



**CITY OF MADISON HEIGHTS**  
**FIRE STATION 1 TRAINING ROOM - 31313 BRUSH STREET**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**JUNE 27, 2022 AT 7:30 PM**

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**CALL TO ORDER**

**ROLL CALL**

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

**APPROVAL OF THE AGENDA:**

1. Additions/Deletions **Reports - #11TA between Supervisors and Assistants Union**  
**PRESENTATIONS:** **#12 TA between TPOAM and MH**  
**#13 TA between DPS Field Union TPOAM and MH**

**PUBLIC HEARINGS:**

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

**MEETING OPEN TO THE PUBLIC:**

**COMMUNICATIONS:**

2. Crystal Fox - Resignation from the Environmental Citizens Committee

**REPORTS:**

3. Finance Director - FY 2022 Budget Amendments and FY 2023 Carryforwards  
4. City Attorney - Resolution Opening Marihuana Application Period

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

5. City Manager - Parcel Redevelopment Program  
6. Purchasing Director - Council Chambers Broadcast Equipment Improvements for Civic Center Complex Project

**ORDINANCES:**

7. City Attorney - Ordinance 2183 - 2021 Property Maintenance Code - Second Reading  
8. City Attorney - Ordinance 2186 - 2021 International Fire Code - Second Reading

**UNFINISHED BUSINESS:**

**MINUTES:**

9. Regular City Council Minutes of June 13, 2022  
10. Special City Council Meeting Minutes of June 20, 2022

**EXECUTIVE SESSION:**

**ADJOURNMENT**

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: [clerks@madison-heights.org](mailto:clerks@madison-heights.org)

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

DATE: June 21, 2022

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, June 27, 2022

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The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, June 27, 2022.

### **COMMUNICATIONS:**

#### **RESIGNATION FROM THE ENVIRONMENTAL CITIZENS COMMITTEE - FOX**

City Council is recommended to accepted the resignation of Crystal Fox from the Environmental Citizens Committee and declare her seat expiring on February 28, 2024 as vacant.

### **REPORTS:**

#### **AMENDMENTS TO THE FY 2022 BUDGET AND CARRYFORWARDS TO FY 2023**

The State of Michigan's Budget Law requires that City Council approve any budget amendments. Therefore, the budget amendments are submitted to ensure that the FY 2022 and 2023 Budgets comply with state law.

Staff and I recommend that Council approve the proposed Budget Amendments and appropriate the funds as presented.

#### **RESOLUTION OPENING MARIHUANA APPLICATION PERIOD**

On June 13, 2022, the City Council of the City of Madison Heights adopted ordinance 2181 adopting a new Code of Ordinances by amending Article XVI, Chapter 7, Section 7-308 of the City's Code of Ordinances, to amend scoring criteria for Medical Marihuana Facilities and Co-Located Adult-Use Marihuana Establishments, to protect the public health, safety and welfare. Section 7-406(b) allows Council by resolution to establish application periods for any available licenses under this ordinance.

Therefore staff recommended approval of this resolution that opens the application period for any available Medical Marihuana Facilities and Co-Located Adult-Use Marihuana Establishments licenses until August 12, 2022 at 11:00 a.m. Applications shall be required in electronic format via flash drive or USB only providing triplicate data storage devices with fees of \$500 per license type applied for being paid at the time the application is submitted; fees may be waived based upon prior applications for same legal entity and principal owners. Applications received after August 12, 2022 at 11:00 a.m. will not be accepted. Incomplete applications will not be considered.

**PURCHASES:****PARCEL REDEVELOPMENT PROGRAM**

In 2018 the City began working with Oakland County for a Tax Foreclosure Redevelopment program. This program has generated redevelopment of 16 properties in the City before being temporary deferred due to the pandemic. In 2022 this program has been restarted, therefore the City issued an RFP for developers including minimum guaranteed investment, average investment, administrative fees, timelines for completion and plan for disposition of vacant properties. We received three responses to this RFP with the best and most complete offer being from HP Snap Investments. HP Snap Investments has participated in the City's program the previous two cycles with very positive results. They included a minimum guaranteed investment of \$50,000 and a minimum average investment of \$60,000 for houses included on the foreclosure list. This program has been a positive for the City, neighborhoods where these houses are located and home owners. Homes are required to be sold to home occupants with a deed restriction of five (5) years.

In accordance with MCL 211.78M(1), the City received statutory first right of refusal to purchase the properties that were tax foreclosed by Oakland County Circuit Court on February 16, 2022, and by the Oakland County Treasurer under Public Act 123 of 1999, as amended. This year the City has seven parcels on this foreclosure list with a redemption period that ended March 31, 2022.

In order to implement this program, two actions are necessary.

First, based on the proposal submitted in response to this year's RFP, and the proven track record during the past two rounds of the parcel redevelopment program, staff and I recommend awarding the Parcel Redevelopment program to HP Snap Investment for the purchased properties with an option to extend next year if tax foreclosure properties are available, pending final legal review of the contract and authorizing the City Manager to sign all related documents

Second, authorize the City to purchase from Oakland County the following parcels for the minimum bid which includes delinquent taxes, interest and fees along with any maintenance cost incurred by the Oakland County Treasurer's Office and to sell these parcels to HP Snap in accordance with the Parcel Redevelopment Program.

**COUNCIL CHAMBERS BROADCAST EQUIPMENT IMPROVEMENTS FOR CIVIC CENTER COMPLEX PROJECT**

As part of the Civic Center Complex Construction Project, Council Chambers is being relocated. This necessitates a transfer of some of the existing broadcast sound equipment and also provides the opportunity to upgrade select audio visual equipment in order to provide improved audio visual capabilities in our new facility.

Advanced Lighting and Sound (ALS) has serviced the existing broadcast equipment for many years, including the overhaul which occurred in 2015. ALS has provided the City with diagnostic information and recommendations to our equipment, have provided on call and remote technical assistance throughout the years, and they are intimately familiar with the entire system, making ALS the most qualified to perform this work during the construction and relocation. They assisted the Partners in Architecture and staff in evaluating the best possible approach to moving the existing equipment and installation of new audio visual equipment where appropriate. The panel discussed the City's needs and intention to use as much existing equipment as possible, but to form a realistic plan to upgrade components where possible. Some of the upgrades include two sixty-five inch LED monitors, new processors and a touch screen controller.

ALS has provided a quote to include all of the needed equipment for this transfer including parts and labor to remove the existing equipment and relocate to the new Council Chambers control room. As noted in their overview, the pricing does not include moving the cable drops for WOW or Comcast.

Staff and I respectfully request that City Council approve a contract with Advanced Lighting and Sound for this project in the amount of \$18,797 as being in the best interest of the City.

ORDINANCE NO. 2183 2021 PROPERTY MAINTENANCE CODE-SECOND  
READING

The ICC Property Maintenance Code is the Code followed to inspect and maintain all our existing structures and property in the City.

Legal Counsel has reviewed the Ordinance and recommends the amendment to adopt the ICC Property Maintenance Code, 2021 Edition, on the second reading.

ORDINANCE NO. 2186 2021 INTERNATIONAL FIRE CODE – SECOND READING

The City's Code of Ordinances incorporates by reference the International Fire Code for establishing the standards for regulating and governing the safeguarding of life and property from fire and explosive hazards. The International Fire Code is routinely updated every few years and this amendment updates referencing to the most recently published standards.

Legal Counsel has reviewed the Ordinance and recommends City Council adopted Ordinance 2186, 2021 edition of the International Fire Code, on second reading.

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: Melissa Marsh, City Manager

SUBMITTED BY: Cheryl E. Rottmann, City Clerk DATE: 06/20/22

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/27/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	<input checked="" type="checkbox"/>	ORDINANCE - SECOND	_____
REPORT	_____	UNFINISHED BUSINESS	_____

**DESCRIPTION OF ITEM**

Crystal Fox - Resignation from Environmental Citizens Committee

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

Crystal Fox has submitted her resignation from the Environmental Citizens Committee. Staff recommends Council accept the resignation and declare the seat vacant.

**FINANCIAL IMPACT**

No Impact	<input checked="" type="checkbox"/>	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	_____	Budget Amount	_____
Second Account Number	_____	Revenue Generated	_____
Amount Available in 2 <sup>nd</sup> Acct.	_____		
Other Comments	_____		

**REVIEW CHECKLIST**

DEPARTMENT Cheryl E. Rottmann, City Clerk DATE 06/20/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R. Marsh, City Manager DATE 06/21/22

**Cheryl Rottmann**

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**From:** Melissa Marsh  
**Sent:** Monday, June 20, 2022 4:34 PM  
**To:** Cheryl Rottmann  
**Subject:** FW: Change of Residency, Resignation

**From:** Crystal Fox [<mailto:crystalafax@gmail.com>]  
**Sent:** Monday, June 20, 2022 4:02 PM  
**To:** Melissa Marsh  
**Cc:** Sean Ballantine; Emily Rohrbach; [jenniferwbartleman@gmail.com](mailto:jenniferwbartleman@gmail.com); [nickolefox@gmail.com](mailto:nickolefox@gmail.com); [coreenporter@gmail.com](mailto:coreenporter@gmail.com); Annette Boucher; Daniel Lee; Heather Haines  
**Subject:** Change of Residency, Resignation

ECC members, (sorry if i missed a few)

As many of you know, I've been in the process of selling my house and finding another. Unfortunately it was really difficult to find a house within Madison Heights, and so my new place is not in the city. The upside is I found a new home in the most nonsensical way and it's nothing like I've had before so I'm excited for this new experience!

Fortunately for us The Bloom Project has amazing members and so they will have no trouble picking up where we left off, and furthering our goals toward community education and a more environmentally conscious city. So though I'm really sad to go, I feel really positive about what the future holds for you all and for Madison Heights! I will get with everyone I need to in order to make sure you guys transition without any trouble.

Thank you for letting me be a part of this team, and thank you for the friendships and memories made! It has been an incredible, life-changing experience. And who knows I'll probably end up back here again, I tend to somehow always make it back to Madison Heights!

(please be sure not to 'reply-all')

With love and gratitude,

Crystal Fox

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: Melissa R. Marsh, City Manager

SUBMITTED BY: Linda A. Kunath, Finance Director/Treasurer DATE: 06/21/2022

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/27/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____✓_____	OLD BUSINESS	_____

**DESCRIPTION OF ITEM**

Amendments to the FY 2021-22 Budget and Carryforwards to Amend the FY 2022-23 Budget.

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

The State of Michigan's Budget Law requires that any budget amendments be approved by City Council. The budget amendments are submitted to ensure that the FY 2021-22 and FY 2022-23 Budgets are in compliance with state law. If the City Council concurs with the recommended amendments, the Council should approve the implementation of these amendments and appropriate the necessary funds.

**FINANCIAL IMPACT**

No Impact	_____	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	_____		
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 <sup>nd</sup> Acct.	_____	Revenue Generated	_____
Other Comments	_____		

**REVIEW CHECKLIST**

DEPARTMENT Linda A. Kunath, Finance Director/Treasurer DATE 06/21/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R. Marsh, City Manager DATE \_\_\_\_\_



**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22		FY 2020-21		Prior	6/27/2022		6/27/2022		FY 2021-22
	Adopted		Carryforward		Approved	Amendments		Carryforward		Amended
	Budget				Amendments		Amendments			Budget
<b>General Fund</b>										
<u>Revenues</u>										
Property Taxes	\$ 20,899,138	\$	-	\$	-	\$	154,148	\$	-	\$ 21,053,286
Business Licenses/Permits	417,800		-		-		112,906		-	530,706
Non-Business License/Permits	633,525		-		-		-		-	633,525
Federal Shared Revenues	7,000		-		-		-		-	7,000
State Shared Revenues	5,181,767		-		-		392,054		-	5,573,821
Other Governmental Revenues	38,500		-		-		-		-	38,500
County Shared Revenues	61,000		-		-		-		-	61,000
SMART Shared Revenues	70,019		-		-		-		-	70,019
Court Revenues	1,295,000		-		-		(162,520)		-	1,132,480
Charges for Services	312,044		-		-		-		-	312,044
Sales - Miscellaneous	15,200		-		-		-		-	15,200
Recreation Program Revenues	221,500		-		-		-		-	221,500
Miscellaneous Revenues	1,884,563		-		-		143,483		-	2,028,046
Sale of Fixed Assets	43,000		-		-		-		-	43,000
Departmental Charges	891,480		-		-		-		-	891,480
Transfers	85,053		-		-		-		-	85,053
(Contr. To)/Use of Fund Balance	995,934		1,399,380		367,687		-		(1,360,325)	1,402,676
Total Revenues	\$ 33,052,523	\$	1,399,380	\$	367,687	\$	640,071	\$	(1,360,325)	\$ 34,099,336
<u>Expenditures</u>										
Mayor & Council	\$ 58,304	\$	-	\$	-	\$	-	\$	-	\$ 58,304
City Manager	259,162		-		-		1,200		-	260,362
Finance	767,550		-		-		-		-	767,550
City Clerk	351,991		4,800		-		-		(4,200)	352,591
Information Technology	254,087		20,000		33,046		11,912		-	319,045
Insurance, Bonds & Transfers	257,786		-		-		22,000		-	279,786
Board of Review	3,243		-		-		-		-	3,243
General Administration	879,416		-		-		12,119		-	891,535
Assessing	219,021		-		-		-		-	219,021
Election	74,531		-		-		3,000		-	77,531
DPS-Municipal Building	194,653		150,000		-		481,400		-	826,053
Legal	335,695		-		-		27,300		-	362,995
DPS-Custodial & Maintenance	200,135		-		-		-		-	200,135
Human Resources	447,360		-		-		-		-	447,360
District Court	1,419,159		-		-		-		(2,600)	1,416,559
Police	11,642,190		248,492		24,230		-		(354,600)	11,560,312
Fire	6,976,419		322,981		229,155		-		(418,257)	7,110,298
DPS-Streets	875,475		252,275		5,744		81,140		(29,244)	1,185,390
DPS-Solid Waste	3,076,682		20,000		18,387		-		(405,124)	2,709,945
Community Development	1,085,188		6,900		-		-		-	1,092,088
DPS-Recreation	291,447		-		-		-		(1,500)	289,947
DPS-Parks	771,635		261,432		57,125		-		(137,300)	952,892
DPS-Nature Center	58,400		5,000		-		-		-	63,400
DPS-Active Adult Center	499,906		100,000		-		-		-	599,906
Library	1,026,030		7,500		-		-		(7,500)	1,026,030
Pension Obligation Debt Services	1,027,058		-		-		-		-	1,027,058
Total Expenditures	\$ 33,052,523	\$	1,399,380	\$	367,687	\$	640,071	\$	(1,360,325)	\$ 34,099,336

