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the US Department of the Treasury, the Comptroller General of the United States, and any of their authorized representatives access to financial records pertaining to ARPA Senior Chore Program Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality invoices for services rendered based on actual costs. Invoices must include date of services and service address, not less than monthly.
- C) Provide management and personnel to adequately perform the services prescribed by this agreement.
- D) Be solely responsible for any and all taxes (federal, state and/or local); workers' compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- E) Provide insurance in the kind and amount specified by the City of Madison Heights on the attached "Insurance Requirements" form. The City of Madison Heights shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- F) Not solicit or apply funds from any other source for the services reimbursed under this agreement.

SECTION IV. THE MUNICIPALITY'S RESPONSIBILITIES

The **Municipality** shall:

- A) In consideration of services rendered by the Service Agency, pay a total sum not to exceed the ARPA Senior Chore approved amount of **Thirty-five Dollars & 00 cents (\$35.00) per work order.**
- B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency.

SECTION V. COMPLIANCE

The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

SECTION VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

SECTION VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

SECTION VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify,

pay in behalf of, and hold harmless the Municipality, Oakland County, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.

- G) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.
- H) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375, October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub-grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

SECTION IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION**SERVICE AGENCY****MUNICIPALITY**

Name: Allen's Landscape & Lawn Services LLC

Name: City of Madison Heights

Representative Name: Bernard Allen Jr., Owner

Representative Name: Harley Mordarski, Assistant to
City Manager

Phone #: 313318-2604 Fax:

Phone #: 248-583-0829

Email Address: office@allenslandscapeandlawn.com

Email Address: harleymordarski@madison-heights.org

Address: 15001 Kercheval Ave #300

Address: 300 W. Thirteen Mile

Grosse Pointe Park, MI 48230

Madison Heights, MI 48071

SECTION X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY**MUNICIPALITY**

Name: Allen's Landscape & Lawn Services LLC

Name: City of Madison Heights

Officer Name: Bernard Allen Jr

Officer Name: Roslyn Grafstein

Officer Title: Owner

Officer Title: Mayor

Signature:

Signature:

Witnessed:

Witnessed:

Attachment: Insurance Requirements



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/2025

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: MiLife Wellness Center Provider - Marathon Health

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$133,564

FUNDS REQUESTED: \$133,564

FUND: 101-270

EXECUTIVE SUMMARY:

See attached report.

RECOMMENDATION:

It is recommended that City Council approve the attached Health Services Agreement with Marathon Health, LLC, and authorize the City Manager to execute all necessary documents to continue participation in the regional employee wellness partnership.

TO: Mayor and City Council

FROM: Melissa Marsh, City Manager

DATE: November 5, 2025

SUBJECT: MiLife Health & Wellness Center – Marathon Health Services Agreement

Background

In January 2015, the cities of Madison Heights, Ferndale, and Royal Oak partnered to open the MiLife Health & Wellness Center, located on the lower level of Madison Heights City Hall. The Center was created to provide an alternative, cost-effective primary care option for employees and their dependents, focusing on the Patient-Centered Medical Home (PCMH) model.

Through this collaborative effort, the participating cities—each self-insured—share in the operational costs of the Center, realizing significant savings by reducing the number of traditional insurance claims and eliminating overhead and markup on diagnostic tests and prescriptions. Employees benefit from no deductibles or co-pays for office visits, basic lab work, or generic medications, along with shorter wait times and longer appointment durations (averaging 17 minutes).

Since opening, the Center has maintained strong participation and generated both hard-dollar savings (reduced insurance expenditures) and soft-dollar savings (reduced absenteeism and early detection of chronic conditions). Over the past decade, the Center has averaged a 66.9% utilization rate and saved approximately \$325,000 in direct medical costs to the City, along with substantial additional savings for employees.

New Agreement

The City originally contracted with CareHere to operate the MiLife Health & Wellness Center in 2015. Since that time, the company was acquired by Premise Health. Given this transition—and the fact that it has been ten years since the original service provider selection—the participating cities, now including Oak Park and Hazel Park, evaluated other qualified providers capable of delivering these services.

Marathon Health emerged as the clear choice, having recently entered into a contract with Oakland County and successfully operating several wellness centers across the State of Michigan.

Attached for City Council’s review and approval is a proposed Health Services Agreement between the City of Madison Heights and Marathon Health, LLC. Under this agreement, Marathon Health will assume operation of the MiLife Health & Wellness Center under terms consistent with the existing partnership among Madison Heights, Ferndale, Royal Oak, and Hazel Park.

The new agreement continues to provide advanced primary care, wellness, and disease management services, as well as occupational health programs for employees and their dependents. It also includes flexibility for adding new municipal partners through a joinder process and updates provisions related to performance standards, reporting, and cost-sharing among the participating cities.

Recommendation

It is recommended that City Council approve the attached Health Services Agreement with Marathon Health, LLC, and authorize the City Manager to execute all necessary documents to continue participation in the regional employee wellness partnership.

This renewed collaboration reinforces Madison Heights' commitment to promoting employee health and well-being, reducing long-term healthcare costs, and strengthening a successful intergovernmental partnership that continues to produce measurable results.

HEALTH SERVICES AGREEMENT (Partnership)

THIS HEALTH SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the latest of the signatures below (the “Effective Date”) by and between City of Madison Heights, MI (“Client”), with its principal place of business located at 300 West Thirteen Mile Road, Madison Heights, MI 48071, and Marathon Health, LLC (“Marathon”), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client and Marathon may each be referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

WITNESSETH

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its employees and their spouses/dependents certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Client desires to permit other Joinder Groups (as defined below) the opportunity to access certain preventive, wellness, disease management, health consultation, and/or primary care services offered by Marathon;

WHEREAS, Client desires to retain Marathon to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services to Client and participating Joinder Groups; and

WHEREAS, Marathon wishes to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

ARTICLE I Definitions

- 1.1 “Advanced Primary Care Services” means the primary care, population health and wellness care services described in Exhibit A.
- 1.2 “Anniversary Date” means: (i) in the case where the Start Date occurs on the first day of the month, the date that is the anniversary of the Start Date; or (ii) in the case where the Start Date occurs after the first day of the month, the date that is the first day of the following month to occur after each anniversary of the Start Date. By way of example, if the Start Date is January 15, 2025, the Anniversary Date shall mean February 1, 2026 and each February 1 thereafter.
- 1.3 “Care Provider” means an employee or independent contractor of Marathon who provides Health Services to Patients.
- 1.4 “Collaborating Physician” means a licensed physician who has a collaborative relationship with a nurse practitioner or physician’s assistant as required under the laws of the state in which such nurse practitioner or physician’s assistant is providing services.

- 1.5 “Eligibility File” has the meaning set forth in Section 6.6.
- 1.6 “Health Center(s)” means the Client’s owned or leased location(s) indicated on Exhibit B where Marathon will provide the Health Services described herein.
- 1.7 “Health Services” means the Advanced Primary Care Services and any additional wellness, behavioral health, disease management, health consultation, occupational health and/or primary care services to be provided under this Agreement.
- 1.8 “Implementation Services” means the services described on Exhibit C related to the setup and promotion of the Health Center.
- 1.9 “Joinder” means the joinder agreement attached hereto as Exhibit G by which Joinder Groups can provide Members access to the Health Services.
- 1.10 “Joinder Group” means an employer participating in access to Health Services via separately executed Joinder.
- 1.11 “Marathon Services” means the Health Services and Implementation Services and such other professional or support services necessary for the performance of Marathon’s obligations under this Agreement.
- 1.12 “Member” means an individual eligible to receive the Health Services, as listed in the Eligibility File.
- 1.13 “Patient” means a Member receiving Health Services from Marathon.
- 1.14 “Recurring Service Fees” means the Annual Fee (defined in Exhibit D) and any Optional Service Fees (defined in Exhibit D) payable for the Marathon Services hereunder.
- 1.15 “Support Services” means the account management and information technology platform services provided by Marathon in support of the Health Services, as described in Exhibit A.
- 1.16 “Start Date” means, with respect to each Health Center location described on Exhibit B, the date on which Health Services commence, provided, however, that the Parties may mutually agree to modify such date(s) during the implementation process. Any such modification shall be agreed to in writing. E-mails between Marathon and Client acknowledging the modification of the Start Date shall suffice to bind the Parties.
- 1.17 “Triggering Events” mean a circumstance in which Marathon will recalculate the Fee Share Percentage and redistribute the Monthly Fee and Annual Fee. Triggering Event includes: the termination of a Joinder for any reason, the addition of a Joinder Group to the Agreement, and the Anniversary Date of the Agreement.

ARTICLE II

Services

- 2.1 Advanced Primary Care Services. Commencing on the Start Date(s), Marathon will provide Patients with the Advanced Primary Care Services described on Exhibit A at the location(s) indicated on Exhibit B.
- 2.2 Optional Additional Services. If so elected by Client or a Joinder Group, Marathon will provide the following additional Health Services (the “Optional Services”), subject to the terms and conditions set forth in the Exhibits referenced below:
- [] Exhibit A-1 – LiveBetter (mental health care)
- 2.3 Services Outside of Scope. Health Services that are not described in Exhibit A or elected as an optional additional service under Section 2.2 shall be outside the scope of this Agreement, and Client and Joinder Groups shall instruct Members to seek outside assistance for such matters with an alternate healthcare provider.
- 2.4 Implementation Services.
- (a) Commencing on the Effective Date, Marathon will provide the Implementation Services described on Exhibit C. The Parties will cooperate with each other to facilitate the timely opening of the Health Center(s) and to address any issues that may arise. The Parties will mutually agree to necessary modifications to Marathon’s standard implementation timeline and/or the Start Date on account of reasons beyond either Party’s reasonable control.
- (b) At Client’s and/or Joinder Group’s request, Marathon will obtain copies of medical records from any predecessor employer-sponsored health provider. Client and/or Joinder Group will be solely responsible for the payment of any charges imposed by the predecessor provider for the medical records.
- 2.5 Service Orders and Amendments. Marathon may provide additional services, or the Parties may modify the existing services, by executing a mutually agreed service order, statement of work or an amendment to this Agreement. Service orders, statements of work and amendments will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline and any deliverables. In the event of any conflict between this Agreement and any service order or amendment, the provisions of the service order, statement of work or amendment, as the case may be, will govern.

ARTICLE III

Term

- 3.1 Term. The “Initial Term” of this Agreement shall begin on the Effective Date, and, unless earlier terminated in accordance with Article VII, shall end on the fifth (5th) Anniversary Date. If Marathon is to provide the Marathon Services at more than one Health Center with services occurring on multiple Start Dates, the Initial Term shall end on the fifth Anniversary Date of the latest Start Date to occur. The Initial Term and any Renewal Term(s) shall be the “Term.”

- 3.2 **Renewal Terms.** This Agreement shall automatically renew for additional terms of one (1) year (each a “Renewal Term”), unless either Party terminates this Agreement by delivering written notice to the other Party not less than one hundred (180) days prior to the expiration of the then current term. Failure to provide timely written notice shall indicate a Party’s intent to automatically renew the Agreement at the end of the then current term.

ARTICLE IV

Payment Terms

- 4.1 **Fees.** Marathon will invoice Client for the Implementation Fee as set forth in Exhibit D. Marathon will individually invoice Client and Joinder Groups monthly for Recurring Service Fees as set forth in Exhibit D as well as all other services that Client and Joinder Groups elect to receive (e.g., Optional Additional Services if elected, lab services, pharmaceuticals, customization services). Payment for all invoiced amounts shall be remitted within thirty (30) days of the date of an invoice. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client and/or a Joinder Group within thirty (30) days of the date of the invoice, Client and/or the Joinder Group irrevocably waives its right to later dispute such invoice. A one and one-half percent (1.5%) per month (or the maximum amount permitted by law, whichever is lesser) late fee will be charged for payments on undisputed charges not received when due.
- 4.2 **Non-Payment.** Failure to pay an invoice when due shall constitute a material breach of this Agreement. Marathon reserves the right to terminate this Agreement or a Joinder or suspend services upon such breach by Client or a Joinder Group that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to a non-paying Client or Joinder Group if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client and/or Joinder Group is in breach, such continuance of services will not operate as a waiver of Marathon’s right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 **Tax Obligations.** All fees for services purchased in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client and Joinder Groups agree to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes on Marathon’s income) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client or a Joinder Group in reliance upon an erroneous representation of Client or a Joinder Group as to its tax status, Client’s or Joinder Group’s obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client or a Joinder Group shall obtain and produce such certificate, document or proceeding, at its sole expense.