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22 Adopted Budget	FY 2020-21 Carryforward	Prior Approved Amendments	6/27/2022 Amendments	6/27/2022 Carryforward	FY 2021-22 Amended Budget
<b>Major Streets</b>						
<u>Revenues</u>						
State Shared Revenues	\$ 2,451,193	\$ -	\$ -	\$ -	\$ -	\$ 2,451,193
County Shared Revenues	143,649	-	-	-	-	143,649
Miscellaneous Revenues	-	-	-	-	-	-
Prior Years Fund Balance	(310,452)	190,000	-	-	(398,738)	(519,190)
Total Revenues	<u>\$ 2,284,390</u>	<u>\$ 190,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (398,738)</u>	<u>\$ 2,075,652</u>
<u>Expenditures</u>						
Construction	\$ 1,315,000	\$ -	\$ -	\$ -	\$ (246,738)	\$ 1,068,262
Maintenance	194,490	25,000	-	-	(12,000)	207,490
Traffic Services	155,994	-	-	-	-	155,994
Winter Maintenance	204,809	165,000	-	-	(140,000)	229,809
Administration	10,080	-	-	-	-	10,080
County Roads	104,017	-	-	-	-	104,017
Transfers	300,000	-	-	-	-	300,000
Total Expenditures	<u>\$ 2,284,390</u>	<u>\$ 190,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (398,738)</u>	<u>\$ 2,075,652</u>
<b>Local Streets</b>						
<u>Revenues</u>						
Property Taxes	\$ 1,701,795	\$ -	\$ -	\$ -	\$ -	\$ 1,701,795
State Shared Revenues	1,145,085	-	-	-	-	1,145,085
Miscellaneous Revenue	15,000	-	-	-	-	15,000
Transfers In	300,000	-	-	-	-	300,000
Prior Years Fund Balance	(728,870)	-	-	-	-	(728,870)
Total Revenues	<u>\$ 2,433,010</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,433,010</u>
<u>Expenditures</u>						
Construction	\$ 1,846,000	\$ -	\$ -	\$ -	\$ -	\$ 1,846,000
Maintenance	317,620	-	-	-	-	317,620
Traffic Services	188,996	-	-	-	-	188,996
Winter Maintenance	70,543	-	-	-	-	70,543
Administration	9,851	-	-	-	-	9,851
Transfers	-	-	-	-	-	-
Total Expenditures	<u>\$ 2,433,010</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,433,010</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22 Adopted Budget	FY 2020-21 Carryforward	Prior Approved Amendments	6/27/2022 Amendments	6/27/2022 Carryforward	FY 2021-22 Amended Budget
<b><u>Parks Maintenance &amp; Improvement Fund</u></b>						
<u>Revenues</u>						
Miscellaneous	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ 34,000
Prior Years Fund Balance	4,215	-	-	-	-	4,215
Total Revenues	<u>\$ 38,215</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,215</u>
<u>Expenditures</u>						
Parks Maintenance & Improvement	\$ 38,215	\$ -	\$ -	\$ -	\$ -	\$ 38,215
Transfers				-	-	-
Total Expenditures	<u>\$ 38,215</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,215</u>
<b><u>Downtown Development Authority</u></b>						
<u>Revenues</u>						
Property Taxes	\$ 42,700	\$ -	\$ -	\$ -	\$ -	\$ 42,700
State Shared Revenues	35,213	-	-	-	-	35,213
Miscellaneous Revenue	500	-	-	-	-	500
Prior Years Fund Balance	20,108	7,500	-	-	-	27,608
Transfers In	-	-	-	-	-	-
Total Revenues	<u>\$ 98,521</u>	<u>\$ 7,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 106,021</u>
<u>Expenditures</u>						
Downtown Development	\$ 41,468	\$ 7,500	\$ -	\$ -	\$ -	\$ 48,968
Property Acquis/Demo	35,000			-	-	35,000
Transfers	22,053	-	-	-	-	22,053
Total Expenditures	<u>\$ 98,521</u>	<u>\$ 7,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 106,021</u>
<b><u>Drug Forfeiture Fund</u></b>						
<u>Revenues</u>						
Other Governmental Revenues	\$ 64,000	\$ -	\$ -	\$ -	\$ -	\$ 64,000
Miscellaneous Revenue	400	-	-	-	-	400
Transfers In	-	-	-	-	-	-
Prior Years Fund Balance	(13,400)	-	-	-	-	(13,400)
Total Revenues	<u>\$ 51,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,000</u>
<u>Expenditures</u>						
Drug Forfeiture - State	\$ 51,000	\$ -	\$ -	\$ -	\$ -	\$ 51,000
Drug Forfeiture - Federal	-	-	-	-	-	-
Total Expenditures	<u>\$ 51,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,000</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22 Adopted Budget	FY 2020-21 Carryforward	Prior Approved Amendments	6/27/2022 Amendments	6/27/2022 Carryforward	FY 2021-22 Amended Budget
<b><u>Community Improvement Fund</u></b>						
<u>Revenues</u>						
Federal Shared Revenues	\$ 142,364	\$ -	\$ -	\$ -	\$ -	\$ 142,364
Miscellaneous Revenue	-	-	-	-	-	-
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 142,364</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,364</u>
<u>Expenditures</u>						
Community Development	\$ 142,364	\$ -	\$ -	\$ -	\$ -	\$ 142,364
Total Expenditures	<u>\$ 142,364</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,364</u>
<b><u>SAD Revolving Fund</u></b>						
<u>Revenues</u>						
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	4,000	-	-	-	-	4,000
Special Assessment Revenue	29,203	-	-	-	-	29,203
Transfers	-	-	-	-	-	-
Prior Years Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 33,203</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,203</u>
<u>Expenditures</u>						
Construction/Other Charges	\$ 30,703	\$ -	\$ -	\$ -	\$ -	\$ 30,703
Transfers	2,500	-	-	-	-	2,500
Total Expenditures	<u>\$ 33,203</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,203</u>
<b><u>Fire Stations Debt Service</u></b>						
<u>Revenues</u>						
Property Taxes	\$ 446,763	\$ -	\$ -	\$ -	\$ -	\$ 446,763
State Shared Revenues	27,549	-	-	-	-	27,549
Miscellaneous Revenue	-	-	-	-	-	-
Prior Years Fund Balance	(26,383)	-	-	-	-	(26,383)
Total Revenues	<u>\$ 447,929</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 447,929</u>
<u>Expenditures</u>						
Debt Service	\$ 447,929	\$ -	\$ -	\$ -	\$ -	\$ 447,929
Total Expenditures	<u>\$ 447,929</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 447,929</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22 Adopted Budget	FY 2020-21 Carryforward	Prior Approved Amendments	6/27/2022 Amendments	6/27/2022 Carryforward	FY 2021-22 Amended Budget
<b><u>Water &amp; Sewer Fund</u></b>						
<u>Revenues</u>						
Sales of Water	\$ 4,655,870	\$ -	\$ -	\$ -	\$ -	\$ 4,655,870
Sales of Sewer	6,547,212	-	-	-	-	6,547,212
Charges for Services	50,000	-	-	-	-	50,000
Miscellaneous	173,800	-	-	-	-	173,800
Sale of Fixed Assets	5,000	-	-	-	-	5,000
Department Charges	119,700	-	-	-	-	119,700
Transfers	0	-	-	-	-	-
Prior Years Fund Balance	411,107	935,115	76,000	-	(320,000)	1,102,222
Total Revenues	<u>\$ 11,962,689</u>	<u>\$ 935,115</u>	<u>\$ 76,000</u>	<u>\$ -</u>	<u>\$ (320,000)</u>	<u>\$ 12,653,804</u>
<u>Expenditures</u>						
Water Purchased	\$ 2,342,837	\$ -	\$ -	\$ -	\$ -	\$ 2,342,837
Water System Maintenance	750,882	-	-	-	-	750,882
Water Tapping & Installation	43,500	-	-	-	-	43,500
Water Depreciation	0	-	-	-	-	-
Sewage Disposal	4,727,458	-	-	-	-	4,727,458
Sewer System Maintenance	538,343	-	-	-	-	538,343
Sewer Depreciation	0	-	-	-	-	-
General Service Building	189,275	-	-	-	-	189,275
General Administration	1,771,028	2,300	76,000	-	-	1,849,328
Capital Outlay	1,447,694	932,815	-	-	(320,000)	2,060,509
Debt Administration	151,672	-	-	-	-	151,672
Total Expenditures	<u>\$ 11,962,689</u>	<u>\$ 935,115</u>	<u>\$ 76,000</u>	<u>\$ -</u>	<u>\$ (320,000)</u>	<u>\$ 12,653,804</u>
<b><u>Motor Pool and Equipment Fund</u></b>						
<u>Revenues</u>						
Contributions - General Fund	\$ 895,640	\$ -	\$ -	\$ -	\$ -	\$ 895,640
Contributions - Water/Sewer	104,846	-	-	-	-	104,846
Fund Balance	-	-	-	-	-	-
Total Revenues	<u>\$ 1,000,486</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000,486</u>
<u>Expenditures</u>						
Motorpool	\$ 1,000,486	\$ -	\$ -	\$ -	\$ -	\$ 1,000,486
Total Expenditures	<u>\$ 1,000,486</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000,486</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET  
FY 2021-22**

	FY 2021-22		FY 2020-21		Prior		6/27/2022		6/27/2022		FY 2021-22
	Adopted		Carryforward		Approved		Amendments		Carryforward		Amended
	Budget				Amendments		Amendments				Budget
<b><u>Department of Public Services Fund</u></b>											
<u>Revenues</u>											
Contributions - General Fund	\$	615,737	\$	-	\$	-	\$	-	\$	-	\$ 615,737
Contributions - Major Street		185,366		-		-		-		-	185,366
Contributions - Local Street		230,883		-		-		-		-	230,883
Contributions - Water/Sewer		1,115,508		-		-		-		-	1,115,508
Prior Years Fund Balance		-		-		-		-		-	-
Total Revenues	\$	2,147,494	\$	-	\$	-	\$	-	\$	-	\$ 2,147,494
<u>Expenditures</u>											
Department of Public Services	\$	2,147,494	\$	-	\$	-	\$	-	\$	-	\$ 2,147,494
Total Expenditures	\$	2,147,494	\$	-	\$	-	\$	-	\$	-	\$ 2,147,494
<b><u>Chapter 20 Drain Debt Service Fund</u></b>											
<u>Revenues</u>											
Property Taxes	\$	885,069	\$	-	\$	-	\$	-	\$	-	\$ 885,069
Total Revenues	\$	885,069	\$	-	\$	-	\$	-	\$	-	\$ 885,069
<u>Expenditures</u>											
Debt Service	\$	885,069	\$	-	\$	-	\$	-	\$	-	\$ 885,069
Total Expenditures	\$	885,069	\$	-	\$	-	\$	-	\$	-	\$ 885,069
Total Other Funds	\$	21,524,370	\$	1,132,615	\$	76,000	\$	-	\$	(718,738)	\$ 22,014,247
Total General and Other Funds	\$	54,576,893	\$	2,531,995	\$	443,687	\$	640,071	\$	(2,079,063)	\$ 56,113,583

**EXHIBIT A**  
**City of Madison Heights**  
**Explanation of Amendments for FY 2021-22**

<b>General Fund Revenues (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Property Taxes	Tax Collections	\$ 154,148	101-011-402-4030
Business Licenses	Marijuana State	112,906	101-014-439-0000
State Shared Revenue	Local Community Stabilization Sharing	392,054	101-023-573-0000
Court Fines	Forecasted Court Revenue	(162,520)	101-027-604-1000
Miscellaneous Revenue	Insurance Distribution MMRMA	143,483	101-044-675-0001
Prior Years Fund Balance	Use of Fund Balance	-	101-053-692-6970
Total General Fund Revenues		<u>\$ 640,071</u>	

<b>General Fund Expenditures (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
City Manager - Mileage and Travel	Car Allowance	\$ 1,200	101-172-870-0000
IT - Contractual Services	Cisco Service Plan and Veeam backup	11,912	101-228-818-0000
Insurance - Insurance and Bonds	Self Insurance	22,000	101-236-962-9100
General Government - Improvements	Cable Room - Castus	12,119	101-248-987-0000
Elections - Forms and Printing	Voter ID Cards	3,000	101-262-729-0000
Building - Improvements	Partners In Architect phase 2.5	431,400	101-265-987-0000
Building - Improvements	Civic Center Project design and temporary location	50,000	101-265-987-0000
Legal - Hourly Rate-Legal	Legal Expenses	27,300	101-266-826-2000
Court - Forms and Printing	Transfer to Computer Services	(4,900)	101-286-729-0000
Court - Computer Services	Reallocation from Books and Forms accounts	8,600	101-286-818-3000
Court - Books	Transfer to Computer Services	(3,700)	101-286-978-0000
Streets - Street Lighting	Increased Electrical Cost	81,140	101-446-920-0000
Total General Fund Expenditures		<u>\$ 640,071</u>	

Total Exhibit A Budget Amendments \$ 640,071

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

<b>General Fund (101)</b>	2022-23 ORIGINAL BUDGET	2021-22 CARRY FORWARD	2022-23 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 22,591,420	\$ -	\$ 22,591,420
Business Licenses/Permits	417,800	-	417,800
Non-Business License/Permits	668,525	-	668,525
Federal Shared Revenues	1,571,062	-	1,571,062
State Shared Revenues	5,819,092	-	5,819,092
Other Governmental Revenues	165,956	-	165,956
County Shared Revenues	61,000	-	61,000
SMART Shared Revenues	70,019	-	70,019
Court Revenues	1,374,000	-	1,374,000
Charges for Services	262,730	-	262,730
Sales - Miscellaneous	16,874	-	16,874
Parks and Recreation	234,000	-	234,000
Miscellaneous Revenues	1,651,663	-	1,651,663
Sale of Fixed Assets	50,000	-	50,000
Department Charges	891,480	-	891,480
Transfers In	84,869	-	84,869
Prior Years Fund Balance	5,299,210	1,360,325	6,659,535
<b>Total Revenues</b>	<b>\$ 41,229,700</b>	<b>\$ 1,360,325</b>	<b>\$ 42,590,025</b>
<u>Expenditures</u>			
Mayor & Council	\$ 58,306	\$ -	\$ 58,306
District Court	1,459,129	2,600	1,461,729
City Manager	262,383	-	262,383
Election	83,638	-	83,638
Assessing	219,021	-	219,021
Legal	335,695	-	335,695
City Clerk	398,073	4,200	402,273
Human Resources	473,001	-	473,001
Board of Review	3,043	-	3,043
General Administration	338,619	-	338,619
Finance	793,202	-	793,202
Information Technology	292,317	-	292,317
DPS-Municipal Building	58,588	-	58,588
DPS-Custodial & Maintenance	190,442	-	190,442
Police	12,602,204	354,600	12,956,804
Fire	7,520,989	418,257	7,939,246
Community Development	1,138,451	-	1,138,451
DPS-Streets	1,105,331	29,244	1,134,575
DPS-Solid Waste	2,999,813	405,124	3,404,937
DPS-Recreation	304,728	1,500	306,228
DPS-Nature Center	59,600	-	59,600
DPS-Parks	1,099,691	137,300	1,236,991
DPS-Active Adult Center	498,778	-	498,778
Library	913,384	7,500	920,884
Insurance	266,800	-	266,800
Debt Services	1,028,279	-	1,028,279
Transfers Out	6,726,195	-	6,726,195
<b>Total Expenditures</b>	<b>\$ 41,229,700</b>	<b>\$ 1,360,325</b>	<b>\$ 42,590,025</b>



**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

<b>Major Streets (202)</b>	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
State Shared Revenues	\$ 2,425,224	\$ -	\$ 2,425,224
County Shared Revenues	78,919	-	78,919
Miscellaneous Revenues	-	-	-
Prior Years Fund Balance	(548,884)	398,738	(150,146)
Total Revenues	<u>\$ 1,955,259</u>	<u>\$ 398,738</u>	<u>\$ 2,353,997</u>
<u>Expenditures</u>			
Construction	\$ 1,025,000	\$ 246,738	\$ 1,271,738
Maintenance	163,332	12,000	175,332
Traffic Services	158,769		158,769
Winter Maintenance	199,468	140,000	339,468
Administration	10,484	-	10,484
County Roads	98,206	-	98,206
Transfers Out	300,000	-	300,000
Total Expenditures	<u>\$ 1,955,259</u>	<u>\$ 398,738</u>	<u>\$ 2,353,997</u>
<b>Local Streets (203)</b>	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 1,718,796	\$ -	\$ 1,718,796
State Shared Revenues	1,138,232	-	1,138,232
Miscellaneous Revenue	5,000	-	5,000
Transfers In	300,000	-	300,000
Prior Years Fund Balance	(302,931)	-	(302,931)
Total Revenues	<u>\$ 2,859,097</u>	<u>\$ -</u>	<u>\$ 2,859,097</u>
<u>Expenditures</u>			
Construction	\$ 2,321,000	\$ -	\$ 2,321,000
Maintenance	306,921	-	306,921
Traffic Services	155,775	-	155,775
Winter Maintenance	66,413	-	66,413
Administration	8,988	-	8,988
Transfers Out	-	-	-
Total Expenditures	<u>\$ 2,859,097</u>	<u>\$ -</u>	<u>\$ 2,859,097</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

**Parks Maintenance & Improvement Fund (208)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Miscellaneous Revenue	\$ 43,246	\$ -	\$ 43,246
Prior Years Fund Balance	0	-	-
Total Revenues	<u>\$ 43,246</u>	<u>\$ -</u>	<u>\$ 43,246</u>
<u>Expenditures</u>			
Maintenance	\$ 43,246	\$ -	\$ 43,246
Transfers Out	-	-	-
Total Expenditures	<u>\$ 43,246</u>	<u>\$ -</u>	<u>\$ 43,246</u>

**Downtown Development Authority (248)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 60,624	\$ -	\$ 60,624
State Shared Revenues	35,213	-	35,213
Miscellaneous Revenue	250	-	250
Prior Years Fund Balance	33,172	-	33,172
Transfers In	-	-	-
Total Revenues	<u>\$ 129,259</u>	<u>\$ -</u>	<u>\$ 129,259</u>
<u>Expenditures</u>			
Downtown Development Authority	\$ 107,390	\$ -	\$ 107,390
Transfers Out	21,869	-	21,869
Total Expenditures	<u>\$ 129,259</u>	<u>\$ -</u>	<u>\$ 129,259</u>

**Drug Forfeiture Fund (264)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Other Governmental Revenues	\$ 64,000	\$ -	\$ 64,000
Miscellaneous Revenue	250	-	250
Transfers In	-	-	-
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 64,250</u>	<u>\$ -</u>	<u>\$ 64,250</u>
<u>Expenditures</u>			
Police	\$ 64,250	\$ -	\$ 64,250
Total Expenditures	<u>\$ 64,250</u>	<u>\$ -</u>	<u>\$ 64,250</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

**Community Improvement Block Grant (276)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Federal Shared Revenues	\$ 145,607	\$ -	\$ 145,607
Prior Years Fund Balance	-		-
Total Revenues	\$ 145,607	\$ -	\$ 145,607
<u>Expenditures</u>			
Community Development	\$ 145,607	\$ -	\$ 145,607
Total Expenditures	\$ 145,607	\$ -	\$ 145,607

**Municipal Building Bond (370)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Transfers In	\$ 275,000	\$ -	\$ 275,000
Total Revenues	\$ 275,000	\$ -	\$ 275,000
<u>Expenditures</u>			
Debt Service	\$ 275,000	\$ -	\$ 275,000
Total Expenditures	\$ 275,000	\$ -	\$ 275,000

**Fire Station Debt Service (372)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 409,886	\$ -	\$ 409,886
State Shared Revenues	25,000	-	25,000
Prior Years Fund Balance	24,828	-	24,828
Total Revenues	\$ 459,714	\$ -	\$ 459,714
<u>Expenditures</u>			
Debt Service	\$ 459,714	\$ -	\$ 459,714
Total Expenditures	\$ 459,714	\$ -	\$ 459,714

**Fire Station Building (468)**

	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Transfers In	\$ 2,044,671	\$ -	\$ 2,044,671
Total Revenues	\$ 2,044,671	\$ -	\$ 2,044,671
<u>Expenditures</u>			
Capital Outlay	\$ 2,044,671	\$ -	\$ 2,044,671
Total Expenditures	\$ 2,044,671	\$ -	\$ 2,044,671

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

<b><u>Municipal Building (470)</u></b>	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Bond Proceeds	\$ 6,321,000	\$ -	\$ 6,321,000
Transfers In	4,406,524	-	4,406,524
Total Revenues	<u>\$ 10,727,524</u>	<u>\$ -</u>	<u>\$ 10,727,524</u>
<u>Expenditures</u>			
Capital Outlay	\$ 10,727,524	\$ -	\$ 10,727,524
Total Expenditures	<u>\$ 10,727,524</u>	<u>\$ -</u>	<u>\$ 10,727,524</u>
<b><u>Water &amp; Sewer Fund (590)</u></b>	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Sales of Water	\$ 4,655,870	\$ -	\$ 4,655,870
Sales of Sewer	6,547,212	-	6,547,212
Charges for Services	50,000	-	50,000
Miscellaneous Revenue	143,800	-	143,800
Sale of Fixed Assets	12,000	-	12,000
Department Charges	115,000	-	115,000
Transfers In	-	-	-
Prior Years Fund Balance	123,581	320,000	443,581
Total Revenues	<u>\$ 11,647,463</u>	<u>\$ 320,000</u>	<u>\$ 11,967,463</u>
<u>Expenditures</u>			
Water Purchased	\$ 2,421,155	\$ -	\$ 2,421,155
Water System Maintenance	836,569	-	836,569
Water Tapping & Installation	43,500	-	43,500
Sewage Disposal	4,813,502	-	4,813,502
Sewer System Maintenance	597,053	-	597,053
General Service Building	194,992	-	194,992
General Administration	1,405,325	-	1,405,325
Capital Outlay	1,183,580	320,000	1,503,580
Debt Service	151,787	-	151,787
Total Expenditures	<u>\$ 11,647,463</u>	<u>\$ 320,000</u>	<u>\$ 11,967,463</u>

**CITY OF MADISON HEIGHTS  
AMENDED BUDGET FY 2022-23**

<b>Motor Pool and Equipment Fund (641)</b>	2020-21 ORIGINAL BUDGET	2019-20 CARRY FORWARD	2020-21 AMENDED BUDGET
<u>Revenues</u>			
Department Charges	\$ 994,211	\$ -	\$ 994,211
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 994,211</u>	<u>\$ -</u>	<u>\$ 994,211</u>
<u>Expenditures</u>			
Motorpool	\$ 994,211	\$ -	\$ 994,211
Total Expenditures	<u>\$ 994,211</u>	<u>\$ -</u>	<u>\$ 994,211</u>
 <b>Department of Public Services (650)</b>			
	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Department Charges	\$ 2,244,259	\$ -	\$ 2,244,259
Prior Years Fund Balance	-	-	-
Total Revenues	<u>\$ 2,244,259</u>	<u>\$ -</u>	<u>\$ 2,244,259</u>
<u>Expenditures</u>			
Department of Public Services	\$ 2,244,259	\$ -	\$ 2,244,259
Total Expenditures	<u>\$ 2,244,259</u>	<u>\$ -</u>	<u>\$ 2,244,259</u>
 <b>Chapter 20 Drain Debt Service Fund (870)</b>			
	2021-22 ORIGINAL BUDGET	2020-21 CARRY FORWARD	2021-22 AMENDED BUDGET
<u>Revenues</u>			
Property Taxes	\$ 899,454	\$ -	\$ 899,454
Total Revenues	<u>\$ 899,454</u>	<u>\$ -</u>	<u>\$ 899,454</u>
<u>Expenditures</u>			
General Administration	\$ 191,000	\$ -	\$ 191,000
Debt Service	708,454	-	708,454
Total Expenditures	<u>\$ 899,454</u>	<u>\$ -</u>	<u>\$ 899,454</u>
 Total Other Funds	<u>\$ 34,489,014</u>	<u>\$ 718,738</u>	<u>\$ 35,207,752</u>
Total General & Other Funds	<u>\$ 75,718,714</u>	<u>\$ 2,079,063</u>	<u>\$ 77,797,777</u>

**EXHIBIT B**  
**City of Madison Heights**  
**Explanation of Carryforwards from FY 2021-22 to FY 2022-23**

<b>General Fund Revenues (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$ 1,360,325	101-053-6970-000

Total General Fund Revenues \$ 1,360,325

<b>General Fund Expenditures (101)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
City Clerk - Contractual Services	Retention Software	\$ 4,200	101-215-818-0000
Court - Conferences	Judge and Staff respective conferences	2,600	101-286-955-8640
Police - Tools and Supplies	Vehicle Change Over	29,000	101-301-766-0000
Police - Education	Education Reimbursement	5,600	101-301-960-0000
Police - Improvements	Police Department HVAC Replacement (Phase 2 of 3)	295,000	101-301-987-0000
Police - Improvements	Communications Conduit Reroute	25,000	101-301-987-0000
Fire - Machinery and Equipment	SCBA Equipment Delivery Delay	219,257	101-336-982-0000
Fire - Machinery and Equipment	Hydrant Gate	4,000	101-336-982-0000
Fire - Machinery and Equipment	Fire Hose Replacement	5,000	101-336-982-0000
Fire - Vehicles	Ambulance Rescue #710 Phase 2 of 2 funding	140,000	101-336-985-0000
Fire - Improvements	Fire Station 1 - HVAC Replacement (Phase 1 of 3)	50,000	101-336-987-0000
Streets - Vehicles	1-Ton Dump Truck #481	29,244	101-446-985-0000
Solid Waste - Vehicles	Single-Axle Dump Truck #424	255,124	101-528-985-0000
Solid Waste - Vehicles	Street Sweeper #408	150,000	101-528-985-0000
Recreation - Community Promotion	Remaining balance of Voucher Program	1,500	101-751-888-0000
Parks - Improvements	Furnace Huffman Building	8,500	101-752-987-0000
Parks - Improvements	Lighting Analysis/Upgrades	98,800	101-752-987-0000
Parks - Improvements	Ambassador Park Tennis/Pickleball Court	30,000	101-752-987-0000
Library - Improvements	Lighting Upgrade	7,500	101-790-987-0000

Total General Fund Expenditures \$ 1,360,325

<b>Major Street Fund Revenues (202)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior Years Fund Balance	Use of Fund Balance	\$ 398,738	202-053-692-6970

Total Major Street Fund Revenues \$ 398,738

<b>Major Street Fund Expenditures (202)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
MS - Construction	John R Overlay - Phase I	\$ 246,738	592-044-675-0001
MS - Maintenance	Oakland County Cost Share (John R Spot Patching)	12,000	592-053-692-6970
MS - Winter Maintenance	Remaining 2500 tons of salt on order @ 45.99/ton	140,000	592-053-692-6970

Total Major Street Fund Expenditures \$ 398,738

<b>Water &amp; Sewer Revenues (590)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
Prior years fund balance	Use of Fund Balance	\$ 320,000	592-053-692-6970

Total Water & Sewer Revenues \$ 320,000

<b>Water &amp; Sewer Expenditures (590)</b>	<b>Explanation</b>	<b>Amount</b>	<b>Account Number</b>
WS - Capital Outlay - Machinery/Equip.	Forklift 320	\$ 40,000	592-901-982-0000
WS - Capital Outlay - Vehicles	Ford 3/4 ton pickup #460	60,000	592-901-985-0000
WS - Capital Outlay - Improvements	Concrete (Multiple Phases)	176,000	592-901-987-0000
WS - Capital Outlay - Improvements	DPS Windows	20,000	592-901-987-0000
WS - Capital Outlay - Improvements	Motor Pool Floor Coating	24,000	592-901-987-0000

Total Water & Sewer Expenditures \$ 320,000

Total Exhibit B Carryforward items \$ 2,079,063

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS ESTABLISHING ADDITIONAL APPLICATION PERIOD AND PROCESS REGARDING THE ISSUANCE OF MEDICAL MARIHUANA FACILITIES AND CO-LOCATED ADULT-USE MARIHUANA LICENSES**

**WHEREAS**, on June 13, 2022, the City Council of the City of Madison Heights adopted ordinance 2181 adopting a new Code of Ordinances by amending Article XVI, Chapter 7, Section 7-308 of the City's Code of Ordinances, to amend scoring criteria for Medical Marihuana Facilities and Co-Located Adult-Use Marihuana Establishments, to protect the public health, safety and welfare; and

**WHEREAS**, Section 7-406(b) allows Council by Resolution to establish application periods for available licenses of Medical Marihuana Facilities and Co-Located Adult-Use Marihuana Establishments; and

**WHEREAS**, since obtaining a Medical Marihuana Facilities license is required for obtaining Adult-Use Marihuana Establishment licenses that must be operated on a co-located parcel within the City's designated "Green Zone," pursuant to Sections 7-308 and 7-408, the selection of licensees will be based on the requirements set forth in Sections 7-305, 7-307, and 7-308.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS HEREBY RESOLVES:**

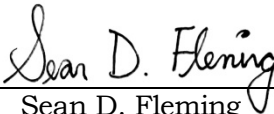
1. The City Council shall declare the application period for any available Medical Marihuana Facilities and Co-Located Adult-Use Marihuana Establishments licenses to be open until August 12, 2022 at 11:00 a.m. The City shall only accept applications for co-located Adult-use and Medical Marihuana Licenses during this declared application period.
2. Applications shall be required in electronic format via flash drive or USB only providing triplicate data storage devices with fees of \$500 per license type applied for being paid at the time the application is submitted; fees may be waived based upon prior applications for same legal entity and principal owners.
3. Applications received after August 12, 2022 at 11:00 a.m. will not be accepted. Incomplete applications will not be considered.



Roslyn Grafstein  
Mayor



Toya D. Aaron  
Councilwoman



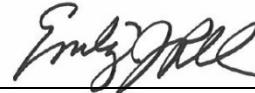
Sean D. Fleming  
Councilman



David M. Soltis  
Councilor



Mark A. Bliss  
Mayor Pro Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: City Council

SUBMITTED BY: Melissa R. Marsh, City Manager DATE: 06/17/22

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/27/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	<u>✓</u>
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

**DESCRIPTION OF ITEM**

Request to approve contract with development companies to purchase and redevelop available properties and purchase and sell properties.

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

See attached report.

**FINANCIAL IMPACT**

No Impact	_____	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	<u>0</u>	Budget Amount	_____
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 <sup>nd</sup> Acct.	<u>0</u>	Revenue Generated	<u>\$35,000</u>
Other Comments No cost to the City for the purchase of properties, developer will be immediately purchasing available properties, and our costs will be offset by an administration fee.			