ARTICLE V

Duties of Marathon; Relationship of the Parties

- 5.1 Management of Health Center. Marathon will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. As part of the Implementation Services, Marathon shall procure any medical equipment necessary to commence Health Services at the Health Center. Should any additional or replacement medical equipment be necessary to operate the Health Center after the Start Date, Marathon will procure such equipment at Client's expense subject to the execution of a written service order authorizing the procurement of such equipment. Provided that Client has satisfied its obligations hereunder, all title to the medical equipment shall be transferred to Client at the expiration or termination of the Agreement. Marathon will procure all medical supplies used to provide the Marathon Services under this Agreement and shall be responsible for disposing of all bio-waste and hazardous materials resulting from operation of the Health Center in compliance with applicable laws. In addition, subject to Section 6.2 below, Marathon will purchase, configure, own and maintain all IT equipment (including telephone and internet connection) necessary for the operation of the Health Center. Notwithstanding the foregoing, Client shall be responsible for any fees associated with early termination of IT services in the event this Agreement is terminated early and Marathon cannot terminate contracts for IT services early without a termination fee. Client shall not be responsible for any fees associated with early termination of IT services if this Agreement is terminated early by Marathon.
- 5.2 Responsibility for Subcontractors; Care Providers.
- (a) Marathon shall be responsible for selecting, contracting with and managing any third party contractors to support the provision of the Marathon Services, all in accordance with the terms of this Agreement. Such third party contractors may include affiliated and non-affiliated third party providers of acute care, pharmacy, physical therapy, after-hours care and other healthcare services and may include other contractors such as analytics, information technology and medical records processing. Marathon shall retain responsibility for any such third party contractors.
 - (b) In addition, Marathon shall employ or subcontract qualified and appropriately licensed or certified (if applicable) staff and Care Providers to provide the Health Services. Marathon shall obtain any licenses and permits required for its employees and subcontractors to perform the Health Services, including visas and work permits required by applicable law. Care Providers shall retain the authority to direct or control their medical decisions, acts or judgments. Notwithstanding any other provision in this Agreement, no Care Provider will be required to provide any service that the Care Provider believes, in the Care Provider's medical judgment, should be provided by another healthcare provider or in another setting.
- 5.3 Independent Contractor. Marathon, and each of its employees and third party contractors, shall at all times remain an independent contractor of Client and Joinder Groups with respect to the services provided under this Agreement. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon shall be solely responsible for the payment of compensation and

provision of benefits to Marathon employees and contractors performing services hereunder. Marathon's employees and contractors are not entitled to receive any employee benefits from Client or a Joinder Group. Neither Client nor Joinder Groups shall be responsible for payment of worker's compensation, disability, unemployment or other similar insurance or for withholding income, taxes or social security for any Marathon employee or contractor.

5.4 Health Center Staffing.

- (a) The Parties agree that the staffing level provided on Exhibit B is adequate to meet the Parties' expectations regarding Patients' utilization of the Health Center as of the Effective Date. Marathon retains the right to adjust staffing as necessary to service actual patient demand. In the event that Patient utilization exceeds Marathon's ability to arrange Health Services at the staffing level set forth on Exhibit B, the Parties shall mutually agree via written amendment to increase Health Center staffing, hours of operation and any costs associated with such modifications.
- (b) Marathon retains exclusive authority as to the hiring and termination of any Care Provider staffed at the Health Center. Marathon will promptly address any reasonable Client concerns regarding a Care Provider's conduct at the Health Center and take appropriate action which may include, at Marathon's sole discretion, termination of the Care Provider if Marathon determines that such action is warranted.
- (c) If a Care Provider is terminated for Good Cause (defined below), then Marathon will assume 100% of the cost of obtaining interim Care Provider services, recruiting a new Care Provider (including any signing bonus), and training a Care Provider (collectively, the "Transition Costs"). If a Care Provider is terminated without Good Cause at any time during the Term in order to satisfy a request of the Client or due to any modification or reduction to the Health Services to be provided (for example, a reduction in operating hours due resulting in the reduction of staff), then Client shall pay to Care Provider the Transition Costs and the cost of the Provider's severance, which may not exceed an amount equal to 90 days' salary. As used in this paragraph (c), "Good Cause" means personal misconduct; suspension or termination of a Care Provider's license to practice; material violation of Client's workplace rules, policies, and procedures; a breach of this Agreement caused by the actions of a Care Provider that has not been cured, mutual agreement by the Parties that a Care Provider is not a good fit for the role; or indictment, charge, conviction, or plea of guilty or nolo contendere for any crime involving fraud, falsehood, dishonesty or moral turpitude, or to a felony.

5.5 Standard of Performance. Marathon will perform its obligations under this Agreement in a professional manner and in compliance with all applicable laws. The Parties agree to the performance guarantees set forth on Exhibit D-1.

5.6 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client, Joinder Group, or Member to provide information necessary to fulfill its obligations as required under this Agreement.

- 5.7 Medical Emergencies. The Health Services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care policy attached hereto as Exhibit F. Marathon reserves the right to modify its policy.
- 5.8 Refusal of Treatment. Certain Patients may refuse to accept procedures or treatment recommended by Care Providers. If a Patient refuses to accept treatment or procedures recommended by Care Providers, then neither the Client, Joinder Groups, Care Providers nor Marathon will have further responsibility to provide or arrange treatment.
- 5.9 Marathon Health Reports. Marathon will provide to Client and Joinder Groups the reports described in Exhibit E. The provision by Marathon to Client and Joinder Groups of the reports listed on Exhibit E is contingent upon Client's and Joinder Groups' delivery to Marathon the medical claims data from Client's and Joinder Groups' applicable health benefit plan(s) as described in Section 6.7 and the Eligibility File as described in Section 6.6. Marathon will provide additional customized reports as requested by Client and/or Joinder Groups, and agreed upon by Marathon, at an additional mutually agreed cost.
- 5.10 Incentive Management. At Client's request, Marathon will manage Client's incentive program through Marathon's patient portal with the ability to track incentive activities. Client is responsible for determining specific incentive program requirements for their Members in conjunction with Marathon's incentive services team. Administration of Client incentive programs using Marathon's default program design parameters is included at no charge, unless otherwise provided in Exhibit D. Custom incentive programs or services requiring additional coordination, staffing or supplies may be subject to additional cost. Compliance with applicable laws with respect to specific program requirements, including the Americans with Disabilities Act, is the responsibility of Client.
- 5.11 Claims Submission.
- (a) Client. For Client, Marathon will submit medical provider claims via Marathon's standard format to up to four (4) health plans administered by one (1) Claims Processor through Marathon's electronic health records system upon request. Client shall direct and obtain agreement from its Claims Processor to receive available claims experience for Patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and Client will direct Claims Processor to cooperate with this requirement. Marathon will submit claims in accordance with Marathon's standard format to up to one (1) Claims Processor designated by Client for up to four (4) health plans. In the event Client desires to use an alternative format for the transmission of Claims to a Claim Processor or Client requests that Marathon submit claims to more than one (1) Claims Processor or for additional health plans, Marathon will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Marathon shall advise Client of any additional costs required to satisfy such requests. In no event shall Marathon be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.
- (b) Joinder Groups. For Joinder Groups, Marathon will submit medical provider claims via Marathon's standard format to up to one (1) health plan administered by one (1) Claims Processor through Marathon's electronic health records system upon request. Joinder Group shall direct and obtain agreement from its Claims Processor to receive available

- claims experience for Patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and Joinder Group will direct Claims Processor to cooperate with this requirement. Marathon will submit claims in accordance with Marathon's standard format to up to one (1) Claims Processor designated by Joinder Group for up to one (1) health plan. In the event Joinder Group desires to use an alternative format for the transmission of Claims to a Claim Processor or Joinder Group requests that Marathon submit claims to more than one (1) Claims Processor or for additional health plans, Marathon will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Marathon shall advise Joinder Group of any additional costs required to satisfy such requests. In no event shall Marathon be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.
- 5.12 Visit Fees. At the request of Client, Marathon will charge Patients and collect payment for non-preventive services at the time of the visit in accordance with details agreed to by the Parties. Any fees collected from Patients will be credited to Client on the invoice for the month immediately following the month in which the fees are collected. If the Marathon Services set forth on Exhibit A include Claims Submission Services, Marathon will submit claims to up to four (4) health plans administered by one Claims Processor for Client and up to one (1) health plan administered by one Claims Processor for Joinder Groups health plan administrative purposes such as crediting patient deductibles for visit fees collected by Marathon on behalf of Client and Joinder Groups. For the avoidance of doubt, if applicable, Client will establish the fair market value for non-preventive services to be charged to Patients.
- 5.13 Member Outreach and Engagement. Marathon shall conduct such Member outreach and marketing communications as it deems reasonably necessary to support the Health Services to be provided under this Agreement by any means of communication permitted under applicable law, including via e-mail, direct mail, portal messages and text message.

ARTICLE VI

Duties of Client

- 6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this Agreement, including the payment of rent (if applicable) and fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, ventilating, heating and air conditioning, security and non-medical furnishings. Any such space must meet Marathon's minimum necessary requirements for the operation of a Health Center and shall be subject to Marathon's approval, which shall not be unreasonably withheld. Marathon will have the right, subject to reasonable rules and regulations adopted by Client, to the use of the common areas located around the Health Center, including but not limited to any common walkways, sidewalks, parking spaces and driveways necessary for access to the Health Center. Client shall provide such janitorial services for the Health Center as may be necessary to maintain a hygienic and welcoming environment for Patients, keep and maintain the non-medical furniture and premises in good working order and make, or cause to be made, all necessary repairs and replacements to the non-medical

furniture and premises and its systems as may be reasonably required to keep the same in good order and state of repair.

- 6.2 Internet Connections. Client will ensure that wired internet services are available to the Health Center that are independent of Client's network, provided that Marathon will be responsible for the costs of such services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities.
- 6.3 Telephone. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the Health Center.
- 6.4 Construction/Renovation. Client will be responsible for the completion of any necessary construction and/or renovation with Client's contractor at least ten (10) business days' prior to the Start Date.
- 6.5 Promotion of Health Services. Client agrees to support Marathon's outreach and engagement efforts by providing Marathon with contact information of the full population appearing on the Eligibility File, including but not limited to the following: email address, phone number, home address, and work address. Client also agrees to adopt Marathon's engagement campaign strategy and process. Without limiting the generality of the foregoing, Client will publicize and provide descriptive information about the Marathon Services, including Marathon's standard communications materials, to all individuals eligible to receive Health Services. To ensure that outreach communications are received by all individuals eligible for Health Services, Client shall comply with Marathon's technology compatibility requirements, which will be communicated in writing by Marathon to Client from time to time. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing or publicizing the Health Services prior to the distribution of such materials for Marathon's approval, which shall not be unreasonably delayed.
- 6.6 Eligibility Files.
- (a) Client will provide to Marathon a list of Members eligible to receive Health Services (the "Eligibility File") as soon as practicable after the Effective Date for review by Marathon's data integration team. Following Marathon review, Client must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Marathon data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Marathon shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation.
 - (b) Client will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties. The Eligibility File will contain the entire population of Members and will adhere to Marathon's content and format specifications set forth in the Marathon Eligibility File Specifications, available on Marathon's contracting resource webpage:

<https://marathon.health/contract-resources/>. In the event Client desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the “eligible on date” indicated in the Eligibility File.

- (c) Joinder Group will provide to Marathon a list of Members eligible to receive Health Services (the “Eligibility File”) as soon as practicable after the Effective Date for review by Marathon’s data integration team. Following Marathon review, Joinder Group must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Marathon data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Marathon shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation. Joinder Group will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties. The Eligibility File will contain the entire population of Members and will adhere to Marathon’s content and format specifications set forth in the Marathon Eligibility File Specifications, available on Marathon’s contracting resource webpage: <https://marathon.health/contract-resources/>. In the event Joinder Group desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the “eligible on date” indicated in the Eligibility File.

- 6.7 Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, Client and Joinder Groups will direct their carrier, third party administrator, or third party vendor for claims data mining (each, a “Claim Processor”) to provide to Marathon medical claims data and pharmaceutical claims data via SFTP for the Members enrolled in Client’s or Joinder Groups’ health plan(s) for the 24 months prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. Claims data is required for Client and Joinder Groups to be eligible for certain performance guarantees, as set forth in Exhibit D-1. In the event such claims data is not provided to Marathon by the Claim Processor, Client and Joinder Groups shall be deemed to have waived the performance guarantees for which the claims data is required. In the event Client or a Joinder Group desires to use an alternative format to transmit the claims data, Marathon will evaluate using such alternative format, including whether additional costs shall apply.

- 6.8 Business Operations/Legal Compliance. By execution of this Agreement or a Joinder, Client and Joinder Groups acknowledge they will be solely responsible for (a) determining the impact, if any, of offering the service to Members upon their business operations, including but not limited to any impact based upon their other benefit plans and (b) ensuring Client’s and the Joinder Group’s compliance with all laws applicable to Client and Joinder Groups, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Americans with Disabilities Act of 1990, as amended, the Internal Revenue Code of 1986, as

amended, and the Consolidated Appropriations Act of 2021. Under no circumstances shall Marathon or any third party contractors be considered to be in a fiduciary, trustee or sponsor relationship with respect to any Client or Joinder Group benefit or health plan.

ARTICLE VII

Termination

7.1 Termination. This Agreement will terminate:

- (a) Following written notice of material breach of this Agreement specifying the nature of the breach, given by the non-defaulting Party; provided, however, that the defaulting Party shall have thirty (30) days from the receipt of such notice in which to cure the material breach; or
- (b) Following thirty (30) days' prior written notice of termination by either Party if the other Party appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or if such other Party files a voluntary petition in U.S. bankruptcy court; or is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for relief of debtors are instituted by or against such Party and are not dismissed within sixty (60) days; or
- (c) For Failure to Launch. If Marathon is unable, due solely to delays on the part of Client, to initiate the Services contemplated herein by six months from the date of signature of the last Party to sign this Agreement, then Marathon may terminate this Agreement and Client will reimburse Marathon for all costs actually expended on behalf of Client. Client may retain all of the equipment and supplies and all other components of the business obtained using such costs.

7.2 Consequences of Termination.

- (a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default. In the event the Agreement is terminated due to Client's material default, including but not limited to nonpayment of undisputed fees, violations of Articles IX or X, or any default by Client that prevents Marathon from providing the Health Services described hereunder, all reasonably undisputed fees and outstanding costs incurred and due to Marathon up through the termination date shall be due and payable upon termination. In the event of such a dispute, the Parties shall address the dispute in a timely manner prior to termination. This obligation shall survive termination of the Agreement. This provision shall not apply in the event Client's material default is non-payment due to non-appropriation of funds.

- (b) Upon termination or expiration of the Agreement for any reason other than Client's or a Joinder Group's default, Client and/or the Joinder Group shall remain liable for all fees and costs payable for services provided by Marathon through the effective date of termination and such liability shall survive the termination or expiration of this Agreement.
- (c) In the event of any termination of any Joinder, the Parties acknowledge that the Agreement shall remain effective as to Client and all other Joinder Groups. In the event of termination of this Agreement, all Joinders shall terminate concurrently with the Agreement unless the Parties mutually agree to assign this Agreement to a Joinder Group.
- (d) Marathon shall maintain Patients' health records beyond termination of this Agreement in accordance with applicable laws. In addition, upon termination of this Agreement, Marathon agrees to provide a one-time file transfer of all eligible health records in Consolidated Clinical Data Architecture (CCDA) format to any successor medical services provider at no additional charge. Should Client or Joinder Group request the transfer of Patient health records in a format other than CCDA, Marathon's standard hourly rates for the professional services necessary to satisfy this request shall apply.

ARTICLE VIII

Confidentiality of Patient Records

- 8.1 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Patients' personal health information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Patient's rights to their individual medical information.
- 8.2 Granting of Access. Marathon will afford access to Patient health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to health records or other personal and confidential information to any individual or to Client except as provided in this Section 8.2.
- 8.3 Compliance Assistance. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in this Article VIII, including as related to the physical access to such space.
- 8.4 HIPAA. Marathon and Client acknowledge that each Party has certain obligations under the HIPAA, and the rules and regulations promulgated thereunder. To satisfy those obligations, the Parties agree to execute the Business Associate Addendum attached to

this Agreement. Joinder Groups shall execute the Business Associate Addendum via Joinder as a condition of accessing the Health Services.

ARTICLE IX

Confidentiality of Business Information

- 9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party. A Party who receives Confidential Information shall, at a minimum, take precautions at least as great as those the receiving Party takes to protect its own most confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants and consultants (“Representatives”) who need to know the information and shall ensure that such Representatives who have access to Confidential Information of the other Party are subject to written confidentiality obligations similar to the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Upon request of the other Party, each Party shall return or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.
- 9.2 Confidential Information. For purposes of this provision, the term “Confidential Information” shall mean any business practices, methods of doing business, or customer information, and shall also include without limitation software programs, technical information, patents, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked “confidential”, or by the nature of the circumstances surrounding disclosure ought to in good faith to be treated as proprietary or confidential, whether the information is disclosed in writing or orally. Confidential Information shall not, however, include information that is governed by the confidentiality provisions of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient’s files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.
- 9.3 Injunctive Relief. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Article IX, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

ARTICLE X

Proprietary Rights

10.1 Trademarks.

- (a) “Client Marks” means those trademarks of Client as Client may notify Marathon in writing to be “Client Marks” within the meaning of this Agreement. “Marathon Marks” means those trademarks of Marathon as Marathon may notify Client in writing to be “Marathon Marks” within the meaning of this Agreement. Client Marks and Marathon Marks are referred to herein, collectively, as “Marks.”
- (b) During the Term, Client hereby grants to Marathon a non-exclusive, non-transferable right to reproduce, publish, perform and display the Client Marks (i) to fulfill its obligations under this Agreement; (ii) on Marathon’s website; and (iii) in Marathon recruiting and benefit materials; and (iv) in connection with trade shows and marketing materials. Marathon will use all such Client Marks in accordance with any usage guidelines provided by Client to Marathon. To the extent that Client may reasonably object to the manner and means in which Marathon uses any of the Client Marks hereunder, Marathon will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, Client grants Marathon the right to use the name of Client on all advertising and marketing by Marathon; such right shall survive the expiration or termination of the Term provided Marathon shall take commercially reasonable measures to promptly remove references to Client.
- (c) During the Term, Marathon hereby grants to Client a non-exclusive, non-transferable right to reproduce, publish, perform and display the Marathon Marks (i) to fulfill its obligations under this Agreement; (ii) on Client’s website; (iii) in Client recruiting and benefit materials; and (iv) in connection with trade shows and marketing materials. Client will use all such Marathon Marks in accordance with any usage guidelines provided by Marathon to Client. To the extent that Marathon may reasonably object to the manner and means in which Client uses any of the Marathon Marks hereunder, Client will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, Marathon grants Client the right to use the name of Marathon on all advertising and marketing by Client; such right shall survive the expiration or termination of the Term provided Client shall take commercially reasonable measures to promptly remove references to Marathon.

10.2 Care Provider Recruitment and Health Care Signage.

- (a) Client expressly permits Marathon to use Client’s name in advertisements to recruit Care Providers or other personnel dedicated for the Marathon Services.
- (b) Client agrees to allow Marathon to use Marathon branded signage and will include the name “Marathon Health” in the name of the Client’s Health Center(s), i.e., “MiLife Health & Wellness Center by Marathon Health” to improve Member awareness about services available at the Health Center. The cost of the initial change in signage is included in the Implementation Fee.

10.3 Licenses.

- (a) License to Access Services; Marathon and Client Materials.
- (i) To the extent a particular Marathon Service (e.g., Marathon's patient portal) is hosted by Marathon, Marathon hereby grants Client, Joinder Groups, and/or the Members, as applicable, the right to access such service as described on Exhibit A commencing on the applicable Start Date.
- (ii) "Marathon Materials" means the Marathon Marks and any proprietary materials provided by or on behalf of Marathon for use by the Client in connection with the services provided hereunder, including but not limited to text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation, or any improvement or upgrade thereto. Marathon hereby grants to Client a nonexclusive right to use, reproduce, display, and distribute the Marathon Materials solely to perform its obligations under this Agreement. As between the parties, Marathon retains all right, title, and interest in and to the Marathon Materials and the Marathon Services (excluding the Client Marks and Client Materials).
- (b) "Client Materials" means the Client Marks and any proprietary materials provided by or on behalf of Client for use by Marathon in connection with the services provided hereunder, including but not limited to text, graphical content, and images, techniques, methods, designs, software, hardware, code, documentation, or any improvement or upgrade thereto. Client hereby grants to Marathon a nonexclusive right to use, reproduce, display, and distribute the Client Materials solely to perform its obligations under this Agreement. As between the parties, Client retains all right, title, and interest in and to the Client Marks and Client Materials.
- (c) Except as explicitly set forth herein, no other rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

ARTICLE XI

Non-Solicitation

- 11.1 Non-Solicitation. Each Party agrees not to, directly or indirectly, solicit the services of and not to employ or engage (in any form, including, but not limited to, as an employee, independent contractor or as a consultant) any employee, independent contractor or consultant of the other Party who participates in any manner in the activities that are the subject of this Agreement during the Term and for a period of two (2) years thereafter. In the event that a Party chooses to employ or engage an employee, independent or consultant of the other Party participating in the provision of the Marathon Services (the "Restricted Person"), the Party employing or engaging a Restricted Person agrees to pay to the other Party, as liquidated damages, a fee equal to one year of the Restricted Person's salary and 100% of the Restricted Person's bonus target for the year in which the Restricted Person is recruited.

ARTICLE XII

Indemnification; Insurance and Liability

- 12.1 Indemnification. Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party, its subsidiaries and affiliated companies, and their respective directors, officers, employees and agents (the “Indemnified Parties”) from and against all claims, causes of action, suits, losses, damages, reasonable attorneys’ fees and costs (collectively referred to in this Article XII as “Liabilities”) that arise directly from or out of any third party claim asserted against any Indemnified Party alleging negligence by the Indemnifying Party or its employees or contractors in the performance of its obligations under this Agreement.
- 12.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:
- (a) Medical malpractice liability coverage with limits of \$5 million per claim and \$5 million aggregate unless a different level of coverage is required to qualify under an applicable state medical malpractice statute and Marathon chooses to qualify under said statute, in which case Marathon will maintain the level of coverage required under said statute.
 - (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate.
 - (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
 - (d) Cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate.
 - (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client’s premises under the standard “Special Form” coverage to its full replacement cost, without depreciation, adjusted yearly.
 - (f) Workers’ compensation and other statutory insurances as required.
- 12.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:
- (a) General liability insurance covering Client’s business operations on the premises in which the Marathon Services will be performed.
 - (b) Property and casualty coverage for all of Client’s real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client’s option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client’s infrastructure and improvements to such space.
 - (c) Other insurances typically maintained within Client’s industry.

- 12.4 Waiver. Notwithstanding any other provisions of this Article XII, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutually waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.
- 12.5 Liability. In no event will either Party be liable to the other Party for indirect, incidental, consequential or punitive damages. Except as expressly set forth herein, the maximum liability of either Party to the other for any breach or violation of this Agreement shall not exceed \$1 million per Client or Joinder Group. Notwithstanding the foregoing, any claim that is appropriately pursued under an applicable professional liability statute shall be pursued under said statute and not under this Agreement and shall be subject to the protections and limitations of said statute, including, without limitation, liability limits. Nothing in this Section 12.5 limits or otherwise supersedes Client's obligations under Section 7.2(a).

ARTICLE XIII

Miscellaneous

- 13.1 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God such as flood, tornado, hurricane or earthquake; war, rebellion, civil disturbances, fires, explosions, and riots; strikes or other labor disputes; or other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 13.2 Authority to Execute Agreement. Client and Marathon each hereby represent, warrant and covenant that: (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any bylaw, charter, regulation, law, or agreement to which such Party is bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.
- 13.3 Entire Agreement. The Parties acknowledge that this Agreement, including any Exhibits, service orders, statements of work and amendments that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. As of the Effective Date, this Agreement supersedes all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.