**REVIEW CHECKLIST**

DEPARTMENT Melissa R. Marsh, City Manager DATE 06/17/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R. Marsh, City Manager DATE 06/17/22



**To:** Honorable Mayor and City Council

**From:** Melissa Marsh, City Manager

**Date:** June 15, 2022

**Subject:** Parcel Redevelopment Program - 2022

As part of the Adopted FY 2019 Goal Plan, staff proposed and City Council adopted Goal U: ***Implement a Tax Foreclosure Purchase/Sale/Redevelopment Program which would result in the immediate clean-up of property exteriors as well as ongoing maintenance; guaranteed code-compliant renovations to foreclosed properties in a prompt fashion; sale of residential properties to owner occupants; and immediate tax base benefit from renovated structures as well as use of these properties for future appraisal comparable; and a reduction of potential future single-family rental and vacant properties.***

#### **Redevelopment Contractor Process**

In July 2018, City Council approved the first year of this Tax Foreclosure Redevelopment program and awarded 14 foreclosed properties to two vendors, FPJ Investments LLC and HP Snap. These vendors were chosen from a detailed request for qualifications process. The progress of this program and the vendors were monitored throughout the year. Overall this program was a success for the City, neighborhoods. Creating investment and homeownership where typically we would have landlords or vacant properties. We saw properties cleaned up, updated with modern energy efficient appliances and equipment such as hot water heaters and furnaces, and the foreclosed homes were sold to occupant owners.

In June of 2019, this program was extended with the sale of (2) foreclosed properties, with a RFP award to HP SNAP Investments. The focus of the program continued to be on: immediate clean-up of the exterior of the property as well as ongoing maintenance; guaranteed code-compliant renovations to foreclosed properties in a prompt fashion; and sale of residential properties to owner occupants. Again this program was evaluated as successful for the City and neighborhoods.

In 2020, Oakland County placed a hold on this foreclosure process due to COVID for two years. In March we received notice that the foreclosures are resuming again throughout Oakland County for 2022. Therefore, again this year we released a RFP that included minimum guaranteed investment, average investment, proposed administrative fees, proposed timeline and plan for disposition of vacant properties. We received three responses to this RFP with the best and most complete offer being from HP Snap Investments.

HP Investments have included a minimum guaranteed investment of \$50,000 and a minimum average investment of \$60,000 for the houses included on the foreclosure list. In addition they

have offered \$5,000 - \$10,000 administrative fee for each parcel covering any expense incurred by the City for managing this program. The City has a very positive experience working with HP Investments during the previous two rounds of this parcel redevelopment program.

### **Foreclosure Details 2022**

Last week, in accordance with MCL 211.78M(1), the City received the statutory first right of refusal to purchase the properties that were tax foreclosed by Oakland County Circuit Court on February 16, 2022, and by the Oakland County Treasurer under Public Act 123 of 1999, as amended. The City is obligated to inform Oakland County of our intent to purchase the property or properties no later than June 17, 2022.

This year the City of Madison Heights has seven (7) parcels with a redemption period that ended March 31, 2022:

Parcel	Address	Assessed Value
25-12-280-021	1600 Oakland Drive	\$25,110
25-12-280-022	1600 Oakland Drive	\$14,170
25-12-280-023	1600 Oakland Drive	\$12,100
25-13-301-021	27741 Groveland Street	\$60,190
25-14-401-022	27847 Hampden Street	\$49,280
25-23-481-007	71 W Dallas Ave	\$43,190
25-24-102-007	26628 Groveland Street	\$71,830

Due to statutory changes in 2020, the property purchase amount is dependent upon if a former owner or lienholder files a claim for excess proceeds as follows:

- If a claim is filed on a property, the purchase amount will be double the 2022 state equalized value (SEV).
- If a claim is not filed on a property by July 1, 2022, the purchase amount will be the minimum bid which includes delinquent taxes, interest and fees along with any maintenance cost incurred by the Oakland County Treasurer's Office.

### **Recommendation**

In order to implement this program, two actions are necessary. First, staff is recommending that the City Council approve HP Snap Investments as the developer to the Parcel Redevelopment Program.

Second, staff is recommending that the City purchase the properties being offered and immediately sell them for the purchase price to the Developer chosen for redevelopment.

Two motions are being recommended:

1. Based on the proposal submitted in response to this year's RFP, and the proven track record during the past two rounds of the parcel redevelopment program, staff and I recommend awarding the Parcel Redevelopment program to HP Snap Investment for the purchased properties with an option to extend next year if tax foreclosure properties are available, pending final legal review of the contract and authorizing the City Manager to sign all related documents.
2. Authorize the City to purchase from Oakland County the following parcels for the minimum bid which includes delinquent taxes, interest and fees along with any maintenance cost incurred by the Oakland County Treasurer's Office and to sell these parcels to HP Snap in accordance with the Parcel Redevelopment Program.

## **AGREEMENT FOR PURCHASE OF REAL ESTATE**

The Purchaser, HP Snap Investment, LLC a Michigan limited liability company, whose address is 24300 Joy Road, Redford, MI 48239, (the "Purchaser") hereby offers and agrees to purchase, and the Seller, City of Madison Heights, a Michigan municipal corporation, whose address is 300 West 13 Mile Road, Madison Heights, Michigan 48071, (the "Seller") hereby agrees to sell real estate and other intangibles related to the following real estate located in City of Madison Heights, County of Oakland, State of Michigan, upon the following terms and conditions set forth in this Agreement for Purchase of Real Estate, hereafter the "Agreement."

### **I. PROPERTY DESCRIPTION**

- 1.1 Properties located in the City of Madison Heights, Michigan and commonly referenced as follows:

Address	Parcel ID
1600 OAKLAND DR	25-12-280-021
1600 OAKLAND DR	25-12-280-022
1600 OAKLAND DR	25-12-280-023
27741 GROVELAND ST	25-13-301-021
27847 HAMPDEN ST	25-14-401-022
71 W DALLAS AVE	25-23-481-007
26628 GROVELAND ST	25-24-102-007

together with all buildings, structures, rights, easements, and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon, if any;; any right, title and interest of Seller in any rights of way, all of Seller's rights to connect with and to utilize any private or public utility facilities now or hereafter serving the Property, to the extent transferable, all licenses, permits, certificates of occupancy and other governmental approvals with respect to the Property, and all development and similar agreements relating to governmental units or utility services with respect to the Property; and subject to the existing building and use restrictions, easements, and zoning ordinances. The land which is part of the Property has a legal description as set forth on Exhibit A, attached hereto and incorporate herein by reference.

### **II. PURCHASE PRICE**

- 2.1 Purchaser agrees to pay delinquent taxes, interest and fees along with any maintenance cost incurred by the Oakland County Treasurer's Office, in consideration for which Seller will provide a QUIT CLAM deed subject to existing building and use restrictions and easements and rights of way of record.

### III. TITLE

- 3.1 Title Insurance. The Purchaser may obtain, at Purchaser's expense, a commitment (the "Title Commitment") leading to an owner's policy of title insurance with standard exceptions (the "Title Insurance") from a title company selected by Purchaser (the "Title Company"). The Title Commitment shall be updated immediately prior to the Closing and shall show no objectionable matters, or defects except as provided in paragraph 3.3 below, other than those which may be permitted by Purchaser. All costs associated with the Title Commitment and Title Insurance, including such actions required to correct any flaws in title as a result of the Tax Foreclosure, shall be the sole responsibility of the Purchaser. The Purchaser shall also pay all recording fees.
- 3.2 Objections To Condition of Title. If objection to the title is made by the Purchaser except for provided in paragraph 3.3 herein, then Seller shall have until the Closing, or any extensions in writing to the Closing, to procure a cure for the defects. In the event the Seller is unable through the exercise of its good faith efforts to procure a cure for the claimed defects to the Purchaser's satisfaction within the time herein set forth, then, Purchaser may (i) take title to the Property despite the existence of objectionable matters, or (ii) terminate the Agreement, in which case, notwithstanding anything herein to the contrary, all sums deposited by Purchaser shall be immediately refunded to Purchaser and this Agreement shall be deemed null and void and of no further force and effect.
- 3.3 Tax Foreclosure Transfer. Purchaser acknowledges that Seller obtained the Property through a State/County tax foreclosure (the "Tax Foreclosure") quit claim deed and the Seller makes no representations or warranties as to the condition or title of the Property. Notwithstanding anything to the contrary in this Agreement, Purchaser accepts any flaws or defects in the title to the Property as a result of the Tax Foreclosure.
- 3.4 Quiet Title Action. Purchaser acknowledges that in order to obtain Title Insurance, Purchaser may be required, at Purchaser's sole cost and expense, to institute legal proceeds to quiet title in the name of Purchaser (hereinafter, the "Quiet Title Action"). If a Quiet Title Action is required, the Parties acknowledge such event will have no effect on this Agreement.

### IV. POSSESSION, INSPECTIONS, CERTIFICATIONS AND DISCLOSURES

- 4.1 Possession. As a result of obtaining the Property through Tax Foreclosure, Seller has no knowledge as to whether the Property is occupied by tenants, previous owners or any other occupant (the "Occupants") that may be in possession of the Property. Seller makes no representation as to the occupancy or possession of the Property. Purchaser recognizes that some properties may be occupied and purchaser is solely responsible for the continued

occupancy/relocation/eviction of any occupants. Purchaser agrees that it may not take any action to obtain possession of the property, including service of notice to quit, until after the closing date determined by the Seller.

- 4.2 Government Certifications. The Purchaser shall obtain, at its expense, all required inspections and required repairs, if any to obtain approval from any government agency or municipality. The Purchaser acknowledges and agrees that it is purchasing the Property in an AS IS/ WHERE IS condition, including but not limited to environmental conditions and/or contamination (if any), in, on or about the Property, including the groundwater of the Property and hereby releases and indemnifies the Seller, its officers, employees and agents, from any liability whatsoever arising from any condition and/or contamination in, on or about the Property. Further, the Seller makes no express or implied representations or warranties as to the Property's condition.

## **V. CLOSING**

- 5.1 Method of Closing. The sale will be consummated by cash for the total Purchase Price and any administrative fees or costs that are the purchasers responsibility. Administrative fees and cost include:
- a. Administrative Fee: \$5,000 per property to cover the related costs for the City.
  - b. Sewer and Water charges: Buyer is responsible for all outstanding utility charges, included water and sewer.
  - c. Property taxes: Buyer to pay all outstanding taxes and keep future taxes current, including any special assessments and related charges
  - d. Miscellaneous Receivables: Buyer is responsible for any monies due to the City for any and all charged to these parcels listed including but not limited to mowing, snow removal, brush chipping or debris clean-up/out.
- 5.2 Assessments. Buyer shall discharge in full all public authority charges confirmed by said municipality or taxing unit(s) special assessments, water, sewer, paving charges, etc. which are currently due and payable. Buyer is responsible for other assessments.

## **VI. MISCELLANEOUS**

- 6.1 Maintenance of Property. Timeline are set below for tasks to be completed by the Purchaser. Timelines begin when property transfers from the Seller to the Purchaser:
- a. *Within one week* - the purchaser shall rekey and secure all property, if vacant. Make contact with tenants to discuss their options including relocation. Order landscape clean-up which include cleaning all gutters and yard debris, cutting lawn and removal of any dead trees or shrubs.
  - b. *Within six weeks* - Permits shall be pulled for all renovations and work shall be started.

- c. *Within one year* – Order final inspections and obtain C of O's, order final cleaning, Landscaping completed. Houses listed for sale.
  - d. Purchaser and Seller understand that no extensions of the time limits contained herein are expected or agreed to unless specified in writing and signed by both Purchaser and Seller.
- 6.2 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
- 6.3 Venue\Waiver Jury Trial. The parties concur that any dispute concerning the interpretation of this Agreement shall be brought in the applicable state court located in the County of Oakland, Michigan. The parties, to the fullest extent that they may lawfully do so, hereby waive trial by jury in any action or proceeding brought by any party to this Agreement with respect to this Agreement, the Property or any other matter related to this Agreement or Property.
- 6.4 Entire Agreement. This Agreement constitutes the entire, integrated Agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or cancelled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties. Purchaser's proposal in its entirety constitutes a part of this agreement.
- 6.5 Binding Effect. The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine gender, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- 6.6 Assignment. This Agreement may not be assigned or transferred by Purchaser without the written consent of the Seller, except to an entity in which the Purchaser is the sole owner. Any lawful Assignee shall agree to be specifically bound by the terms of this Agreement. Upon such lawful assignment, Purchaser shall have no further or other obligations or liabilities hereunder.
- 6.7 Other Terms and Conditions. The Purchasers is to commit to 100% owner occupant sales for all single family homes. Purchaser will spend a minimum of \$50,000 per house/structure with the average renovation cost being no less than \$60,000 per house/structure. Purchaser will secure and stabilize each parcel within one week of closing. Purchaser will build new homes on vacant lots unless otherwise agreed to by the Seller and Purchaser.

Residential properties are required to be sold to owner occupied purchasers with a five year deed restriction for owner occupancy.

6.8 Effective Date. If this Agreement is not signed simultaneously by Seller and Purchaser, it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the fifth (5th) calendar day following signature by the offering party. "Effective Date" shall mean the last date upon which this Agreement is accepted and executed by all the parties.

6.9 Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

Seller:  
Melissa R. Marsh  
City Manager  
City of Madison Heights  
300 West Thirteen Mile  
Madison Heights, MI 48071  
Contact No. (248) 583-0829

Purchaser:  
HP SNAP Investment, LLC  
24300 Joy Road  
Redford, MI 48239  
Contact No. (313)887-4047

6.10 Survival of Obligations. All of the representations, warranties, and covenants of the parties hereunder shall survive the Closing; provided, however, that no claim for any breach of a representation or warranty hereunder shall be effective unless made in writing on or before the second anniversary of the Closing with respect to which such breach relates.

6.11 Construction and Captions. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal role of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any

exhibits or amendments hereto; and that section headings appearing in this agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

6.12 Authority. The Parties represent and warrant that they have the requisite authority to execute this Agreement and to bind the entity or individual signed for and all predecessors and successors to the rights and obligations described or contained in this Agreement.