- 13.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client: City of Madison Heights, MI
300 West Thirteen Mile Road
Madison Heights, MI 48071
248-588-1200
Attn: Melissa Marsh, City Manager

To Marathon: Marathon Health, LLC
802-857-0400
Attn: Jeff Wells, CEO

Via USPS:
P.O. Box 1433
Portsmouth, NH 03802

Via UPS/FedEx:
10 W. Market St., Ste. 2900
Indianapolis, IN 46204

with a copy to: Marathon Health, LLC
legal@marathon-health.com
Attn: General Counsel

- 13.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.
- 13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without application of principles of conflicts of laws. Any dispute arising out of this agreement shall be resolved exclusively by the courts located in Oakland County, Michigan.
- 13.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an authorized signatory of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 13.8 Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.
- 13.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

- 13.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision and shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.
- 13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

CLIENT

Signed: _____
Name: _____
Title: _____
Date: _____

MARATHON HEALTH, LLC

Signed: _____
Name: Chad Ashcraft
Title: Chief Growth Officer
Date: _____

EXHIBIT A

Advanced Primary Care Services and Support Services

I. Advanced Primary Care Services:

Commencing on the applicable Start Date, Marathon shall provide the following Advanced Primary Care Services to Patients:

Primary & Urgent Care	Description
Acute Care Ages 2+	Treatment of minor acute illnesses for Patients ages 2+, including respiratory infections, urinary tract infections, skin infections, wounds, or similar illnesses that are episodic in nature and short in duration. Adult acute care is available via telephonic and video channels, in addition to in-person care. The health services do not include emergency medical services, and the Care Providers will follow Marathon's Emergency Response Care Policy, attached as Exhibit F.
Medical Procedures	To the extent that the procedure is within a Care Provider's scope of practice, various medical procedures that can be done during a Care Provider visit in a Health Center, including pap smear, shave biopsy, simple laceration repair with dermabond/adhesive strips, ear irrigation, skin tag removal, and cryotherapy.
Annual Preventive Visits/Physical Exams 12+	Annual preventive physical examinations including well child checks (12+) with the ordering (or referral) of age-appropriate screenings (e.g., mammography, colonoscopy, and bone density screenings), labs and immunizations. Includes sports/camp physicals for Patients age 5+ but does not include well child exams for ages 5 through 11.
Workplace Injury Triage	<p>OSHA first aid care for minor work injuries to the extent appropriate within the medical judgment of the Care Provider. When necessary, Patients will be redirected to an appropriate facility for continued treatment. Workplace injury services beyond OSHA first aid treatment are not included unless expressly indicated in this Exhibit A.</p> <p>OSHA first aid treatment may include:</p> <ul style="list-style-type: none"> · Using a non-prescription medication at nonprescription strength · Administering tetanus immunizations · Cleaning, flushing or soaking wounds on the surface of the skin · Using wound coverings such as bandages, gauze pads, etc.
Patient Support: FMLA, first treatment of injury and disability forms	Care Providers can complete FMLA, first treatment of injury and disability forms on behalf of patients when the Care Provider is the medically appropriate resource to fill out the form.
Depression & Anxiety Screening	Screening services for depression and anxiety at annual visits or when deemed necessary by the Care Provider. If necessary, Care Provider will provide follow up care or refer the patient to additional resources as needed.

Collaborating Physician	Collaborating physician to mentor the nurse practitioner and physician providers in accordance with applicable state law.
After-Hours Nurse Triage	After-hours nurse triage support for Patients. Patients may contact a nurse after Health Center hours with any acute care concerns. The after-hours nurse will refer the Patients to the most appropriate care for the concerns identified in the call (ER, Urgent Care, or next day appointment).
Value Driven Referrals	Marathon will provide value driven referrals to Patients. Marathon's referral team will conduct same or next-day outreach and work with the Patient to select a referral provider, share records and schedule appointments. Marathon will provide reporting to Client regarding referral volume, loop closure rate, procedure cost saving estimates and specialty visit quality scores.
Specialty Care Consultation	Marathon's Care Providers will have access to virtual consultations with third-party medical specialists for consultation on conditions where the opinion of a specialized medical provider is clinically appropriate. If appropriate, the Care Providers will work with the specialists to create care plans guided by the specialist medical consultants.
Patient Support Call Center	Centralized patient support call center for Patient appointment scheduling, responding to questions, incentive information, service escalations, and other patient support during regular Health Center operating hours.

Lab & Pharmacy	Description
Immunizations	Immunizations including: influenza, Tdap, Hep A (pediatrics & adult), Hep B, pneumonia, Meningococcal conjugate/Men-ACWY, HPV-9 (age 12+), recombinant zoster vaccine (age 50+), COVID-19 vaccines.
Injections	Injections ordered by a Care Provider during a patient visit from Marathon's standard set can be administered in the Health Center. The Health Center may also order long-acting reversible contraceptives such as IUDs and implants as needed.

Labs (External and Internal Orders)	<p>Care Providers may order and conduct lab draws for labs on Marathon's approved formulary, which consists of over 200 approved labs.</p> <p>Care Providers can also conduct lab draws at the Health Center for labs ordered by external providers. The labs must be on the Marathon formulary list and can only be performed with the consent of the Patient. Marathon will ONLY perform the service as a collection site and will not give the Patient results or additional information. Results and additional information must be provided by the external provider requesting the labs. After a Patient receives results and additional information concerning the labs from the external provider requesting the labs, Patients may schedule follow up care with Marathon Care Providers to the extent medically appropriate. Marathon will keep a copy of the lab results in the Patient's health record for any future reference.</p>
Medication Dispensing	Where legally permitted, Marathon will stock a formulary of commonly prescribed generic medications, which Care Providers may dispense to Patients on-site. Marathon and Client may mutually agree to stock non-standard medications at the Health Center.

Optional Lab & Pharmacy	Description
Administration of Allergy Shots 16+	Available for ages 16+.

Integrated Wellness	Description
Self-Assessment Tools	Access to a Health Risk Assessment (HRA) as well as other tools made available via the online portal. Patients can log into the portal to complete the HRA and receive a health summary which is then pushed to Marathon's electronic health records system. Client can choose to turn the HRA on or off depending on their needs.
Health Programs	Various health programs (e.g. educational sessions, multi-session courses, lunch and learns, and/or webinars) will be made available either on-demand via the Member portal or as a live virtual event.
Annual Biometric Screening Events – Outside Health Center	At the request of Client and/or a Joinder Group and for an additional cost, Marathon will arrange for mass biometric screening events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client and/or the Joinder Group. If Client or Joinder Group conducts their screening events at the Health Center during normal Center hours using Health

	Center staff, no additional costs will be charged for staff. Other fees for supplies, travel, etc. may apply. Terms to be mutually agreed in a service order.
Flu Shot Events	At the request of Client and/or a Joinder Group and for an additional cost, Marathon will arrange for mass flu shot events for Members designated as “Local” to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client and/or the Joinder Group. Terms to be mutually agreed in a service order.

Condition Management	Description
Condition Management 12+	Treatment of adults and children 12+ for chronic disease management inclusive of diagnosis, periodic evaluation, ongoing management and coaching, lifestyle management/education, prescription medications and laboratory monitoring.
Diabetes Durable Medical Equipment	Durable medical equipment used for diabetic patients (strips, lancets and meters) kept in stock and provided at the Health Center.

Incentive Programs	Description
Incentive Program Management	Marathon will administer Client’s incentive program at Client’s and/or the Joinder Group’s request. Marathon allows Clients to tailor incentive programs based on standard packages. Incentive programming and available functionality may be adjusted annually by Marathon based on the number of Members eligible to participate in Client’s incentive programs. Based on the total estimated number of Members between the Client and the Joinder Groups, Client and Joinder Groups are currently eligible for Marathon’s silver package of incentive functionality. Upon contract execution, Client and Marathon will enter an annual Statement of Work detailing the elements of the incentive program administered by Marathon. The Statement of Work will be reviewed and affirmed before each subsequent incentive program year starts.

II. Support Services:

Marathon will provide the following administrative and information technology services in support of the Health Services to be provided under this Agreement:

Ignite Technology Platform	Description
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Health Engagement System Technology Platform	<ul style="list-style-type: none"> • Marathon patient portal and mobile application that include self-service scheduling and online appointment management, secure messaging with a patient's care team, electronic medication refill requests, access to a personalized health record (PHR), risk profile, wellness logs, and incentive management. • Ability to conduct acute care and health coaching (if applicable) telephonically and over video interface, accessible from the patient portal and mobile application (subject to applicable state laws) • Electronic Health Record • Ability to import encounter data from carrier to provide historical patient encounter information • Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)
Medical Claims Submission	For Client, Marathon will submit available claims experience to one (1) Claims Processor for up to four (4) health plans through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). For Joinder Groups, Marathon will submit available claims experience to one (1) Claims Processor for up to one (1) health plan through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). Additional costs may apply for custom submissions or submission to additional Claims Processors or to additional health plans.
Client Reporting Dashboard	Marathon will grant a revocable license to up to three (3) users designated by Client and/or Joinder Group to access Marathon's reporting dashboard. The reporting dashboard allows users to view, interact with and analyze Client and/or Joinder Group data.

Account Management and Advisory Services	Description
One Point of Contact	As assigned account manager provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.
Reports	Marathon will deliver the reports described in Exhibit E. In addition, the account manager will conduct monthly reviews with Client and/or Joinder Group to discuss the data presented in the reports.
Annual Reviews	The account manager will provide annual reviews of the Health Services, incorporating Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.

Engagement Planning	The account manager will work with the Client and/or Joinder Group to develop an annual engagement plan for the promotion of the Health Services.
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EXHIBIT A-1
LiveBetter by Marathon Health™
(mental health care)

Marathon offers mental health care designed for patients ages 12 and older through its LiveBetter services. LiveBetter offers a comprehensive suite of psychotherapy services that are integrated with the primary care team, aimed at addressing a wide spectrum of mental health challenges, including:

- Psychotherapy and counseling – providing support for individuals with mild to moderate depression, anxiety and mood disorders, general stress management, post-traumatic stress, disordered eating, grief counseling and intervention for mild substance abuse
- Family and couples therapy
- Wellness and mental health promotion
- Crisis intervention

Delivery Modalities

If elected in writing by Client and/or a Joinder Group, LiveBetter services will be delivered through Marathon's virtual care platform (LiveBetter Virtual).

Provider Qualifications

Marathon's mental health care team comprises highly skilled Masters and Doctoral level clinicians who are licensed and equipped to evaluate, diagnose, and provide therapeutic interventions for challenges such as addiction and mental illness. The team does not prescribe medication and will refer patients to Marathon's primary care team for any medication-related discussions.

Availability

Marathon's LiveBetter services are not designed to include after-hours or emergency mental health support.

If elected, LiveBetter Virtual services are available Monday through Friday, 8am to 5pm in all U.S. time zones.

LiveBetter Fee

If Client or a Joinder Group elects to receive LiveBetter services, the Client and/or Joinder Group shall pay Marathon a \$3.50 per month per each Member (the "LiveBetter Fee"). The LiveBetter Fee shall be invoiced in accordance with Article VI and Exhibit D.

EXHIBIT B
Staffing; Availability

- I. **Madison Heights, MI.** Commencing on or about one hundred twenty (120) days following the Effective Date (“Start Date”) and continuing through the end of the Term, Marathon shall provide the Health Services at Madison Heights, MI to Patients identified as “Local” in the Eligibility File.

- (A) Marathon will provide the Health Services for 40 hours per week, with the weekly operating schedule to be mutually agreed upon by the Parties.

In addition to in-person care, Patients located within the state where this Health Center is located will have the option to schedule appointments for virtual care services via Marathon’s patient portal or by contacting the Health Center. Appointments for virtual care are subject to Care Provider availability during Health Center hours.

- (B) As of the Start Date, the initial staffing of the Health Center will be:

Staffing*	FTE
Nurse Practitioners/Physician Assistants	1.0
Medical Assistants**	1.0

*The Marathon staffing model also assumes that each mid-level practitioner will have a Collaborating Physician who provides medical supervision, consultation, chart review, and quality assurance activities in accordance with state law.

**Upon the mutual written agreement of the Parties, the Medical Assistant position may be filled in whole or in part by a Registered Nurse. Client expressly acknowledges the Annual Fee set forth on Exhibit D have been determined based on Marathon’s commercially reasonable estimate of wages required to recruit a 1.0 FTE Medical Assistant and 1.0 FTE Nurse Practitioner/Physician Assistant for the Health Center. In the event the Health Center is staffed with any staffing makeup other than with a 1.0 FTE Medical Assistant and 1.0 FTE Nurse Practitioner/Physician Assistant, the Annual Fee shall be modified accordingly, and Client shall be responsible for any such change in the Annual Fee.

II. Additional Terms.

- (A) The above Start Date assumes a production-ready Eligibility File is delivered to Marathon in accordance with the time frames specified in Section 6.6 above. Marathon reserves the right to reasonably delay the Start Date to allow sufficient time for implementation if the foregoing conditions are not satisfied.

- (B) Each Health Center shall be closed for Marathon’s company-wide holidays. Marathon currently observes the following eight (8) holidays: New Year’s Day; Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. If any of these holidays falls on a Saturday, the Health Center will be closed on the preceding Friday, and if they fall on a Sunday, the Health Center will be closed on the following Monday. In the event Client wishes the Health Center to remain open during one of these holidays, additional charges will apply.

- (C) Each Health Center may be closed for up to five days per year to allow for professional development days.
- (D) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, PAs and NPs) for normal vacation time when Patient care cannot be covered by other Care Providers at the Health Center or virtually. Appointment schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.
- (E) In the event of an unexpected Care Provider absence (e.g., sickness or personal emergency), the Health Center shall remain open and services shall continue, to the extent possible, by other qualified providers, either in in-person or virtually. Up to five (5) days of such unexpected absences that result in no primary care services being available to the Patients either in-person or virtually shall be allowed per year, per Health Center. If primary care services are unavailable in-person or virtually for more than five (5) days per year through any Health Center, then as Client's sole and exclusive remedy for such lack of availability, Marathon will provide a fee credit commensurate with the number of days (greater than 5) that primary care services are unavailable.

EXHIBIT C

Implementation Services

Commencing on the Effective Date and continuing through the Start Date(s) indicated in Exhibit B (the “Implementation Period”), Marathon shall provide the following Implementation Services to Client:

Standard Implementation Package	Deliverables (exact media to be determined)
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all Marathon and Client implementation team members to provide the foundation and expectations for the implementation process.
Recruitment of Clinical Team	Marathon is responsible for recruiting all Care Provider positions.
Clinical Coverage Plan	Marathon will establish and provide a coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all Care Providers during onboarding and onsite at the Health Center during the go-live week.
Communication Services	Marathon will provide its standard set of outreach and marketing collateral promoting the Health Services prior to launch of services.
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers, phones and iPads.
-IT Set Up	Marathon to provide IT staff for set up for up to 2 days at the Health Center prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon’s implementation teammates will provide up to 3 onsite visits during the implementation process.
-Bi-weekly Implementation Calls	Marathon will conduct bi-weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	As the Client manages an existing Health Center, Marathon will only provide branded decor throughout Health Center as needed.
-Medical Furniture	As the Client manages an existing Health Center, Marathon will only provide exam table(s) and rolling workstation(s) for two exam

	rooms, phlebotomy chair and medical stool(s) as needed.
-Supplies & Maintenance	As the Client manages an existing Health Center, Marathon will only provide office and medical supplies (excluding prescribed medications and vaccines) as needed, at its expense. Marathon will also provide medical waste management.
(Optional) Occupational Health Equipment	<ul style="list-style-type: none"> • Audiometer (OSHA) • Hearing Booth (OSHA testing) • Pulmonary function test equipment • Titmus vision screener • Breath alcohol test equipment (DOT) • Breath alcohol test equipment (non-DOT)
(Optional) Physical Therapy Equipment	<ul style="list-style-type: none"> • PT table • PT basic equipment

EXHIBIT D

Fees and Payment Schedule

I. Summary of Fees

In consideration of the Marathon Services, Client and Joinder Groups will pay the fees summarized below, subject to the additional terms and conditions set forth in this Exhibit.

(i) Implementation Fee

The estimated Implementation Fee is \$105,000. As mutually agreed by the Parties, the estimated Implementation Fee may decrease or increase based on required replacement of equipment, supplies, etc. that are already in Client's possession. Prior to the Start Date, Marathon and Client will meet and confer to finalize the Implementation Fee after the Parties have had an opportunity to evaluate the equipment, supplies, etc. that are already in Client's possession. The final Implementation Fee shall be calculated based on Marathon's pass-through costs for implementation.

Client and Joinder Groups shall each pay for a percentage of the final Implementation Fee. The amount paid by Client and Joinder Groups shall be calculated using the Fee Share Percentage attributed to Client and Joinder Groups in Fee Table 2 below.

(ii) Recurring Service Fees

The Recurring Service Fees payable under this Agreement shall be as follows:

	Year 1		Year 2		Year 3		Year 4		Year 5	
	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee	Monthly Fee	Annual Fee
Health Center Fees	\$54,449	\$653,389	\$56,491	\$677,891	\$58,609	\$703,312	\$60,954	\$731,444	\$63,392	\$760,702

The table set forth above shall be referred to herein as "Fee Table 1".

II. Terms and Conditions

(i) Implementation Fee: The implementation fee set forth above (the "Implementation Fee") is payable for the Implementation Services described in Exhibit C. The Implementation Fee will be invoiced to Client and Joinder Groups on or after the Effective Date and will be payable in accordance with the terms of Section 4.1.

(ii) Annual Fee:

a. Marathon will provide the Health Services as detailed on Exhibit A at the Health Center for the base annual fee set forth in Fee Table 1 (the "Annual Fee").

- b. The Annual Fee is payable in the monthly installments set forth in Fee Table 1 (the “Monthly Fee”) and will be billed for each calendar month that the Health Services are available, with the first month’s payment pro-rated if the Start Date occurs after the first day of the month. The Annual Fee is payable in accordance with the terms of Section 4.1.
- c. Client and Joinder Groups shall each pay for a percentage of the Recurring Service Fees as set forth in Fee Table 2, and Marathon shall invoice Client and each Joinder Group for a percentage of the Monthly Fee. As of the Start Date, the Recurring Service Fees invoiced to Client and each Joinder Group shall be as follows:

	Fee Share %	Year 1		Year 2		Year 3		Year 4		Year 5	
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Ferndale	15%	\$8,122	\$97,459	\$8,426	\$101,114	\$8,742	\$104,906	\$9,092	\$109,102	\$9,456	\$113,466
Madison Heights	20%	\$10,867	\$130,403	\$11,274	\$135,293	\$11,697	\$140,367	\$12,165	\$145,982	\$12,652	\$151,821
Royal Oak	42%	\$22,792	\$273,504	\$23,647	\$283,760	\$24,533	\$294,401	\$25,515	\$306,177	\$26,535	\$318,424
Hazel Park	10%	\$5,376	\$64,515	\$5,578	\$66,935	\$5,787	\$69,445	\$6,019	\$72,222	\$6,259	\$75,111
Oak Park	13%	\$7,292	\$87,507	\$7,566	\$90,789	\$7,849	\$94,194	\$8,163	\$97,961	\$8,490	\$101,880
Total	100%	\$54,449	\$653,389	\$56,491	\$677,891	\$58,609	\$703,312	\$60,954	\$731,444	\$63,392	\$760,702

The table set forth above shall be referred to herein as “Fee Table 2”.

Upon a “Triggering Event”, the Parties agree Marathon shall have the authority to unilaterally, and need not seek Client’s or Joinder Groups’ consent, recalculate and redistribute the Fee Share Percentage, Monthly Fee, and Annual Fee upon the happening of said Triggering Event. The Fee Share Percentage shall equal the number of Members on the Client’s or a Joinder Group’s Eligibility File as of the last month prior to the Triggering Event divided by the sum of the total number of Members with access to the Health Services as listed on the Eligibility File as of either (1) the effective date of the termination or addition of a Joinder Group or (2) the last month prior to the Anniversary Date. The new Monthly Fee and Annual Fee assigned to Client and Joinder Groups will equal the product of (i) the total Monthly Fee and Annual Fee as set forth in Fee Table 1; and (ii) the Client’s and respective Joinder Groups’ Fee Share Percentage.

- d. The Annual Fees set forth above have been determined based on Marathon’s commercially reasonable estimate of wages required to recruit qualified Care Providers in connection with the timely opening of the Health Center(s). If Marathon is required to offer wages that are greater than 10% of its commercially reasonable estimate in order to attract qualified candidates,

Marathon will notify Client, and Marathon and Client negotiate in good faith to amend this Agreement to provide for an increase to the Annual Fee reflecting Marathon's increased wage and benefit costs.

- (iii) Fees for Optional Additional Services. Unless otherwise indicated in the applicable Optional Additional Service exhibit, the Optional Additional Services are included in the Annual Fee set forth above. Optional Additional Services may be subject to separate charges for equipment, supplies and third-party vendor services; any such charges are described in the Exhibit describing the Optional Additional Service.
- (iv) Incentive Management Fee. Marathon's standard incentive management services are included in the Annual Fee for up to 110% of the Member population shown on the initial Eligibility File. Incentive management services may be subject to additional charges if the Member population shown on the first Eligibility File provided to Marathon increases by more than 10%. Marathon's standard incentive management services do not include the verification and processing of forms evidencing preventive or wellness visits by third-party providers; if elected by Client and/or Joinder Group, this service is subject to an additional charge.
- (v) Timing of Invoicing. Marathon will submit its initial invoice on or after the Start Date, with such invoice to include fees payable beginning on the Start Date through the first full month to occur after the Start Date. The Monthly Fee for any part-month during which Marathon provides the Health Services will be pro-rated. Thereafter, Marathon will invoice monthly.
- (vi) Scheduled Annual Fee Adjustment. On each Anniversary Date (or, if there are multiple Start Dates, the Anniversary Date of the earliest Start Date), the Recurring Service Fees set forth above shall automatically increase by the following percentages over the then-current fees: 3.75% in Year 2, 3.75% in Year 3, 4% in Year 4, 4% in Year 5, and 4% in any Renewal Term(s). Upon the written request of a majority of Client and Joinder Groups, the Marathon will reevaluate the scheduled annual fee adjustment set forth in this provision. Client shall submit a written request for reevaluation at least ninety (90) days prior to the Anniversary Date.
- (vii) Laboratory and Pharmaceutical Charges. Laboratory and pharmaceutical charges are not included in the Annual Fee and will be invoiced to Client and Joinder Groups at Marathon's cost.
- (viii) Travel. If Client requests visits or screenings outside of the Health Center, travel costs for Health Center staff and health screeners to visit Patients outside of the Health Center will be invoiced separately. Any such travel must be pre-approved by Client and/or the Joinder Group and costs will be permitted only in accordance with Marathon's travel policy.
- (ix) Postage. All postage for Member communications will be invoiced to Client and/or Joinder Group at cost.

- (x) Other Fees; Custom Services. Marathon's monthly invoices will include charges for any mutually agreed professional services outside of Marathon's standard scope, including any service enhancements or Client or Joinder Group special requests.

III. PERFORMANCE GUARANTEES

Subject to satisfaction of the client requirements set forth in Exhibit D-1, up to ten percent (10%) of the aggregate Recurring Service Fees remitted ("At-Risk Amount") for each 12-month period ending on each Anniversary Date are at risk and subject to Marathon's performance guarantees. In the event additional Joinder Groups join the Agreement after the Start Date or a Joinder terminates following the Start Date, then the Parties agree to amend this Agreement to memorialize revised performance guarantees.

EXHIBIT D-1

Performance Guarantees

At-Risk Amount. Marathon provides performance guarantees based on achievement of key performance metrics covering the optimization of healthcare delivery and overall health of a population. Subject to Client’s and each Joinder Groups’ satisfaction of the client requirements set forth in this Exhibit D-1, up to ten percent (10%) of the total aggregate Annual Fees remitted (“At-Risk Amount”) for each 12-month period preceding the first through fifth Anniversary Dates, for a total of five years (“Year 1”, “Year 2”, “Year 3”, “Year 4”, and “Year 5” respectively, or each, a “Year”) will be “at-risk”.

If a performance metric is not met, Marathon will issue an invoice credit up to the At-Risk Amount to Client and Joinder Groups, allocated as indicated in the table below for each year. Any invoice credit to Client and Joinder Groups will be divided and distributed based on the Fee Share Percentage and Aggregate Annual Fees remitted by the individual Client and Joinder Groups in the applicable Year. By way of example, if Client remits 15% of the Annual Fee in a Year, then Client would receive 15% of the total applicable invoice credit for the applicable At-Risk Amount for that Year.