**IN WITNESS WHEREOF**, the parties have executed this First Addendum on the day and year first above written.

**"SELLER"**

**"PURCHASER"**

**City of Madison Heights, a Michigan  
municipal corporation.**

**HP SNAP Investment, LLC. a Michigan  
Limited liability company**

\_\_\_\_\_  
By: Melissa Marsh, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: Cheryl Rottmann, City Clerk

**[NOTARIZATION APPEARS ON NEXT PAGE]**

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State, personally appeared the above-named Melissa Marsh and Cheryl Rottmann, City Manager and City Clerk, respectively, of the City of Madison Heights, a Michigan Municipal Corporation, located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, to me known to be the same persons described in and who executed the within instrument on behalf of the City and who then acknowledged the same to be of their free act and deed on behalf of the City.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Comm. expires: \_\_\_\_\_  
Acting in: \_\_\_\_\_

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, Managing Member of HP Snap Investment, LLC., a Michigan limited liability company, located at 24300 Joy Road, Redford, Michigan 48239, to me known to be the same person described in and who executed the within instrument on behalf of the City and who then acknowledged the same to be of his or her free act and deed on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My Comm. expires: \_\_\_\_\_  
Acting in: \_\_\_\_\_

## EXHIBIT A

## LEGAL DESCRIPTION

Tax ID No.: **25-12-280-021** Common Address: 1600 Oakland Dr  
T1N, R11E, SEC 12, CR44E-2, PART OF NE 1/4 BEG AT PT DIST N 88-39-00 W 399.53 FT & N 00-14-00 E 650.61 FT & N 18-18-06 W 194.86 FT & N 01-21-00 E 75.50 FT FROM E 1/4 COR, TH N 01-21-00 E 129.50 FT, TH S 88-39-00 E 130.00 FT, TH S 01-21-00 W 129.50 FT, TH N 88-39-00 W 130.00 FT TO BEG  
0.39 A

Tax ID No.: **25-12-280-022** Common Address: 1600 Oakland Dr  
T1N, R11E, SEC 12, CR44F-1, PART OF NE 1/4 BEG AT PT DIST N 88-39-00 W 399.53 FT & N 00-14-00 E 650.61 FT & N 18-18-06 W 137.52 FT FROM E 1/4 COR, TH N 18-18-06 W 57.34 FT, TH N 01-21-00 E 75.50 FT, TH S 88-39-00 E 138.69 FT, TH S 01-13-00 W 129.50 FT, TH N 88-39-00 W 97.73 FT TO BEG 0.40 A

Tax ID No.: **25-12-280-023** Common Address: 1600 Oakland Dr  
T1N, R11E, SEC 12, CR44G-2, PART OF NE 1/4 BEG AT PT DIST N 88-39-00 W 399.53 FT & N 00-14-00 E 650.61 FT FROM E 1/4 COR, TH N 18-18-06 W 137.52 FT, TH S 88-39-00 E 98.27 FT, TH S 01-13-00 W 129.50 FT, TH N 88-39-00 W 74.21 FT TO BEG 0.25 A

Tax ID No.: **25-13-301-021** Common Address: 27741 Groveland Street  
T1N, R11E, SEC 13, TUXEDO PARK SUB, LOT 165 & 1/2 VAC ALLEY ADJ TO SAME

Tax ID No.: **25-14-401-022** Common Address: 27847 Hampden Street  
T1N, R11E, SEC 14, BLANCHE VILLAS SUB, LOT 127

Tax ID No.: **25-23-481-007** Common Address: 71 W Dallas Avenue  
T1N, R11E, SEC 23, SLATER PARK SUB, LOT 35

Tax ID No.: **25-24-102-007** Common Address: 26628 Groveland Street  
T1N, R11E, SEC 24, GROVELAND SUB, LOT 149

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: Melissa R. Marsh, City Manager

SUBMITTED BY: Amy J. Mischak, HR Director/Purchasing Coord DATE: 06/21/22

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/27/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	<u>✓</u>
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

**DESCRIPTION OF ITEM**

To award the contract for installation of Council Chambers sound system as part of the Civic Center Complex Construction Project

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

Per the attached memo, Council is requested to award the contract for installation of Council Chambers sound system as part of the Civic Center Complex Construction Project to Advanced Lighting and Sound in the amount of \$18,797 including parts and labor.

**FINANCIAL IMPACT**

No Impact		Fee Waiver Proposed	
Budgeted Fund Name(s)	<u>Improvements</u>	Department Name	<u>Municipal Building</u>
Appropriated in Acct. No.	<u>470-265-987-0000</u>	Budget Amount	_____
Amount Available in Acct.	<u>10727524</u>		
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 <sup>nd</sup> Acct.	_____	Revenue Generated	_____
Other Comments	_____		

**REVIEW CHECKLIST**

DEPARTMENT Amy J. Mischak, HR Director/Purchasing Coord DATE 06/21/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R. Marsh, City Manager DATE 06/21/22

DATE: June 21, 2022

TO: Melissa R. Marsh, City Manager

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

RE: Civic Center Complex Project - Council Chambers Audio/Visual

As you and Council are well aware, as part of the Civic Center Complex Construction Project, Council Chambers is being relocated. This necessitates a transfer of some of the existing broadcast sound equipment and also provides the opportunity to upgrade select audio visual equipment in order to provide improved audio visual capabilities in our new facility.

During the exploratory phases of this project, you met with representatives from Advanced Lighting and Sound along with an evaluation panel including Partners in Architecture representative Lauren Lee, Media Specialist Anna Pereny, and the undersigned to evaluate the best possible approach to moving the existing equipment and installation of new audio visual equipment where appropriate.

The panel discussed the City's needs and intention to use as much existing equipment as possible, but to form a realistic plan to upgrade components where possible. Some of the upgrades include two sixty-five inch LED monitors, new processors and a touch screen controller – please see attached for an overview from ALS of the proposed installation. ALS has provided a quote to include all of the needed equipment for this transfer including parts and labor to remove the existing equipment and relocate to the new Council Chambers control room. As noted in their overview, the pricing does not include moving the cable drops for WOW or Comcast.

Advanced Lighting and Sound (ALS) has serviced the existing broadcast equipment for many years, including the overhaul which occurred in 2015. ALS has provided the City with diagnostic information and recommendations to our equipment, have provided on call and remote technical assistance throughout the years, and they are intimately familiar with the entire system, making ALS the most qualified to perform this work during the construction and relocation.

Staff and I respectfully request that City Council approve a contract with Advanced Lighting and Sound for this project in the amount of \$18,797 as being in the best interest of the City.

Thank you for your consideration.

## City of Madison Hts Council Upgrade

The purpose of this project is to move the City Council Chambers, Control Room and equipment to a new location in the City Hall Building. In addition to this, new equipment will be provided to enhance the current system to provide for a full HD broadcast.

The 5 PTZ cameras will be re-used and installed in the new location, all cabling for video/power and control will need to be installed in the new location.

The Tricaster 860 video switcher and monitors will be re-used.

A new presentation system will be installed that includes most of the new video equipment:

There will be a PC located at the podium that connects wirelessly to an owner provided wireless presentation system to be installed at the right end of the Dais. This will be hardwired through CAT5 to a HDMI (**EX-70G2**) Tx/Rx to feed a OFE HDMI 4x2 switcher.

An Owner provided Zoom PC is to be located in the Control Room to allow the operator to manage the Zoom call and have audio/video connections connect to the broadcasting system. This will feed HDMI to the HDMI switcher.

Output #1 of the HDMI switcher will feed the **DEC-MD-HX** scaling converter to provide a HD-SDI signal to the Tricaster. This provides any presentation source to the Tricaster for recording/broadcasting.

The **DEC-MD-LX** is an SDI to HDMI converter to allow a feed from the Tricaster to be an input to the HDMI switcher and presentation system.

Due to the version of software in the Tricaster, a **CAP-1** is needed to take the output of the Tricaster to feed the Zoom call. This allows the Zoom far end to see the production.

Two 65" TV's with mounts **65UR340C9-EGH/LTM1U** will replace the projector for displaying the presentation or Zoom sources.

A new under desk rack **5-21-26** and power strip **JG9-ALS** will be required for some of the equipment needed at the owner provided work surface. Owner to provide a side divider for under the desk. The existing rack in the Control Room will be moved into the new Control Room for additional equipment.

In addition to the audio equipment that will be re-purposed there are also new audio components that will be added to the system.

In order to accommodate the existing audio microphones, presentation audio, new Zoom meetings and provide an easier user control and interface a **QSC Core 110f** audio processor was added to replace the Yamaha TF Rack mixer. The Core110f does the automatic mixing of the signals, allows for multiple routing outputs, internal recording file playback and control. This audio processor will include a 7" touch screen with a desktop mount **TSC-70-G3/TSC-710t-G3**. This has a custom interface **SL-QUD-110-P** that allows the user to control aspects of the audio system.

Additional audio equipment includes a **ALS POE+ injector** to power the 7" T/P and a **ALS HDMI to Audio converter** to get the presentation audio into the audio processor.

Through the use of the existing amplifiers, we will be creating a zoned audio system to allow the Dais to hear as well as the audience without the possibility of feedback. The Dais right side will be a zone, Dais left side is a zone and the audience is a zone. We will add 8 ceiling speakers **Control 26CT** to the room.

Due to the current supply chain delays and availability, some of the equipment listed may experience extended delays. If the delays interfere with the installation dates, we may look to provide an alternate equivalent that would be available.

There are other existing equipment components that have not been listed in this document as they are owner furnished. These will be integrated into the installation of the system.

ALS is not responsible for the relocation of the Comcast and WOW fiber or City of Madison Heights network cabling.

**Advanced Lighting & Sound**

Phone: 248-817-2092  
Fax: 248-817-2093  
1026 Maplelawn Drive  
Troy, MI 48084

No.: **17333**  
Date: **6/1/2022**

Item 6.

Prepared for:  
Anna Pereny (313) 480-7385  
City of Madison Heights  
300 West 13 Mile Rd.  
Madison Heights, MI 48071

Prepared by: Shawn Watts  
Account No.: 6066  
Phone: (248) 837-2602

Qty	Manuf	Item ID	Description	Sell	Total
<b>VIDEO</b>					
1	Decim	DEC-MD-HX	MD-HX: HDMI/SDI Cross Converter w/ Scaling & Frame Rate Conversion	\$295.00	\$295.00
1	Decim	DEC-MD-LX	MD-LX: HDMI/SDI Converter	\$99.00	\$99.00
1	Data	CAP-1	SDI to USB 3.0 capture box, includes USB 3.0 cable.	\$329.00	\$329.00
3	WyreS	EX-70-G2	4K UHD 4:2:0 60Hz HDBaseT™ Extender Set with PoH, Bidirectional IR & RS-232 (4K: 35m/115ft, 1080p: 70m/230ft)	\$204.00	\$612.00
2	LG	65UR340C9-EGH	65" 4K LED TV	\$1,115.00	\$2,230.00
2	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount Large	\$320.00	\$640.00
1	MAP	5-21-26	SLIM5 KNOCKDOWN 21SP,26D	\$528.00	\$528.00
1	Juice	JG9-ALS	15 Amp 8 Outlet Power Strip (plus one on front)	\$76.00	\$76.00
<b>VIDEO SUBTOTAL</b>					<b>\$4,809.00</b>
<b>AUDIO</b>					
1	QSC	Core 110f	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual	\$3,126.00	\$3,126.00
1	QSC	TSC-70-G3	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$1,397.00	\$1,397.00
1	QSC	TSC-710t-G3	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	\$333.00	\$333.00
1	TREND	ALS POE+ Injector	Generic POE+ Injector	\$75.00	\$75.00
1	QSC	SL-QUD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	\$170.00	\$170.00
1	Ace D	ALS HDMI TO AUDIO	HDMI Audio Extractor PL-HA-TosRCA	\$50.00	\$50.00
8	JBL	CONTROL 24C	4" Two-Way Vented Ceiling Speaker, 80Hz – 20kHz, 86dB Sensitivity, 80W Program and 40W Pink Noise Power Capacity, SonicGuard™ Overload Protection, 16	\$129.00	\$1,032.00
<b>AUDIO SUBTOTAL</b>					<b>\$6,183.00</b>



No.: **17333**

Date: 6/1/2022

Qty	Manuf	Item ID	Description	Sell	Total
<b>INSTALLATION</b>					
1	ALS	Install	Install Materials - Video/Audio/network/power cabling and connections, interconnect cabling, fastners and misc.	\$500.00	\$500.00
1	ALS	Labor	Installation Labor - remove existing equipment from old system and move to new location, integrate new equipment, test.	\$6,000.00	\$6,000.00
<b>This does not include moving of WOW or Comcast fiber or main lines. This must be done by those vendors.</b>					
1	ALS	System Program	Programming of technical systems - Custom programming of Audio processor and touch panel interface	\$600.00	\$600.00
1	ALS	Shipping	Shipping Charge	\$380.00	\$380.00
1	ALS	TSCHG	Transitory Surcharge	\$325.00	\$325.00
<b>Based on current supply chain issues our manufacturers are adding a surcharge to all orders to offset increases in shipping and materials. Based on the amount of these charges we have no option but to pass a portion of them on to cover these increases</b>					
<b>INSTALLATION SUBTOTAL</b>					<b>\$7,805.00</b>

Your Price: **\$18,797.00**Total: **\$18,797.00**

Prices are firm until 7/1/2022

Terms: Net 15

Prepared by: Shawn Watts, shawnw@go-als.com

Date: 6/1/2022

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Disclaimer**

All prices quoted are valid for 30 business days. Please fax signed quote to 248-817-2093 or email to sales@go-als.com so that your order can be placed. Thank you for your business.

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: Honorable Mayor and City Council

SUBMITTED BY: Tim Burns, Assistant City Attorney DATE: 05/26/22

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/13/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	✓
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

**DESCRIPTION OF ITEM**

Ordinance No. 2183 - 2021 Property Maintenance Code - First Reading

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

The Property Maintenance Code is the Code we use to inspect and maintain all our existing structures and property in the City. Attached is a proposed Ordinance No. adopting the ICC Property Maintenance Code, 2021 Edition.

Assistant City Attorney, Tim Burns has reviewed the Ordinance. Staff recommends City Council adopted Ordinance , on first reading by number and title only, with second reading scheduled for June 27, 2022.

**FINANCIAL IMPACT**

No Impact	✓	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	0		
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 <sup>nd</sup> Acct.	_____	Revenue Generated	_____
Other Comments	_____		

**REVIEW CHECKLIST**

DEPARTMENT Tim Burns, Assistant City Attorney DATE 05/26/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R.Marsh, City Manager DATE 05/26/22

**CITY OF MADISON HEIGHTS  
ORDINANCE NO. 2183**

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 6, Article VII, to adopt a property maintenance code to insure the public health, safety, and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

**Section 1.**

The existing sections 6-141 and 6-142 of Article VII of Chapter 6 of the Madison Heights Code of Ordinances are hereby repealed and the following new sections are hereby adopted to stand in their place:

**ARTICLE VII. PROPERTY MAINTENANCE CODE  
DIVISION 1. GENERALLY**

**Sec. 6-141. - Adoption.**

There is hereby adopted by reference the International Property Maintenance Code, 2021 Edition, as promulgated, published and approved by the International Code Council, Inc., together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The building official is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

**Sec. 6-142. - Amendments, deletions and additions.**

The following sections and subsections of the International Property Maintenance Code, 2021 Edition, are hereby amended or deleted, and additional sections and subsections are added as hereinafter set forth. Subsequent section numbers used herein shall refer to the like numbered sections or subsections of the International Property Maintenance Code:

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**

**CITY OF MADISON HEIGHTS  
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: Honorable Mayor and City Council

SUBMITTED BY: Tim Burns, Assistant City Attorney DATE: 06/08/22

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 06/13/22

**ACTION REQUESTED**

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	<input checked="" type="checkbox"/>
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

**DESCRIPTION OF ITEM**

Ordinance No. 2186 - 2021 International Fire Code - First Reading

**IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS**

**POLICY CONSIDERATION**

The City's Code of Ordinances incorporates by reference the International Fire Code for establishing the standards for regulating and governing the safeguarding of life and property from fire and explosive hazards. The International Fire Code is routinely updated every few years and this amendment updates referencing to the most recently published standards.

Assistant City Attorney, Tim Burns has reviewed the Ordinance. Staff recommends City Council adopted by reference Ordinance 2186, 2021 edition of the International Fire Code, on first reading by number and title only,

**FINANCIAL IMPACT**

No Impact	<input checked="" type="checkbox"/>	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	0	Budget Amount	_____
Second Account Number	_____	Revenue Generated	_____
Amount Available in 2 <sup>nd</sup> Acct.	_____		
Other Comments	_____		

**REVIEW CHECKLIST**

DEPARTMENT Tim Burns, Assistant City Attorney DATE 06/08/22

DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

CITY MANAGER Melissa R.Marsh, City Manager DATE 06/08/22

**ORDINANCE NO. 2186****CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY, MICHIGAN****AMENDMENT TO THE CODE OF ORDINANCES**

An Ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 12-26 and 12-27, of the Code of Ordinances to adopt by reference the 2021 Edition of the International Fire Code, including Appendix Chapters B, C, D, E, F, and G, as published by the International Code Council, to protect the public health, safety, welfare and property within the City of Madison Heights.