	At-Risk Amount - Percentage of Annual Fee				
	Year 1	Year 2	Year 3	Year 4	Year 5
Member Engagement	5.00%	3.3%	3.3%	3.3%	3.3%
Patient Satisfaction	5.00%	3.4%	3.4%	3.4%	3.4%
Clinical Quality		3.3%	3.3%	3.3%	3.3%
Total At-Risk	10%	10%	10%	10%	10%

MEMBER ENGAGEMENT

Marathon’s Performance

Following each of Year 1, Year 2, Year 3, Year 4, and Year 5 Marathon will calculate the Member Engagement targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement ¹	Target
Utilization	Unique eligible Members ages 18+ that have used any of the following services in person or via telephonic or virtual means: visit with a medical assistant, nurse,	Numerator: Unique eligible Members ages 18+ with any visit type during the applicable 18-month period	Year 1: 25% Year 2: 28% Year 3: 31% Year 4: 32.5%

	health coach (RD, CDE, RN) (“Health Coach”) or provider (physician, advanced practitioner, physical therapist, behavioral health specialist) (“Provider”).	Denominator: Unique eligible Members ages 18+ with at least 6 months eligibility during the applicable 18-month period and eligible at the end of such period	Year 5: 34%
Provider Engagement	Unique eligible Members ages 18+ that have an appointment with a Health Coach or Provider in person or via telephonic or virtual means (“Appointment”).	Numerator: Unique eligible Members ages 18+ having an Appointment (excluding occupational health visits) Denominator: Unique eligible Members with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	Year 1: 20% Year 2: 22% Year 3: 25% Year 4: 26% Year 5: 27%

¹ Year 1 metrics are calculated based on a 12 month look-back period instead of 18-months.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Member Engagement is 5% of the Annual Fee in Year 1 and 3.3% of the Annual Fee in Year 2, Year 3, Year 4, and Year 5. Client will receive a credit equal to 2.5% of the Annual Fee (i.e., one-half of the At-Risk Amount) for each Member Engagement target it does not achieve in Year 1, and 1.65% of the Annual Fee for each Member Engagement Target it does not achieve in Year 2, Year 3, Year 4, and Year 5.

PATIENT SATISFACTION

Marathon’s Performance

Following each of Year 1, Year 2, Year 3, Year 4, and Year 5 Marathon will calculate the Patient Satisfaction targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement ¹	Target
Net Promoter Score (NPS)	Survey respondents on a scale of 0-10 answering the question – how likely is it that you would recommend Marathon Health to your friends, family or business associates	NPS calculation – minimum sample size of 50 responses	70
Repeat Patient Utilization Rate	Repeat Patient Utilization	Numerator: Unique eligible Patients ages 18+ who had at least two instances of Utilization during the preceding 18-month period	50%

		Denominator: Unique eligible Patients ages 18+ who had at least one instance of Utilization, with at least 6-months eligibility during the applicable 18-month period and eligible at the end of such period	
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¹ Year 1 metrics are calculated based on a 12 month look-back period instead of 18-months.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Patient Satisfaction is 5% of the Annual Fee in Year 1 and 3.4% of the Annual Fee in Year 2, Year 3, Year 4, and Year 5. Client will receive a credit equal to 2.5% of the Annual Fee (i.e., one-half of the At-Risk Amount) for each Member Engagement target it does not achieve in Year 1, and 1.7% of the Annual Fee for each Patient Satisfaction target it does not achieve in Year 2, Year 3, Year 4, and Year 5.

CLINICAL QUALITY

Marathon's Performance

Following Year 1, Year 2, Year 3, Year 4, and Year 5, Marathon will calculate the measurements indicated in the table below for Patients with at least 6 months of eligibility during the applicable calendar year who have had at least one preventive provider visit during such period (note exception for mental health screening which requires a physical or comprehensive health review). Measurements in Year 1 will be used to establish the clinical baseline upon which targets in Year 2, 3, 4, or 5 will be determined. Year 2, Year 3, Year 4, and Year 5 performance will be measured as percentage annual improvements for non-compliant Patients over the preceding year's results. Notwithstanding the foregoing, Marathon will be deemed in compliance with a performance target if it meets the HEDIS 80th percentile for compliance or, where no HEDIS benchmark applies, Marathon will satisfy the performance target if it attains the benchmark indicated in the table below.

The minimum sample size for inclusion of a metric is 50 Patients.

Category	Guidelines	Class	Measurement	Target Years 2-3
Cancer	Breast Cancer Screening (Mammogram)	Adult Preventive Care Guidelines	Measure identifies women 50 through 74 years of age during the reporting period who had a mammogram to screen for breast	5% year over year improvement, up to HEDIS 80 th percentile

			cancer within the past 24 months, with a 3 month grace period	
	Cervical Cancer Screening 21-64	Adult Preventive Care Guidelines	Measure identifies female Patients 21 through 64 years of age who have had a cervical cancer screening – look-back period varies with test type	5% year over year improvement, up to HEDIS 80 th percentile
	Colorectal Cancer Screening	Adult Preventive Care Guidelines	Measure identifies Patients 45 through 75 years of age who received a colorectal cancer screening – look-back period varies with test type	5% year over year improvement, up to HEDIS 80 th percentile
Circulatory	Controlling High Blood Pressure	Hypertension Guidelines	Assesses adults 18-85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90 mm Hg).	5% year over year improvement, up to HEDIS 80 th percentile
Mental Health	Depression in Adults: Screening and Follow-up	Adult Preventive Care Guidelines	Measure identifies Patients 12 years of age and older who have been screened for clinical depression using a standardized depression screening tool, and if positive, a follow-up plan is documented. Only Patients with an annual physical or comprehensive health review are included in this metric.	5% year over year improvement, up to HEDIS 80 th percentile
Diabetes	BP Control in Diabetes (140/90)	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with diabetes whose most recent blood pressure is less than 140/90	5% year over year improvement, up to HEDIS 80 th percentile

	HbA1c Screening	Diabetes Guidelines	Measure identifies Patients 18 years of age and older with diabetes who have had a hemoglobin A1C screening in the past 12 months.	5% year over year improvement, up to HEDIS 80 th percentile
	HbA1c Control <8%	Diabetes Guidelines	Measure identifies Patients 18 years of age or older with diabetes whose most recent hemoglobin A1c value is less than 8%	5% year over year improvement, up to HEDIS 80 th percentile
	Lipid Profile Screening in Diabetes	Diabetes Guidelines	Measure identifies Patients satisfying any of the following criteria: <ul style="list-style-type: none"> • Patients 18 years of age and older with diabetes who had a active statin medication with lipid profile lab result in the past 12 months • Patients 18 to 40 years of age with diabetes who had a lipid profile lab result in the past 5 years • Patients 41 years and older of age and older with diabetes who had a lipid profile lab result anytime in the history 	5% year over year improvement, up to HEDIS 80 th percentile
Tobacco Cessation	Tobacco Cessation Counseling	Adult Preventive Care Guidelines	Measure identifies Patients 18 years of age or older who are identified as current tobacco users and received tobacco cessation counseling or therapy	5% year over year improvement, up to HEDIS 80 th percentile

The Healthcare Effectiveness Data and Information Set (HEDIS®) is a registered trademark of NCQA.

Marathon may update guidelines within the clinical areas above to remain current with evolving care standards.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Clinical Quality is 3.3% of the Annual Fee. Client will receive a credit equal to 0.3% of the Annual Fee (i.e., 1/11th of the At-Risk Amount) for each Clinical Quality target it does not achieve in each of Year 2, Year 3, Year 4, and Year 5.

In the event one or more metrics are not calculated due to insufficient sample size, the At-Risk Amount will be divided by the remaining number of metrics to determine the amount creditable to Client in the event the target is not achieved (e.g., if only 9 metrics are calculated, Client will receive a credit of 1/9th of the At-Risk Amount for each target not achieved, which equates to 0.3667% of the Annual Fee.)

CLIENT REQUIREMENTS

Notwithstanding the above, if the following requirements are not met during a given year, then no fee credit will be due to the Client or any Joinder Groups for such year. Client and each Joinder Group must meet the following requirements for any party to be eligible for a fee credit for such year.

1. To be eligible for any Performance Guarantee:
 - a. Client and Joinder Groups must utilize Marathon branded or co-branded material in the development and execution of Member communications, to the extent provided by Marathon. Client and Joinder Groups will adopt Marathon's outreach and communications strategies to support Member engagement at launch and throughout the Term.
 - b. Client and Joinder Groups must provide Marathon Health with eligibility files as outlined in Section 6.6. Client and Joinder Groups must provide at least one of the following for at least 90% of employee population: home mailing address, email address, or phone number.
2. To be eligible for the Member Engagement and Clinical Quality performance guarantees, a minimum of 40% of the eligible employee population must participate in a biometric screening or obtain an annual physical from a Marathon Care Provider during each contract year. If an outside vendor is utilized for biometric screening, Client and Joinder Groups will ensure that the patient data is provided to Marathon. A minimum of 40% of the eligible employee population must also register with the Marathon member portal within each contract year.

3. To be eligible for the Member Engagement and Patient Satisfaction guarantees, if Client or Joinder Groups require high Health Center fees (>\$50 per visit), limits employee access to the Health Center during work hours, locates the Health Center in a difficult to access location, or has other significant restrictions on Health Center use, then a minimum of 50% of the eligible employee population must have at least one provider visit in the Health Center during each contract year.
4. To be eligible for the Clinical Quality guarantee, the medical claims, pharmacy claims and membership data referred to in Section 6.6 and Section 6.7 of the Agreement must be received as scheduled, as well as for the 24 months prior to the Start Date.

EXHIBIT E

Reports

1. Periodic Reporting

The periodic reports described below will be provided by Marathon and are included in the cost of services. All reports will include aggregated, de-identified data in compliance with applicable state and federal privacy laws. To the extent required by such laws, the content of certain reports may be limited, as determined by Marathon. In addition, certain Client-level data may not be provided by Marathon if the number of individuals enrolled increases the risk of individual identification of patients.

a. Monthly and/or Quarterly Reports

- Monthly and/or Quarterly reports detailing the following:
 - Engagement Trends demonstrating engagement over time and compared to prior period including usage by member type, location, risk level, service type, in-person vs. virtual, etc.
 - Health Center Utilization
 - Appointment detail report demonstrating the number of visits, type of visits and length of visits
 - Lab utilization report demonstrating the type, number and cost of laboratory services provided in the Health Center
 - Drug and immunization utilization report demonstrating the type, number and cost of drugs dispensed at the Health Center
 - Operational stats such as unfulfilled care rate, no-shows, volume by day and hour
- Biometric and Condition Risk Stratification and improvement in biometric results
- Member Satisfaction and Comments including NPS, wait-time, quality etc.

b. Annual Reports

- Annualized view of monthly reporting
- Performance guarantee reconciliation (annual or as applicable)
- Health improvement including reporting on clinical quality measures to demonstrate clinical marker movement across key areas of healthcare
- Top lab visit types and volume

2. Additional Reporting

From time to time, Marathon may include certain additional reporting on return on investment or benchmarking reports in its standard reporting package. Availability of such reports depends on Client's provision of medical and pharmacy claims data not subject to restrictions on use in benchmarking or other comparative purposes.

3. Data Extracts

Upon Client request and subject to the execution of data sharing agreement by Client's vendor, Marathon will provide its standard extract file (which includes, but is not limited to, Demographics,

Biometrics, Appointments, Diagnosis, Drugs, Labs, Lab Results and Incentives) to one (1) third-party vendor designated by Client. Client will encourage its third party vendor to use Marathon's form of data sharing agreement to facilitate timely implementation of this request. Marathon's standard extracts are available on a monthly basis in a generally accepted format to allow for the integration with claims data.

4. Custom Reporting

Marathon will provide additional customized reports if requested by Client and agreed upon by Marathon. Custom reporting requests are subject to an additional charge based on Marathon's standard rates for professional services.

EXHIBIT F
Marathon Emergency Response Care Policy

A Medical Emergency Taking Place Outside the Health Center

If the Health Center or its Care Providers are contacted about a medical emergency that is taking place outside the health center, then the Care Providers should respond as follows:

- Step 1. Confirm that 911 has been called by Client.
- Step 2. Confirm that Client-designated first responders, if any, have been notified.

It is the Care Provider's decision to make whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedics arrive.

Inside the Health Center

If a Patient appears at the Health Center with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), then Care Providers should immediately call 911 and provide Basic Life Support ("BLS") as appropriate until an ambulance and/or paramedics arrive.

Health Center Care Providers may need to triage emergent situations that develop during a Patient visit. If a medical emergency evolves, then Health Center providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedics arrive.

EXHIBIT G

Form of Joinder to Health Services Agreement

THIS JOINDER TO HEALTH SERVICES AGREEMENT (this “Joinder”) is made and entered into as of the date last signed below (the “Joinder Effective Date”) by and among City of Madison Heights, MI (“Client”), with its principal place of business located at 300 West Thirteen Mile Road, Madison Heights, MI 48071; _____ (“Joinder Group”), with its principal place of business located at _____; and Marathon Health, LLC (“Marathon”), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client, Joinder Group, and Marathon may each be referred to in this Joinder as a “Party” and, collectively, as the “Parties”.

WHEREAS, Client and Marathon executed a Health Services Agreement dated _____ (the “Agreement”) whereby Marathon agreed to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services to Client and participating Joinder Groups; and

WHEREAS, Joinder Group desires to furnish to its employees and their spouses/dependents certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Marathon wishes to provide such services to Joinder Group in accordance with the terms of this Agreement;

WHEREAS, Joinder Group agrees to join in, and be bound by, the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client, Joinder Group, and Marathon hereby agree as follows:

ARTICLE I

Definitions

- 1.1 Capitalized terms not defined in this Joinder shall have the meanings ascribed to them in the Agreement.

ARTICLE II

Terms and Conditions

- 2.1 Incorporation of Agreement Terms. Without limiting the general applicability of the Agreement and all exhibits, amendments, statements of work and service orders executed in connection therewith, Joinder Group also specifically agrees to the terms of the following documents, incorporated by reference herein:
- (a) Exhibit A to the Agreement (Advanced Primary Care Services and Support Services)
 - (b) [] If elected by Joinder Group, Exhibit A-1 to the Agreement (LiveBetter by Marathon Health)
 - (c) Exhibit B to the Agreement (Staffing; Availability)

- (d) Exhibit D to the Agreement (Fees and Payment Schedule)
- (e) Exhibit D-1 to the Agreement (Performance Guarantees)
- (f) Exhibit E to the Agreement (Reports)
- (g) Exhibit F to the Agreement (Marathon Emergency Response Care Policy)

- 2.2 Health Services Start Date. Health Services shall commence for Joinder Group's Members on the Start Date.
- 2.3 Conditions. Joinder Group specifically acknowledges it must provide Marathon with eligibility and medical claims data (Article VI to the Agreement) and execute the Business Associate Addendum ("BAA") to the Agreement prior to the commencement of the Health Services.
- 2.4 Term. This Joinder shall be in effect commencing on the Joinder Effective Date and shall run concurrently with the Term of the Agreement as set forth in Article III of the Agreement. The Parties' rights to terminate the Joinder for cause are set forth in Article VII of the Agreement. Notwithstanding anything to the contrary, if the Agreement is terminated, this Joinder shall also terminate as of the effective date of the termination of the Agreement.
- 2.5 Fees. Joinder Group agrees to pay to Marathon the fees set forth in the Fees and Payment Schedule (Exhibit D to the Agreement). Joinder Group acknowledges, as of the Start Date, Joinder Group's Fee Share Percentage: __. Payments to Marathon are due as set forth in Article IV of the Agreement. Notwithstanding anything to the contrary, the Parties acknowledge that Marathon may terminate this Joinder or refrain from providing the Health Services to Joinder Group if Joinder Group fails to make payments as set forth in the Agreement.
- 2.6 Contract Modifications. Joinder Group designates Client as its sole and exclusive agent for the purpose of negotiating with Marathon over changes in services, pricing, benefits provided, and/or other terms and conditions covered or to be covered by the Joinder and incorporated contract documents. Joinder Group shall be notified of contract modifications negotiated and executed by Client.

CLIENT

Signed: _____
 Name: _____
 Title: _____
 Date: _____

MARATHON HEALTH, LLC

Signed: _____
 Name: Chad Ashcraft
 Title: Chief Growth Officer
 Date: _____

JOINDER GROUP

Signed: _____
 Name: _____
 Title: _____
 Date: _____

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this “Addendum”) is entered into by and between City of Madison Heights, MI (“Covered Entity”), with principal offices at 300 West Thirteen Mile Road, Madison Heights, MI 48071 and **MARATHON HEALTH, LLC**, on behalf of itself and its affiliates including Everside Health, LLC (“Business Associate”), with principal offices at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, the Covered Entity and the Business Associate are parties to a separate agreement (the “Underlying Agreement”) and have a business relationship which may involve the use or disclosure of Protected Health Information and Electronic Protected Health Information (collectively, “PHI”); and

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI in compliance the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder, which include the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the “Privacy Standards”); the Security Standards for the Protection of Electronic Protected Health Information (EPHI), 45 C.F.R. Parts 160 and 164 (the “Security Standards”); and the applicable privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) (the “HITECH Act”) (collectively, the “HIPAA Regulations”); and

WHEREAS, the HIPAA Regulations require the Parties to enter into an agreement containing certain requirements with respect to the use and disclosure of PHI and which are contained in this Addendum;

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein and in the Underlying Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS.

- A. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Privacy Standards, Security Standards, HIPAA Regulations or the HITECH Act.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as required by law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any EPHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, as provided for in the Security Rule.

- C. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notice is hereby given that Business Associate may, from time to time, experience unsuccessful security incidents that do not result in unauthorized access to or use of PHI and are associated with ordinary network traffic, including broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. Covered Entity acknowledges that Business Associate has satisfied its obligation to provide notice of the above-described unsuccessful security incidents to Covered Entity.
- D. Following the discovery of a Breach of unsecured PHI, Business Associate shall notify the Covered Entity in writing of such Breach without unreasonable delay and in no event later than fifteen (15) calendar days after the discovery. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.
- E. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- F. Business Associate shall make available PHI in a designated record set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- G. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- H. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Pursuant to this Addendum, Business Associate may use/disclose PHI obtained by Business Associate from Covered Entity as required under the Underlying Agreement, unless such use/disclosure violates the HIPAA Regulations or applicable state privacy laws in which case such use/disclosure is prohibited. Business Associate may, but is not required to, provide data aggregation services relating to the health care operations of the Covered Entity.

- B. Business Associate may use or disclose PHI as required by law.
- C. Business Associate agrees that uses and disclosures of PHI by Business Associate shall be consistent with the requirements of the Privacy Rule.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- F. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as part of its proprietary database. Covered Entity also agrees that the terms of this Addendum restricting the use or disclosure of PHI shall not apply to the use or disclosure of De-Identified Information gathered or created by Business Associate, and that nothing in this Addendum shall impair the proprietary rights of Business Associate with respect to the foregoing database.

OBLIGATIONS OF COVERED ENTITY

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

REQUESTS BY COVERED ENTITY

- A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI pursuant to the provisions of Section III.D. of this Addendum.

TERM AND TERMINATION

- A. This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to

return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. Business Associate authorizes termination of this Addendum by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.

- A. Upon termination of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.
 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section III.D. of this Addendum which applied prior to termination; and
 5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

GENERAL PROVISIONS

- A. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended.
- B. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations. Except to the extent pre-empted by federal law, this Addendum shall be governed by and construed in accordance with the laws of the State of Indiana, without application of principles of conflicts of laws.
- C. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



IN WITNESS WHEREOF, the Parties enter into this Agreement, to become effective as of the later of the date set forth below.

COVERED ENTITY:

**BUSINESS ASSOCIATE:
MARATHON HEALTH, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11/10/25

PREPARED BY: Cheryl Rottmann, Deputy City Manager/City Clerk

AGENDA ITEM CONTENT: Ordinance 2208 - Precinct Boundary and Polling Location Changes, 2nd Reading

AGENDA ITEM SECTION: Ordinances

BUDGETED AMOUNT: \$5,300

FUNDS REQUESTED: \$5,300

FUND: 101-262-729-0000

EXECUTIVE SUMMARY:

Please see attached memo. As suggested at the previous Council meeting, Precinct 7 (currently McCann) and Precinct 5 (Library) have been moved to the Active Adult Center.

RECOMMENDATION:

Staff recommends that City Council adopt Ordinance No. 2208, Amending Precinct Boundary Descriptions, Polling Locations, and Precinct Numbers, on Second Reading.



MEMO

Office of the City Clerk

To: Mayor and City Council
From: Cheryl Rottmann, City Clerk
Date: October 10, 2025
RE: Precinct Boundary and Polling Location Changes

In 2020, the State of Michigan conducted a Decennial Census, followed by the 2022 reapportionment of elected offices, including U.S. House of Representatives, State Senate, State House Representative, and County Commissioner districts. Since that time, both the Michigan Senate and Michigan House district maps have faced legal challenges, resulting in legislative boundary changes that affect the City of Madison Heights.

The revised Michigan House districts took effect in 2024; the new Michigan Senate districts will take effect in 2026. Every voting precinct in Madison Heights has been impacted by these changes. Our new Michigan Senate District is District 10, which will require the Clerk's office to mail updated voter registration cards to all registered voters in the city.

Whenever district boundaries are adjusted, it is appropriate to review precinct boundaries as well. In addition to the boundary changes, there have been legislative updates to Michigan Election Law now allowing precinct size to increase from 2,999 to 4,999 active registered voters due to expanded early voting and no-reason absentee voting.

Looking ahead, the State of Michigan will require local governments to replace election equipment in FY 2027/28 as our current equipment reaches the end of its service life. At this time, there is no State or Federal funding has been allocated for this purchase. Local governments are advised to budget approximately \$15,000 per in-person precincts for new equipment. Consolidating precincts will therefore result in long-term cost savings for the city.

Based on changes in voting patterns, updated legislation, and fiscal considerations, I recommend the following precinct adjustments:

1. Reduce the number of precincts from nine (9) to seven (7), as follows:

- a. Combining Precinct 6 and part of Precinct 8 (east of John R). These two precincts are geographically located next to each other. Voters will vote at John Page Middle School.
 - b. Combining part of Precinct 8 (west of John R) with Precinct 9. Voters will vote at John Page Middle School.
 - c. Combining the northern half of Precinct 2 (north of Eleven Mile Rd.) with Precinct 4. Voters will vote at Wilkinson Middle School.
2. Renumber the precincts, as follows:
- a. Combined Precinct 6 & 8 become Precinct 6
 - b. Combined Precinct 8 & 9 become Precinct 4
 - c. Combined precinct 2 & 4 become Precinct 2.
3. Consolidate voting locations, as follows:
- a. Precinct 5 & 7; voters will vote at the Active Adults Center.
 - b. Precinct 4 & 6; voters will vote at John Page Middle School.

As required by MCL 168.661(3), the Election Commission approved a resolution with the proposed changes at their meeting on November 10, 2025. According to the City Charter, precinct boundary changes also require ordinance adoption. The deadline to submit these updates to the State of Michigan for the August 2026 election is January 6th.

Recommendation:

That City Council adopt Ordinance No. 2208, Amending Precinct Boundary Descriptions, Polling Locations, and Precinct Numbers, on Second Reading. 2025.

City of Madison Heights Precinct Boundaries, Polling Locations and Precinct Numbers

- (a) There is hereby established, in the City of Madison Heights, 7 voting precincts to be used by the electors of the City of Madison Heights for the purpose of casting their ballots at all future elections.
- (b) The following precincts are hereby established and shall be referred to by number, as follows:

Precinct No. 1 shall be the area bounded as follows: **to the north beginning at the intersection of the Chrysler Expressway and Bellaire; thence east along Bellaire to Dartmouth; thence south along Dartmouth to Gardenia;** thence east along Gardenia Avenue to the southwest corner of Beauty Built Manor Subdivision; thence north along the west subdivision line of Beauty Built Manor Subdivision and Steven Heights Subdivision to the northwest corner of Steven Heights Subdivision; thence east along the north subdivision line of Steven Heights Subdivision to Dequindre Road; **to the east by Dequindre Road; to the south by Eleven Mile Road; and to the west Chrysler Expressway** The voting place shall be at the Madison Elementary School located at 27107 Hales Street.

Precinct No. 2 4 shall be the area bounded on the north by Eleven Mile; on the east by Dequindre Road; on the south by Lincoln Avenue; and on the west by **the Chrysler Expressway**. The voting place shall be at the Wilkinson Middle School located at 26524 John R Road.

Precinct No. 3 shall be the area bounded on the north by Lincoln Avenue; on the east by Dequindre Road; on the south by Ten Mile Road; and on the west by the Chrysler Expressway. The voting place shall be at the Wilkinson Middle School located at 26524 John R Road.