**THE CITY OF MADISON HEIGHTS ORDAINS:****Sec. 12-26. – Adoption of fire prevention code.**

A certain document, a copy of which is on file in the office of the City Clerk of the City of Madison Heights, being marked and designated as the 2021 Edition of the International Fire Code, including Appendix Chapters B, C, D, E, F, G, and H, as published by the International Code Council, is hereby adopted by reference as the code of the City of Madison Heights for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Madison Heights and providing for the issuance of permits for fire suppression systems, fire alarm systems and other uses or operations; and each and all of the regulations, provisions, conditions and terms of such International Fire Code, 2021 Edition, published by the International Code Council, on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof as if fully set forth in this chapter.

**Sec. 12-27. - Amendments to the 2021 Edition of the International Fire Code.**

The following sections of the 2021 Edition of the International Fire Code are amended, deleted, supplemented, or additional sections added as follows:

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**

City Council Regular Meeting  
Madison Heights, Michigan  
June 13, 2022

A City Council Regular Meeting was held on Monday, June 13, 2022 at 7:30 PM at Fire Station 1 Training Room - 31313 Brush Street

**PRESENT**

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

**ABSENT**

Mayor Pro Tem Mark Bliss

**OTHERS PRESENT**

City Manager Marsh  
City Attorney Sherman  
City Clerk Rottmann

Councilwoman Aaron gave the invocation and the Pledge of Allegiance followed.

**CM-22-184. Excuse Councilmember.**

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

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-185. Additions/Deletions.**

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to add to the agenda, under Communications, Item #16 - Request to Recognize Madison Heights Citizens United as a Non-Profit Organization for the Purpose of Obtaining a Charitable Gaming License.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-186. Special Approval PSP 22-05 - Lutfi Alrishood D/B/A 'Dino Land' - 32109 John R Road - Indoor Recreation In A B-3, General Business District.**

City Manager Marsh reviewed Special Approval Request PSP 22-05 from Lutfi Alrishood, D/B/A 'Dino Land' at 32109 John R Road, for indoor recreation in a B-3, General Business District.

Mayor Grafstein opened a public hearing at 7:39 p.m. to hear comments on Special Approval PSP 22-05.

Stuart Frankle, owner and developer of Madison Plaza, stated that Dino Land is a tenant in another community and is a great tenant and would be an asset to the community.

Mr. Alrishood, owner, stated that this is a family owned business. He started in 2019 and the venue is an alternative to an arcade for kids. It provides a nice setting for kids to play in and cafe for parents to watch. He wanted to open a second store and this keeps kids active, off the screen and is a healthy entertainment for kids. There are daily admissions, memberships, birthday parties and a kitchen available and he is hoping for an October opening. Admission is \$12 for ages 2 and up and \$6 for ages under 2.

Seeing no one further wishing to speak, Mayor Grafstein closed the public comments at 7:43 p.m.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming:

WHEREAS, a Special Approval Board application has been received from 32109 John R Road, requests for approval for indoor entertainment in a B-3, General Business district; and

WHEREAS, a public hearing was published in the Royal Oak Tribune on May 25, 2022 and notices were mailed to property owners within 500 feet of the aforementioned property; and

WHEREAS, a report has been received from the Community and Economic Development Department stating:

**Introduction**

The applicant, Lutfi Alrishood, requests special use approval to operate an indoor children's recreation business within an existing commercial retail center. The subject property is located at 32109 John R Road (PIN 44-25-02-226-030), and is zoned B-3, General Business. The property is commonly known as 'Madison Place' shopping center. The applicant does not propose site modifications as part of this special approval request.

**Background and Analysis**

The applicant proposes to operate an indoor children's playground and café known as 'Dino Land' within a vacant retail space at the Madison Place shopping center. The vacant retail space is approximately 9,600 square feet. Per the project

description, the business will provide an indoor playground for children, four private birthday party rooms, and a café.

Per Section **10.326**, ‘*video arcade businesses and indoor and/or outdoor recreational businesses*’ are permitted as a special use within the B-3 zoning district.

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

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

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

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

#### Existing Zoning and Land Use

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

	<b>Existing Land Use</b>	<b>Existing Zoning</b>
<b>Site</b>	Retail/Commercial	M-2, Heavy Industrial
<b>North</b>	Retail/Commercial	M-2, Heavy Industrial
<b>South</b>	Retail/Commercial	M-2, Heavy Industrial
<b>East (across John R Rd.)</b>	Retail/Commercial	M-2, Heavy Industrial
<b>West (across Barrington St.)</b>	Multi-Family Residential	R-M, Multi-Family Residential

32109 John R Road is located within the Madison Place shopping center. With the exception of the Lexington Place apartments to the west, the site is surrounded by commercial and retail zoning/uses.

The subject site is zoned B-3, General Business, which, per the Zoning Ordinance, is, “*designed to provide sites for more diversified business types and is often located so as to serve the passer-by traffic.*”

#### Future Land Use and Master Plan

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



	<b>Future Land Use</b>
<b>Site</b>	Mixed Use Innovation
<b>North</b>	Commercial
<b>South</b>	Mixed Use Innovation
<b>East (across John R Rd.)</b>	Commercial
<b>West (across Barrington St.)</b>	Multiple Family Residential

The future land use designation of the subject site is ‘*Mixed Use Innovation.*’ Per the Master Plan, Mixed Use Innovation is a new land use designation that is intended to, “*encompass existing areas within the city that are changing from older industrial and commercial uses to newer uses [...]. This designation encourages a mix of office, service, commercial, and light industrial uses.*” The Master Plan further calls out the Madison Place shopping center as an area where the City should encourage flexibility of uses and encourage reinvestment.

### **Site Plan Review Committee**

The Site Plan Review Committee (SPRC) reviewed the special use application at their May 25<sup>th</sup>, 2022 meeting. The SPRC did not cite any concerns with the proposed use.

### **Findings and Recommendation**

Staff offers the following findings for City Council consideration:

1. The applicant requests special use approval to operate an indoor children’s recreation business within an existing commercial retail center at 32109 John R Road.
2. The subject property is zoned B-3, General Business, and is improved with the Madison Place shopping Center.
3. The proposed use is consistent and compatible with adjacent commercial/retail uses and adjacent zoning.
4. The proposed use is consistent and compatible with the Mixed Use Innovation future land use designation as envisioned within the Master Plan.
5. The proposed use generally satisfies the special use approval review standards and criteria listed in Section 10.201(4).

Based on these findings, staff recommends that the City Council **approve** the requested special use application for an *indoor recreational* use at 32109 John R Road.

NOW, THEREFORE, BE IT RESOLVED, that the Madison Heights City Council, acting as Special Approval Board in accordance with section 10.20 of the Code of Ordinances, hereby APPROVES the request for Special Use PSP 22-05 to permit indoor recreation at 32109 John R Road in a B-3, General Business District.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**Meeting Open To The Public.**

Resident (no name or address given), stated that she was a 37-year tax payer in the City. She stated that statements made by Councilor Wright in the past were inaccurate and stated that HREC is not above criticism and other opinions should be taken into account.

Lynn Tinkham, resident, stated she lived behind the church of Nazarine and she requested the 3 story high cotton wood tree be taken down behind her lot. She also requested that the plasma business be cited by Code Enforcement since plasma bandages keep coming into her yard and her garage.

Kevin Wright, Board of Director on Citizen United, spoke in support for the Juneteenth event. We will gather on Saturday to celebrate liberty, freedom and what it is to be a part of the great American mosaic.

Laurie Gerald, spoke in support of the City Resolution to recognize Madison Heights Citizens United as a non-profit organization so that they can obtain a license to hold a raffle. She stated that Juneteenth is a labor of love with hundred of hours of labor and dedication going into making the event a success.

Michael Jerome Howard II, pastor and Madison Heights Citizens United Director, spoke on history of Juneteenth and stated they would love to have the full support of the City at the event.

**CM-22-187. City Manager - Emergency Purchase, Change Order #1 and #2 - Adams Demolition for 901 and 945/959 E. Ten Mile.**

Motion made by Councilor Rohrbach, Seconded by Councilor Wright to receive and file the Emergency Purchase, Change Order #1 and #2 - Adams Demolition for 901 and 945/959 E. 10 Mile.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-188. GFL - Service Update.**

Don Barretta from GFL provided City Council with a service update for the City. He stated GFL has been with Madison Heights for several years and are happy to service the community. In response to Council questions, Mr. Barretta stated that it is very rare

to get complaints, but GFL does have a supervisor in the City five days per week to respond. Mr. Baretta stated that they have been operating a little later in the community. DPS Director Almas confirmed that DPS has not received very many complaints on late pickup, but the later pickups are resulting from construction in the area. Mr. Baretta informed Council that currently problems do arise from getting heavy duty equipment and parts. Mr. Almas advised that anyone with a complaint can call DPS staff and that complaint will be directed to GFL; he also reminded residents to put their can out by 7 a.m.

**CM-22-189. Contract for Assessing Services (Budget Amendment).**

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve a budget amendment for Fiscal Year 2023 in the amount of \$8,755.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-190. Contract for Assessing Services.**

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve a 1-year assessing services contract with Oakland County for July 1, 2022 to June 30, 2023 in the amount of \$212,776.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-191. 2022 Oakland County Local Road Improvement Program (LRIP) Cost Participation Agreement.**

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming, to approve the Cost Participation Agreement for the 2022 Local Road Improvement Program and authorize the Mayor to sign on behalf of the City.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-192. Council Approval of the 2022 Festival in the Park Fireworks Display Permit (Rescind Motion #22-140).**

Motion made by Councilman Soltis, Seconded by Councilwoman Aaron, to rescind the previous permit approval to Great Lakes Fireworks, due to their inability to commit to delivering the 2022 Festival in the Park Fireworks Display.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Councilman Fleming, Councilor Rohrbach, Councilman Soltis, Councilor Wright  
Absent: Mayor Pro Tem Bliss  
Motion Carried.

**CM-22-193. Council Approval of the 2022 Festival in the Park Fireworks Display Permit.**

Motion made by Councilman Soltis, Seconded by Councilwoman Aaron, to approve permit for 2022 Festival Display from Pyrotecnico Fireworks, and authorize the Mayor to sign on the City's behalf.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Councilman Fleming, Councilor Rohrbach, Councilman Soltis, Councilor Wright  
Absent: Mayor Pro Tem Bliss  
Motion Carried.

**CM-22-194. Resolution Adopting Poverty Exemption Guidelines.**

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the 2022 Poverty Exemption Guidelines Resolution, in compliance with PA 253 of 2020, as follows:

**RESOLUTION ADOPTING  
POVERTY EXEMPTION GUIDELINES**

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

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

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2. File a claim with the Board of Review on a form provided by the **City Assessor's Office**  
The form must be filled out in its entirety and returned in person. Handicapped or

infirm applicants may call the **Assessor's Office** to make necessary arrangements for assistance.

3. Submit the most recent year's copies of the following:
4. All applicants and other persons residing in the homestead **must** submit last year's copies of the following:
  - a. Federal Income Tax Return-1040, 1040A or 1040E.
  - b. Michigan Income Tax Return-MI1040, MI1040A or MI1040EZ.
  - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1.
  - d. General Homestead Property Tax Claim MI-1040CR-4.
  - e. Statement from Social Security Administration and/or Michigan Social Services as to moneys paid to you during previous year.
  - f. All copies of the prior year bank statements (including December) as well the statement(s) from the current month.
  - g. Family Independence Program (FIP) and/or Food Assistance Program (FAP) statement of benefits.
  - h. Complete IRS form 4506-T and return it with the application.
5. Produce a valid driver's license or other form of identification for all persons residing in the household.
6. Produce a deed, land contract or other evidence of ownership of the property for which the exemption is requested.

**BE IT FURTHER RESOLVED** that applications may be filed only once annually beginning January 1<sup>st</sup> each year for the March Board of Review or beginning May 1<sup>st</sup> until the day prior to the last day of the Board of Review meeting.

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

**BE IT FURTHER RESOLVED** that meeting the income level guidelines does not guarantee 100% exemption, at their discretion, the Board may approve 25%, 50% or 100% exemption, if deemed appropriate.

**BE IT FURTHER RESOLVED** that if the Board of Review determines that the applicant has or should have income from other sources, such as relatives, dependents and/or friends, they may add this income to the applicant's reported income. If the resulting sum of these incomes is greater than the income guidelines, then a poverty exemption may be denied. If the amount of this income is added to the applicant's reported income and the resulting sum is less than the income guidelines, then a poverty exemption may be granted.

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

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

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

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

**BE IT FURTHER RESOLVED** that a poverty exemption shall not be granted to any applicant whose assets exceed \$10,000. An applicant's homestead and principal vehicles shall be excluded from consideration as an asset. All other property, including from all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to: cash, savings, stocks, bonds, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.

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

**BE IT FURTHER RESOLVED** a person filing a poverty exemption claim is not prohibited from also appealing the assessment on the property for which that claim is made before the March Board of Review in the same year.

**BE IT FURTHER RESOLVED** that the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year. In reviewing the application and all supporting documentation, the Board of Review will consider income, assets, and potential earning capacity of the applicant.

**BE IT FURTHER RESOLVED** that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the City of Madison Heights hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it

adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

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

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-195. Purchase of 2 Police Patrol Vehicles.**

Motion made by Councilwoman Aaron, Seconded by Councilor Rohrbach, to award the purchase of two Dodge Durango Pursuit vehicles to Galeana's Van Dyke Dodge, of Warren, Michigan, in the total amount of \$78,110, under the Oakland County Cooperative Purchasing bid.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-196. Ordinance No. 2181 - Medical Marijuana Ordinance Amendment, Second Reading.**

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming, to approve Ordinance No. 2181, Medical Marijuana Ordinance Amendment, on Second Reading as follows:

ORDINANCE NO. 2181  
CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY,  
MICHIGAN

**AMENDMENT TO THE CODE OF ORDINANCES**

An Ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Article XVI, Chapter 7, Section 7-308 of the Code of Ordinances, City of Madison Heights, Michigan, to set the number of licenses for allowed Medical Marijuana Facilities and to amend scoring criteria for Medical Marijuana Facilities, to protect the public health, safety and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

## **SECTION 1. Amendment.**

That Article XVI, Chapter 7, Section 7-308 of the Code of Ordinances, City of Madison Heights, Michigan, are amended in their entirety to read as follows:

### **ARTICLE XVI. – MEDICAL MARIHUANA FACILITIES**

#### **Sec. 7-308. – Scoring and Selecting Applicants.**

- (a) In the event the City receives more eligible applications for a specific type of city license than is authorized by the City, the City shall select the Applicant or Applicants most suitable to operate its facility based on an objective and competitive process. This process is subject to the provisions of this Section. This process is only necessary if the City receives more eligible applications than is authorized for any given type of Medical Marihuana Facility.
- (b) A three person panel consisting of the City Manager, City Attorney, and Chairperson of the City's Planning Commission, or their designees, on behalf of the City shall assess, evaluate, score, and rank all impacted applications and authorize the City's issuance of all Marihuana licenses to those Applicants receiving the highest score. In its application assessment, evaluation, scoring, ranking, and deliberations, the City shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the City consistent with the requirements, conditions, and provisions of this Section. The detailed scoring and ranking system shall be provided to each Applicant and included in the application materials developed by the City.
- (c) Initial scoring and ranking shall be conducted and applied by the City on the basis of assigned points from zero (0) points to two hundred (200) points with the lowest overall total score as zero (0) points and the highest possible total score being two hundred (200) points. In the City's selection process, If no application receives a score higher than 170 in this process, the City reserves the right to reject all applicants.

Scoring categories include, and are limited to the following scoring points and criteria:

- (1) The content and sufficiency of the information provided by Applicant in the application. The maximum number of scoring points in this category shall be ten (10) points;
- (2) Whether the Applicant's proposed use is consistent with the land use for the surrounding neighborhood and will not have a detrimental effect on traffic patterns, health, welfare or safety of residents or abutting properties. All proposals must be entirely located in the designated



“green” zone from the map approved by City Council. The maximum number of scoring points in this category shall be ten (10) points;

- (3) Planned neighborhood physical area improvement on behalf of the Applicant, and whether the Applicant or its stakeholders have made, or plan to make, significant physical improvements to the area around the property or other areas contiguous to the property that would include, but not be limited to, plans to eliminate or minimize traffic, noise, and odor effects on the surrounding neighborhood and improve the surrounding neighborhood and area. Planned outreach may also include plans to make significant physical improvements to other local private or public roads, right of ways, alleys, parks or any other private or public property that would benefit the surrounding area. The maximum number of scoring points in this category shall be twenty (20) points.
- (4) The business probity, moral reputation, and relevant criminal history of Applicant or any of its stakeholders; Whether the Applicant or any of its stakeholders have a clean record of acts detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application; Whether the Applicant or any of its stakeholders have owned similar marihuana industry businesses in the nation with solid business practices. The maximum number of scoring points in this category shall be twenty (20) points.
- (5) Whether Applicant and its stakeholders have made or plan to make significant capital improvements to the proposed facility, the surrounding neighborhood, and/or the City. This includes, but is not limited to:
  - (A) The total overall capital investment in funds to be invested in the renovations to the parcel that will house the proposed marijuana business including the increase in taxable value, including the overall investment in equipment, fixtures, and other related items;
  - (B) The total number of years that a property or site, to be renovated by the Applicant, has been vacant;
  - (C) How significant the upgrades or renovations to the property and surrounding area are, such as, but not limited to: the extent of renovations to an existing building or buildings; the extent of new construction of a building or buildings; the extent of renovation to a location or site that may involve a derelict property involved site or other like condition on the property; the overall size of the site and building or buildings of the proposed renovations;
  - (D) Whether or not the property to be improved has an environmentally friendly design and environmentally friendly

production and stormwater management design and plans that improve green infrastructure of the city;

- (E) The extent of, and additions to or extra security measures taken above the minimum security measures required under state law; the extent of, and additions to or other extra measures taken above the state minimum requirements for growing, processing, testing, transporting or selling medical marihuana;
- (F) The extent of upgrades and renovations to the landscaping, parking, lighting and similar to the site and surrounding area.

The maximum number of scoring points in this category shall be fifty (50) points.

- (6) Whether Applicant and its stakeholders have reasonably and tangibly demonstrated that it possesses sufficient financial resources to fund, and the requisite business experience to execute its business plan and proposed operations in its application; Whether Applicant or its stakeholders have disclosed the total investment dollar amount and supplied supporting documentation to support the estimate; Whether Applicant and its stakeholders have reasonably and tangibly disclosed its funding sources and relevant background of those funding sources; The maximum number of scoring points in this category shall be twenty (20) points;
- (7) The number of full-time and part-time positions anticipated by Applicant, and whether Applicant has articulated plans or strategies to attract, hire and retain employees that are residents of the City. Whether Applicant has articulated plans or strategies in providing competitive compensation, benefits or educational programs to its employees. The maximum number of scoring points in this category shall be ten (10) points;
- (8) Whether Applicant has obtained, is likely to obtain, or plans on obtaining additional City Licenses and State operating licenses, under the MMFLA and Michigan Regulation and Taxation of Marihuana Act (MRTMA), at its proposed location in the City to co-locate a Medical Marihuana Facility Class C Grower, a Processor and Provisioning Center and Adult-Use Marihuana Establishment Class C Grower, Processor and Retailer at a single location or site within the City. Applications that incorporate, or co-locate, a licensed Class-C grower, licensed processor and licensed provisioning center and retailer in the same location, in strict compliance with the conditions and provisions of the MMFLA, MRTMA the Administrative Rules and this Article and Article VII in Section 7 of the City's Code of Ordinances for the operation of these separate licenses at the same location, for each type of license, shall be considered more preferential than single license locations for these specific types of

licenses. The maximum number of scoring points in this category shall be forty (40) points;

- (9) Whether the planned signage for the proposed location is detrimental to the public health, security, safety, morals, good order, general public welfare or image of the City or is of a nature that is consistent with the land use for the surrounding neighborhood and of such a design and location that is in harmony with the purpose and intent of this Article. This includes, but is not limited to, the size, location, construction materials of the sign and/or design of the sign, logos, or lighting. The maximum number of scoring points in this category shall be ten (10) points.
- (10) Applicant agrees that is selected, issuance and renewal of Licenses is contingent on joining and participating in the city's Marihuana Community Advisory Committee. Licenses agree to donate \$25,000 annually plus provide 1% of annual net profits for the Marihuana Community Advisory Committee payable to the City of Madison Heights. Further the applicant will appoint one-member to serve on the Community Advisory Committee for the review and consideration of funding awards and community outreach. The maximum number of scoring points in this category shall be ten (10) points.
- (d) The City may engage professional expert assistance in performing the City's duties and responsibilities under this Section.
- (e) After the City has processed and scored all eligible applications, the City shall prepare a summary and report listing the overall score and basis for this determination for all eligible applications. The City shall then notify the selected Applicants of the granting or denial of a license.
- (f) The City may establish additional application periods for Applicants seeking new licenses for eligible medical marihuana facilities within the City, as needed, via resolution of City Council.
- (g) Any City license issued under this Article must be established, a Certificate of Occupancy issued, and full compliance achieved in accordance with its application for such license and any relevant City ordinances regulating Marihuana Licensees within six months of issuance. Licensees delinquent in satisfying the requirements of this Section within the required time shall either post a surety bond of fifty thousand (\$50,000.00) dollars to assure imminent compliance or immediately surrender the license. Upon filing a surety bond, Licensee has an additional ninety (90) days to achieve compliance with the requirements of this Section or the surety bond amount shall be forfeited to the City and the license revoked. Licensee may appeal such a revocation to a hearing officer appointed by the City Council as allowed under Sec 7-33. The surety bond

amount will be returned to the Licensee within twenty (20) days of compliance with this Section if it has not been forfeited. The City may extend the time periods for Licensee compliance of this Section at sole discretion of City Manager for extraordinary circumstances. Failure by a Licensee to post a surety bond or relinquish a license in accordance with the provisions of this Section are punishable pursuant to Sec 1-7.

## **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 11:30 a.m. and between the hours of 12:30 p.m. and 4:30 p.m. on regular business days.

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

Voting Nay: Councilman Soltis

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-197. Ordinance No. 2183 - 2021 Property Maintenance Code - First Reading.**

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron, to approve Ordinance No. 2183, 2021 Property Maintenance Code, by name and title only on First Reading and schedule a second reading for June 27, 2022, as follows:

ORDINANCE NO. 2183  
CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY,  
MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

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 6, Article VII, to adopt a property maintenance code to insure the public health, safety, and welfare.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-198. Ordinance No. 2186 - 2021 International Fire Code - First Reading.**

Motion made by Councilwoman Aaron, Seconded by Councilman Soltis, to adopt Ordinance No. 2186, 2021 International Fire Code, by name and title only on First Reading and schedule a Second Reading for June 27, 2022, as follows:

ORDINANCE 2186  
CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY,  
MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An Ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 12-26 and 12-27, of the Code of Ordinances to adopt by reference the 2021 Edition of the International Fire Code, including Appendix Chapters B, C, D, E, F, and G, as published by the International Code Council, to protect the public health, safety, welfare and property within the City of Madison Heights.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-199. Rezoning Request PRZN 22-01(Ordinance No. 2184) - Rezone 30151, 30171 and 30183 Dequindre Road from R-3, One-Family Residential, to R-M, Multiple-Family Residential, First Reading.**

Motion made by Councilwoman Aaron, Seconded by Councilor Rohrbach, to adopt Ordinance No. 2184, Rezoning request for 30151, 30171 and 30183 Dequindre Road, by name and title only on First Reading as follows, and schedule a public hearing and Second Reading on July 11, 2022.

ORDINANCE NO. 2184  
CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY,  
MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending the zoning map in connection therewith.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Councilman Fleming, Councilor Rohrbach, Councilman Soltis, Councilor Wright  
Absent: Mayor Pro Tem Bliss  
Motion Carried.

**CM-22-200. Rezoning Request PRZN 22-02(Ordinance No. 2185) - Rezone three (3) parcels of land at 29022 Stephenson Hwy. from M-1, Light Industrial, to B-3, General Business, First Reading.**

Motion made by Councilwoman Aaron, Seconded by Councilor Rohrbach, to adopt Ordinance No. 2185, Rezoning request for three (3) parcels of land at 29022 Stephenson Hwy, from M-1 Light Industrial to B-3, General Business by name and title only on First Reading as follows, and schedule a public hearing and Second Reading on July 11, 2022.

ORDINANCE NO. 2185  
CITY OF MADISON HEIGHTS,  
OAKLAND COUNTY,  
MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending the zoning map in connection therewith.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-201. Regular City Council Meeting Minutes of May 23, 2022.**

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the Regular City Council Meeting minutes of May 23, 2022 as printed.

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

Absent: Mayor Pro Tem Bliss

Motion Carried.

**CM-22-202. Council Comments.**

Councilwoman Aaron wished everyone a Happy Pride Month and a Happy Father's Day. She thanked Citizens United for hosting the Juneteenth Festival. As a black woman raising a black son, she is appalled at the racial narrative regarding the City. She has never been unwelcomed and always feels part of the community. She understands what is happening in the world, because she has a black son, so just because she doesn't see it doesn't mean it doesn't exist and she acknowledged others experiences.

Councilor Wright wished everyone a Happy Father's Day. It is also Men's Health Awareness Month and as men, we are taught to be providers but often not taught to take care of ourselves. Please remember to do so. He wished everyone a Happy Pride Month. He believes there is inequality, and talking about racism is not divisive; not talking about it is. He stated that he is open to having a dialogue about it. He stated that he is not retracting his previous statement referenced in the public comments and he wants our differences not to be marginalized, but celebrated. All our life stories are different. He encouraged all to come out to Juneteenth; come celebrate it and it is an event for all. Please remember to be kind.

Assistant City Attorney Burns had no comments this evening.

City Manager Marsh had no comments this evening.

City Clerk Rottmann stated that absentee applications were available for the August and November elections and they have been mailed to those on the permanent absentee application list. New Voter ID cards should be in resident's mailboxes soon; this is due to redistricting and changes in our precincts and legislative numbers.

Councilor Rohrbach thanked everyone who participated in the Arts and Pride event this past weekend. She stated that she is excited for Juneteenth and the Festival in the Park events. She wished a Happy Father's Day to all the dads. For many it is the last week of

school, and she expressed congratulations to the senior classes of the Lamphere and Madison high schools; you made it during these crazy times. She congratulated Katlyn Dugan for being Valevictoriam of Lamphere High School. With the upcoming election, please get out and vote. Councilor Rohrbach noted that gently used shoes are being collected for Youth Assistance.

Councilman Fleming had no comments this evening.

Councilman Soltis wished a Happy Father's Day to all. He stated that being up here as an elected official can be tough at times. He stated that while he understands freedom of speech, he wants to encourage us all to get along and not be divisive. We all work hard to be good public servants and this is what really matters.

Mayor Grafstein suggested implementing a Consent Agenda. She thanked everyone who came out to the meeting today and those who participated. She is hoping that this meeting taping is successful and the sound is good. She stated that this is the 40th anniversary of the beating of Vincent Chen, and on June 20<sup>th</sup>, Detroit Public Television will be airing programming about this event. She asked residents to please give GFL some grace; they aren't intending to pick up your garbage late. Juneteenth is this weekend, please come out. The next Council meeting is on June 27<sup>th</sup> here at Fire Station #1.

**CM-22-203. Adjournment.**

There being no further business, the meeting was adjourned at 8:51 p.m.

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Roslyn Grafstein  
Mayor

---

Cheryl E. Rottmann  
City Clerk



City Council Special Meeting  
Madison Heights, Michigan  
June 20, 2022

A City Council Special Meeting was held on Monday, June 20, 2022 at 6:00 PM at Fire Station 1 Training Room - 31313 Brush Street

**PRESENT**

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

**ABSENT**

Mayor Pro Tem Mark Bliss  
Councilor Emily Rohrbach

**OTHERS PRESENT**

City Manager Marsh  
Deputy City Manager/Police Chief Haines  
City Clerk Rottmann  
Fire Chief Lelito  
DPS Director Almas

**Meeting Open To The Public.**

There were no members of the public wishing to speak.

**CM-22-204. Civic Center Plaza and Fire Station 2 Renovation Project Bid.**

City Manager Marsh said the purpose of this meeting is to consider:

1. Approval of construction bids that came in for the Civic Center Plaza and Fire Station 2 Renovation Project with a total project cost of \$14.5million as submitted;
2. Waiving regulations or procedures pertaining to purchasing as in the interest of the City to do so under the City's competitive bid process and approve bid package 3, Bid package 4, and Bid package for Fire Station #2 as Frank Rewold and City Staff recommend; and
3. Amending the FY2023 Budget to increase the Capital Projects Funds (Fund 468 and 470) from \$12,772,195 to \$14,515,321.

Discussion followed on the following topics: inclusion and input from the Active Adult Center users; cost of materials; additions to the project; reason for need to waive the

purchasing procedures and regulations; use of union contractors; and project design and layout of Fire Station #2.

**CM-22-205. Amend FY 2023 Budget.**

Motion made by Councilwoman Aaron, Seconded by Councilman Soltis, to amend the FY 2023 Budget to increase the Capital Project Funds (Fund 468 and 470) from \$12,772,195 to \$14,515,321.

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

Absent: Mayor Pro Tem Bliss, Councilor Rohrbach

Motion Carried.

**CM-22-206. Amend Contract with Partners In Architecture (PIA).**

Motion made by Councilor Wright, Seconded by Councilwoman Aaron, to amend the contract with PIA to include the total project cost of up to \$14.5 million.

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

Absent: Mayor Pro Tem Bliss, Councilor Rohrbach

Motion Carried.

**CM-22-207. Waive Regulations Pertaining to Purchasing.**

Motion made by Councilwoman Aaron, Seconded by Councilman Fleming, to waive regulations or procedures pertaining to purchasing as in the interest of the City to do so under the City's competitive bid process and approve bid package 3, Bid package 4, and Bid package for Fire Station #2 as Frank Rewold and City Staff recommend.

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

Absent: Mayor Pro Tem Bliss, Councilor Rohrbach

Motion Carried.

Lauren Lee, Partners in Architecture, gave a presentation on the final design and layout for the Civic Center Plaza and Fire Station #2 renovation project.

**CM-22-208. Adjournment.**

There being no further business, the meeting was adjourned at 6:30 p.m.