Precinct No. 9 4 shall be the area bounded as follows: **to the north beginning at the intersection of Twelve Mile Road and the Chrysler Expressway;** thence east along Twelve Mile Road to Dequindre Road; thence south along Dequindre Road to the northeast corner of the Steven Heights Subdivision; thence west along the north subdivision line of the Steven Heights Subdivision; thence south along the west subdivision line of the Steven Heights Subdivision and the Beauty Built Manor Subdivision to a point on the southwest corner of the Beauty Built Manor Subdivision; thence west along the east-west one-quarter section line of Section 13, Township 1 North Range 11 East along Gardenia Avenue to the centerline of Rialto Street; thence south along Rialto Street to the centerline of Gardenia Avenue; thence west along the centerline of Gardenia Avenue to the centerline of Lorenz Avenue; thence north along Lorenz Avenue to the center of Gardenia Avenue; thence west along Gardenia Avenue to **centerline of Dartmouth; thence north along Dartmouth to the centerline of Bellaire; thence west along Bellaire to the Chrysler Expressway; thence**

north to the point of the beginning. The voting place shall be at the **John Page Middle School located at 29615 Tawas St.**

Precinct No. 5 shall be the area bounded as follows: Beginning as the intersection of the Chrysler Expressway and Fourteen Mile; thence east along Fourteen Mile to Dequindre; thence south along Dequindre to Thirteen Mile; thence west along Thirteen Mile to John R Road; thence south along John R Road to Twelve Mile; thence west along Twelve Mile to the Chrysler Expressway; thence north along the Chrysler Expressway to the point of beginning. The voting place shall be at the ~~Madison Heights Public Library~~ **Active Adult Center located at 240 260 West Thirteen Mile Road.**

Precinct No. 6 shall be the area bounded on the north by Thirteen Mile Road; on the east by Dequindre Road; on the south by **Twelve Mile Road; and on the west by John R Road** The voting place shall be **at the John Page Middle School located at 29615 Tawas St.**

Precinct No. 7 shall be the area bounded as follows: Beginning at the intersection of Twelve Mile Road and Campbell Road; thence north along Campbell Road to the southwest corner of parcel 25-02-101-043 also being the corporation line between the City of Madison Heights and the City of Royal Oak; thence east along the southerly boundary of parcel 25-02-101-043 to the southeast corner of parcel 25-02-101-043 also being the corporation line between the City of Madison Heights and the City of Royal Oak; thence north along the west line of the Mally's Industrial Subdivision No. 2 which is the east boundary line of parcel 25-02-101-043, parcel 25-02-101-059, and parcel 25-02-101-058 also being the corporation line between the City of Madison Heights and the City of Royal Oak to the northeast corner of parcel 25-02-101-058; thence west along the north boundary line of parcel 25-02-101-058 and parcel 25-02-101-052 which is also the corporation line between the City of Madison Heights and the City of Royal Oak to the northwest corner of parcel 25-02-101-052 also being the centerline of Campbell Road; thence north along Campbell Road to Fourteen Mile Road; thence east along Fourteen Mile Road to the Chrysler Expressway; thence south along the Chrysler Expressway to Twelve Mile Road; thence west along Twelve Mile Road to the point of beginning. The voting place shall be at the ~~James S. McCann Administration Building located at 31201 Dorchester.~~ **Madison Heights Active Adult Center located at 260 W. Thirteen Mile Road.**

ORDINANCE NO. 2208

AN ORDINANCE TO AMEND ORDINANCE 571, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW CODE OF ORDINANCES FOR THE CITY OF MADISON HEIGHTS BY AMENDING CHAPTER 10, SECTION 10-1, OF THE CODE OF ORDINANCES, CITY OF MADISON HEIGHTS, MICHIGAN, TO APPROVE PRECINCT BOUNDARY DESCRIPTIONS, POLLING LOCATIONS, AND PRECINCT NUMBERS FOR THE CITY OF MADISON HEIGHTS

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

That Chapter 10, Section 10-1 of the Code of Ordinance, City of Madison Heights, Michigan, is hereby repealed in its entirety and replace as follows:

Sec. 10-1. Precincts established; numbers, boundaries.

- (a) There is hereby established, in the City of Madison Heights, 7 voting precincts to be used by the electors of the City of Madison Heights for the purpose of casting their ballots at all future elections.
- (b) The following precincts are hereby established and shall be referred to by number, as follows:

Precinct No. 1 shall be the area bounded as follows: to the north beginning at the intersection of the Chrysler Expressway and Bellaire; thence east along Bellaire to Dartmouth; thence south along Dartmouth to Gardenia; thence east along Gardenia Avenue to the southwest corner of Beauty Built Manor Subdivision; thence north along the west subdivision line of Beauty Built Manor Subdivision and Steven Heights Subdivision to the northwest corner of Steven Heights Subdivision; thence east along the north subdivision line of Steven Heights Subdivision to Dequindre Road; to the east by Dequindre Road; to the south by Eleven Mile Road; and to the west Chrysler Expressway The voting place shall be at the Madison Elementary School located at 27107 Hales Street.

Precinct No. 2 4 shall be the area bounded on the north by Eleven Mile; on the east by Dequindre Road; on the south by Lincoln Avenue; and on the west by the Chrysler Expressway. The voting place shall be at the Wilkinson Middle School located at 26524 John R Road.

Precinct No. 3 shall be the area bounded on the north by Lincoln Avenue; on the east by Dequindre Road; on the south by Ten Mile Road; and on the west by the Chrysler Expressway. The voting place shall be at the Wilkinson Middle School located at 26524 John R Road.

Precinct No. 94 shall be the area bounded as follows: to the north beginning at the intersection of Twelve Mile Road and the Chrysler Expressway; thence east along Twelve Mile Road to Dequindre Road; thence south along Dequindre Road to the northeast corner of the Steven Heights Subdivision; thence west along the north subdivision line of the Steven Heights Subdivision; thence south along the west subdivision line of the Steven Heights Subdivision and the Beauty Built Manor Subdivision to a point on the southwest corner of the Beauty Built Manor Subdivision; thence west along the east-west one-quarter section line of Section 13, Township 1 North Range 11 East along Gardenia Avenue to the centerline of Rialto Street; thence south along Rialto Street to the centerline of Gardenia Avenue; thence west along the centerline of Gardenia Avenue to the centerline of Lorenz Avenue; thence north along Lorenz Avenue to the center of Gardenia Avenue; thence west along Gardenia Avenue to centerline of Dartmouth; thence north along Dartmouth to the centerline of Bellaire; thence west along Bellaire to the Chrysler Expressway; thence north to the point of the beginning. The voting place shall be at the John Page Middle School located at 29615 Tawas St.

Precinct No. 5 shall be the area bounded as follows: Beginning as the intersection of the Chrysler Expressway and Fourteen Mile; thence east along Fourteen Mile to Dequindre; thence south along Dequindre to Thirteen Mile; thence west along Thirteen Mile to John R Road; thence south along John R Road to Twelve Mile; thence west along Twelve Mile to the Chrysler Expressway; thence north along the Chrysler Expressway to the point of beginning. The voting place shall be at the Madison Heights Active Adult Center located at 260 West Thirteen Mile Road.

Precinct No. 6 shall be the area bounded on the north by Thirteen Mile Road; on the east by Dequindre Road; on the south by Twelve Mile Road; and on the west by John R Road. The voting place shall be at the John Page Middle School located at 29615 Tawas St.

Precinct No. 7 shall be the area bounded as follows: Beginning at the intersection of Twelve Mile Road and Campbell Road; thence north along Campbell Road to the southwest corner of parcel 25-02-101-043 also being the corporation line between the City of Madison Heights and the City of Royal Oak; thence east along the southerly boundary of parcel 25-02-101-043 to the southeast corner of parcel 25-02-101-043 also being the corporation line between the City of Madison Heights and the City of Royal Oak; thence north along the west line of the Mally's Industrial Subdivision No. 2 which is the east boundary line of parcel 25-02-101-043, parcel 25-02-101-059, and parcel 25-02-101-058 also being the corporation line between the City of Madison Heights and the City of Royal Oak to the northeast corner of parcel 25-02-101-058; thence west along the north boundary line of parcel 25-02-101-058 and parcel 25-02-101-052 which is also the corporation line between the City of Madison Heights and the City

of Royal Oak to the northwest corner of parcel 25-02-101-052 also being the centerline of Campbell Road; thence north along Campbell Road to Fourteen Mile Road; thence east along Fourteen Mile Road to the Chrysler Expressway; thence south along the Chrysler Expressway to Twelve Mile Road; thence west along Twelve Mile Road to the point of beginning. The voting place shall be at the Madison Heights Active Adult Center located at 260 W Thirteen Mile Road.

Section 2. Repealer.

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5. Effective Date.

This Ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

Section 6. Inspection.

A copy of this ordinance may be inspected or purchased at the City Clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days.

, Mayor

Cheryl E. Rottmann, City Clerk

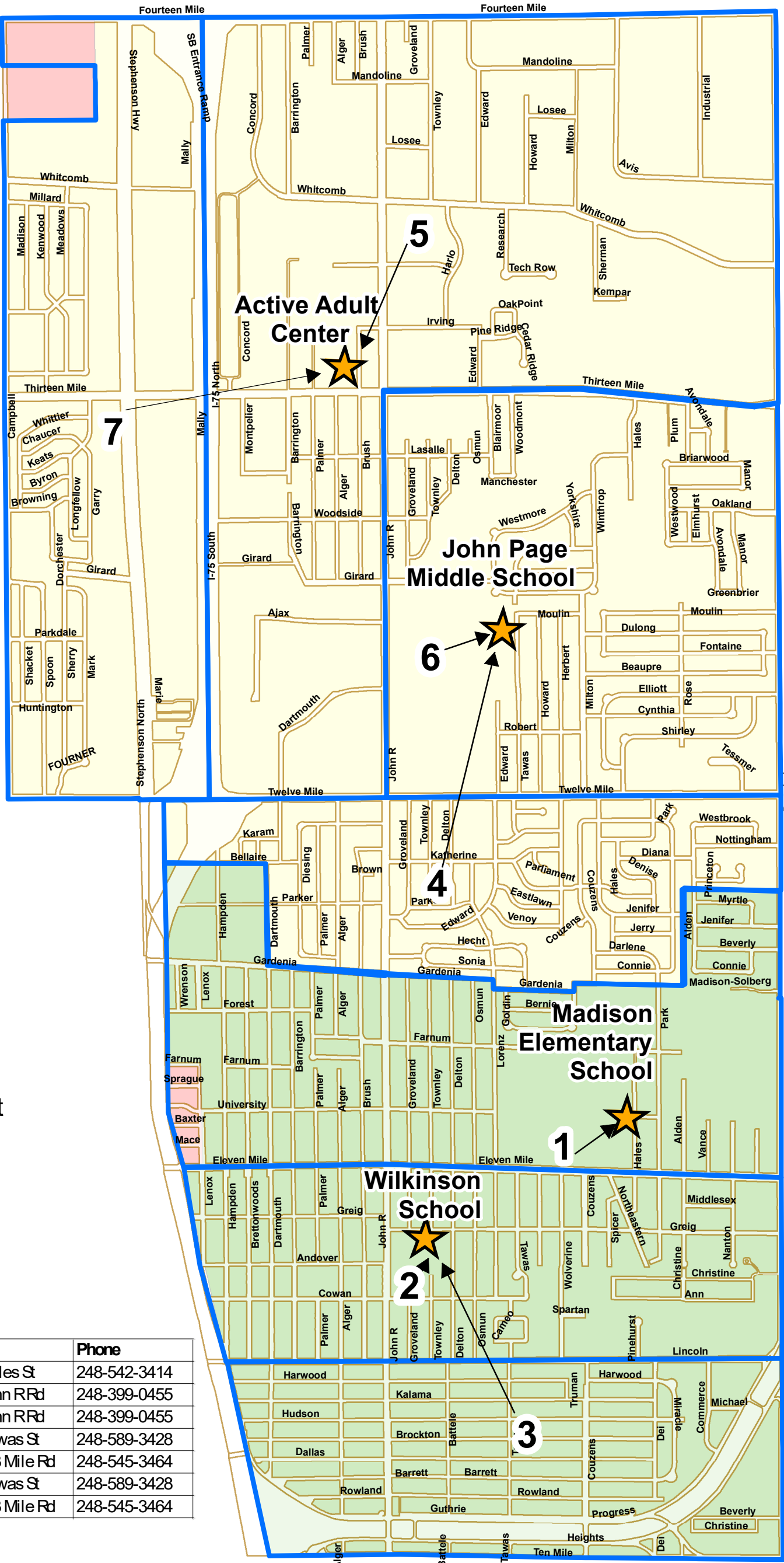
CERTIFICATION:

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

Cheryl E. Rottmann, City Clerk



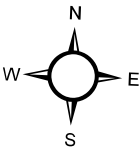
Madison Heights - Voting Precincts



Effective as of
August 4, 2026

- Voting Precinct
- Voting Location
- Royal Oak School District
- Lamphere School District
- Madison School District

VotingPrecinct	Location	Address	Phone
1	Madison Elementary School	27107 Hales St	248-542-3414
2	Wilkinson School	26524 John RRd	248-399-0455
3	Wilkinson School	26524 John RRd	248-399-0455
4	John Page Middle School	29615 Tawas St	248-589-3428
5	Active Adult Center	260 W. 13 Mile Rd	248-545-3464
6	John Page Middle School	29615 Tawas St	248-589-3428
7	Active Adult Center	260 W. 13 Mile Rd	248-545-3464



1 inch = 1,542 feet