\_\_\_\_\_  
Roslyn Grafstein  
Mayor

\_\_\_\_\_  
Cheryl E. Rottmann  
City Clerk

**CITY OF MADISON HEIGHTS  
TENTATIVE AGREEMENT  
06/17/2022**

**AFSCME LOCAL 1917.33  
AND THE  
CITY OF MADISON HEIGHTS**

**1. Duration:**

Three Years (July 1, 2022 – June 30, 2025)

**2. Wages:**

A. Classifications: 1-3: \$1.00/hr increase

Classifications: 4-8: 3%

i. \$700 signing bonus not rolled into base wage

B. 2.5%

C. 2.25%

**3. Medical Opt Out Payment:**

Increase to \$4,000 annually

**4. Maternity/Paternity Leave:**

Provide five (5) paid days for Maternity/Paternity Leave

**5. HCSP:**

Decrease employee contribution to 4%

**6. Defined Contribution Pension**

Increase to 8% employer contribution, Decrease to 7% employee contribution

**7. Article XVII – Overtime**

Tie barred to DPS Field Unit settlement

**8. Compensatory Time Off (CTO)**

7.5 hour employees increase to 75 hours

8.0 hour employees increase to 80 hours

Balance of article to remain status quo

**CITY OF MADISON HEIGHTS  
TENTATIVE AGREEMENT  
06/17/2022**

**AFSCME LOCAL 1917.33  
AND THE  
CITY OF MADISON HEIGHTS**

**9. Positions**

- Add Business Services Coordinator and Library Coordinator as 7.5 hour employees Grade 001(a)
- Add City Planner as 7.5 hour employee Grade 006(a)
- Reclassify Active Adult Center Coordinator as 8.0 hour employee Grade 003(a)
- Reclassify Recreation Coordinator as 8.0 hour employee Grade 003(a)

**10.** All other provisions will be carried forward.

FOR THE CITY



6/17/22

DATE

FOR THE UNION



6/17/22

DATE



MASTER AGREEMENT

BETWEEN

THE CITY OF MADISON HEIGHTS

AND

THE MUNICIPAL EMPLOYEES UNION TECHNICAL,  
PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF  
MICHIGAN (TPOAM)

JULY 1, 2022 TO JUNE 30, 2025

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This Agreement is entered into on this 21<sup>st</sup> day of November, 2022 between the City of Madison Heights, Michigan, County of Oakland (hereinafter referred to as the "Employer") and the Municipal Employees, Technical, Professional and Officeworkers Association of Michigan, (hereinafter referred to as the "Union" or "TPOAM"). The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union. To these ends, the employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE I – RECOGNITION**

**SECTION 1.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Madison Heights does hereby recognize the Madison Heights Municipal Employees Union, Technical, Professional and Officeworkers Association of Michigan, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment for those non-supervisory salaried employees in the following Departments, not covered by other contracts: City Assessor, City Clerk, Community Improvement, Community Development, Fire, Library, Police Department Clerical and Animal Control Officer, General Administration, Department of Public Service and Finance Department but excluding the Purchasing & Personnel Coordinator and Executive Assistant.

**SECTION 2.** To the extent that the laws of the State of Michigan permit, it is agreed that:

(1) Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

(2) The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

(3) Deductions for any calendar month shall be remitted to the TPOAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(4) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(5) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

(6) The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.



**SECTION 3.** Only full-time permanent employees will be represented by this Union that come within the jurisdiction of this Agreement. Part time and seasonal employees are excluded from the bargaining unit. The number of hours that establish Part time employment shall be defined by the City. Seasonal employees are defined as those employees who are hired for limited periods of time not to exceed six months including employees sponsored by the jobs training partnership act (JTPA) and Michigan Youth Corps (MYC) or other federal or state jobs programs. Where Union concurrence is required prior to City participation in JTPA or MYC programs, the Union shall not withhold such concurrence and specifically shall not do so as a result of a dispute with the City over grievances or contract negotiations.

**SECTION 4.** The City will deduct, upon signed authorization by the requesting employee and countersigned by a Union officer, all dues or service charges as stated for the Madison Heights Municipal Employees Union, and forward same to the Union's Treasurer each month.

**SECTION 5.** The Union agrees to indemnify and hold the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from any employee's pay of Union dues or collective bargaining service fees. The Union assumes full responsibility for the disposition of the deduction so once they have been made to the Union.

## **ARTICLE II - REPRESENTATION**

***SECTION 1.*** The Union shall be represented at all negotiations by not more than three (3) representatives of the Union. It is agreed that negotiations may take place during work hours with two employees being excused from their jobs without loss of pay. Said committee shall be authorized by the Union to bargain for the individuals in the Union and shall be able to execute Agreements binding on the members of this Union in their dealings with the City. The Union shall negotiate with such representatives of the City government as are provided by resolution, ordinance, or policy, adopted by the City Council, City of Madison Heights. Employees shall be represented by a Chief Steward and alternates shall be named in the absence of said Steward with the City Manager notified immediately of any designated changes in representation.

## **ARTICLE III - HEALTH INSURANCE**

### ***SECTION 1. HOSPITALIZATION INSURANCE***

(A)

(1) Effective January 1, 2012, all eligible employees shall be enrolled into Blue Cross Blue Shield Community Blue 4 (CB4) medical plan with a closed formulary \$5 generic/\$40 preferred brand/\$80 non-preferred brand prescription drug card.

The CB4 medical plan shall include a \$500 single/\$1,000 couple/family first dollar deductible, after which coinsurance will be provided at 80% with an annual employee maximum co-insurance out of pocket at \$1,500 single and \$3,000 family. In accordance with Health Care Reform preventative care is covered 100%. Copays shall include \$30 for office visits, \$30 for urgent care, and \$150 for emergency room visits. The \$150 emergency room co-pay may be waived at the discretion of and as approved by Blue Cross Blue Shield.

Effective July 1, 2019 the City will also provide Blue Cross Blue Shield Simply Blue PPO with a \$5 generic/\$40 preferred brand/\$80 non-preferred prescription drug card as a voluntary option for employees.

Effective January 1, 2012, the City shall establish a Cafeteria Plan Section 125 Flexible Spending Account (FSA) for qualified medical expenses compliant with all IRS regulations. Employees may elect to contribute into the FSA on a pre-tax basis up to a limit set by the employer in compliance with IRS regulations and Health Care Reform. Employees must establish their contributions each calendar year, and the amount may not be altered unless the employee experiences a qualifying event as defined by the IRS. The City shall not contribute into the employee's FSA for calendar year 2011, 2012 or 2013. Effective with calendar year 2014 the City's contribution into the FSA will be in accordance with Article III Section 6.

Effective July 1, 2019 the FSA plan year shall be July through June to coincide with the medical plan year.

Qualified purchases during the plan year using FSA funds must be submitted for reimbursement no later than the last day of September following the close of the plan year June 30<sup>th</sup>. Any money contributed into the FSA and not spent will be forfeited by the employee, except for a \$500 roll-over as governed by IRS regulations.

The City reserves the right to self-insure any and all medical insurance plans as described in this Collective Bargaining Agreement at the City's sole discretion.

Effective with payroll check dated July 5, 2013 the City implemented 20% health care premium sharing for all full-time employees in accordance with Public Act (PA) 152, and Council Resolution passed at the Regular Meeting of December 17, 2012. Should PA 152 be repealed, the parties will renegotiate the impact.

Effective with payroll check dated July 14, 2017 the City reduced the health care premium sharing for all full-time employees from 20% to 10%. The 10% premium sharing and PA 152 opt-out by City Council will continue for the next contract effective July 1, 2018 and will not be subject to change or negotiations during the term of that contract; however, the moratorium on these issues will be no more than three (3) years and will be subject to negotiation no later than June 30, 2020.

(2) Blue Cross defines family to include you and/or your spouse and your children through the end of the calendar year in which they reach their nineteenth (19th) birthday; however, as noted in Section 2 below, the City shall comply with the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010, and as such the current regulations state that for health plan years beginning on or after September 23, 2010, coverage is extended to eligible children until they reach the age of twenty-six (26). Employees may, at their option and at their own expense, upon proper notification to the Treasurer's Office, provide protection for other dependents under the family continuance and sponsored dependents riders, such as: parents, blood relatives, members of their household, and for children over twenty-six (26) years of age or age as required by the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010. In no case shall any employee be allowed duplicate coverage.

(3) A Coordination of Benefits Program with disclosure of other carriers is in effect. Each new employee shall provide the City with his or her spouse's name, social security number, employer, and the name of any employer paid hospitalization plan which is available to the spouse at his/her place of employment. The City in conjunction with BC/BS will implement coordination of benefits pursuant to MCLA 550.251 et. seq. and rules of the state insurance commission, both of which are hereby incorporated by reference as though fully set forth herein.

(4) For all periods prior to February 1, 2003, hospitalization was provided in accordance with the language in the predecessor Collective Bargaining Agreement.

(B)

- (1) Effective July 1, 2022, opt-out payment shall be increased to \$4,000 paid annually. This "opt out" program applies only to employees who are eligible to have two-person or family coverage in the Community Blue PPO Option 4 insurance plan, or who have single coverage and are eligible to be covered under their spouse's plan elsewhere. Eligibility is also contingent upon the employee providing proof to the City that he/she has health insurance coverage under their spouse's health insurance plan. City employees who are married to each other are not eligible to receive the "opt out" incentive.

(2) An employee may elect to become reinstated to the City's health insurance plan prior to the next regular annual enrollment period if and only if he/she provides proof to the City that he/she has lost health insurance coverage or proof of a HIPAA qualifying event. In all cases where an employee who received the "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this Agreement, each "opt out" payment shall be amortized at a rate of \$333.33 per month. For example, if the employee opted back on the City's plan on December 1, the employee would reimburse the City \$2,333.33 (\$333.33/month) for the period of December through June. The employee will be required to reimburse the City for advance payments of the opt-out incentive for each month during which the employee will be covered under the City's plan. The employee shall also reimburse the opt-out payment to the City according to the above schedule should his/her employment be terminated for any reason. The "opt out" payment shall not be counted in Final Average Compensation for retirement purposes.

(C) Full-term retirement is defined as twenty-five (25) years of service with the City. The limitations set forth above shall continue to be in effect.

For eligible full-term employees retiring on or after January 1, 2012, the City shall provide Blue Cross Blue Shield Community Blue 4 (CB4) at retirement to those employees hired prior to May 27, 2009. Should Community Blue 4 (CB4) not be available where the eligible retiree lives, then the City shall provide equal hospitalization insurance at no cost to the employee.

All full-term employees and their spouses at the time of retirement who retire on or after January 1, 2012, shall receive a closed formulary \$5 generic/\$40 preferred brand/\$80 non –preferred brand prescription drug card provided the employee was hired prior to May 27, 2009 subject to mirroring below.

The following benefit, which does not cover past retirees, applies to all current employees hired on or before August 20, 1998. In case of the death of a retiree who retired on or after August 20, 1998, the City will provide single coverage hospitalization insurance for the surviving spouse. Coverage is limited to that person married to the employee as of the date of retirement. City-paid coverage shall be limited to the least expensive City plan available as of the death of the retiree; however, the surviving spouse may, at his/her option, pay the full cost of the difference between the least expensive and more expensive plans in order to receive the more expensive plan (single coverage only). Coverage shall cease upon the spouse's death or if the spouse remarries or if the surviving spouse becomes eligible for hospitalization insurance from any other sources whatsoever. (The City's coverage shall become secondary as the Part B Supplement in the event the spouse becomes eligible for Medicare, unless the spouse is also eligible for coverage through a third party, in which case the third party's coverage shall be secondary as the Part B Supplement and the City's coverage shall cease.) Continuation of the spousal coverage is contingent upon periodic eligibility verification by the City.

### **ARTICLE III – HEALTH INSURANCE**

### **Continued**

All retirees retiring after May 27, 2009 and before March 2, 2019 must enroll in Medicare Parts A & B when they become eligible. Retirees shall be responsible for Medicare Part B premiums as established by the Federal Government; however, the City shall set up a program establishing a Health Care Savings Account (HSA) to allow employees to voluntarily fund themselves to pay for Part B premiums or other eligible medical expenses as determined by Internal Revenue Service's regulations. All retirees retiring after July 1, 2013, and who are eligible for retiree health insurance as defined by this Collective Bargaining Agreement, shall receive the same prescription drug benefits afforded to active employees.

Employees who retire on or after March 2, 2019 who are eligible for retiree health care shall mirror the active employee health care plan as well as the prescription drug benefits afforded to active employees.

Upon the attainment of Medicare age, retired members who are eligible for retiree health care and who retire on or after March 2, 2019 shall be provided a \$300 stipend per month per employee and per eligible spouse to purchase Medicare Supplemental insurance, at which point all City obligations shall cease.

Effective with an open enrollment period as established and announced by the City after this Agreement is executed, the City shall offer to any member of the bargaining unit, who is eligible for retiree health care with less than twenty (20) years of credited service the option to participate in a retirement health care buy-out program. Should a member choose to participate, the City shall deposit \$4,000 per year of credited service into a Retirement Health Care Savings (RHCS) Account, after which the employee shall be eligible to participate in the City's RHCS for all future years of service in accordance with the provisions below and the City's obligation to provide Retiree Health Care will be ended.

For all eligible full-time employees hired after May 27, 2009, no retiree health insurance shall be provided. Such employees shall be provided with a Health Care Savings Program (HCSP). The City shall contribute \$100 per month into the HCSP and the employee shall contribute 8% of his or her base salary on a tax-free basis.

Effective July 1, 2022 the employee contribution shall be reduced to 4% for eligible full-time employees hired after May 27, 2009.

Effective September 14, 2015, for employees hired after July 1, 2009, the City's contribution to the Health Care Savings Plan will be changed from \$100 per month to an amount equal to 3% of the employee's base wage per month. Should the 3% calculate at less than \$100 per month, that member will receive \$100 per month until such time that the 3% is equal to or greater than \$100 per month.

All current employees may voluntarily contribute post-tax earnings into a Health Care Savings Program with 0% employer contribution, as allowed by the MERS plan.

## **ARTICLE III – HEALTH INSURANCE**

**Continued**

Upon termination of employment with the City, for any reason, the employee contribution portion of the account would be available for use on a tax-free basis for any medically related expense as allowable

under IRS regulations. The employer contribution portion would be available to the employee for medically related expenses as allowable under IRS regulations after a seven (7) year vesting period.

Effective July 1, 2017, the employer contribution portion shall be available to the employee after a five (5) year vesting period.

### ***SECTION 2. DENTAL INSURANCE***

Effective November 1, 2003, the City shall provide Delta Dental Premier dental program coverage to employees and dependents (spouse and eligible children).

Coverage as herein provided is Class I benefit basic dental services, Class II benefit, periodontic/endodontic dental services, and Class III benefit prosthodontic dental services, each at 85% in-network and 75% out-of-network.

The City will provide Class IV, orthodontia services, 50% with a maximum lifetime benefit of \$1,000.

The maximum benefit per person per contract year is \$1,500 for Class I, II and III benefits.

### ***SECTION 3. OPTICAL INSURANCE***

The City shall pay the full cost of the current Co-Op Optical program.

***BENEFITS:*** Each eligible employee, spouse, all dependent children under 19 years of age and bona fide dependent college students are entitled to an eye examination and a pair of glasses, if needed, once every two years.

This plan provides single vision lenses or for wearers of bifocals a choice of kryptok or D-seg 25 mm bifocal lenses or trifocal lenses in glass or plastic. There is an allowance of \$58.00 towards any frame.

Or for patients who prefer contact lenses to glasses, there will be an allowance towards contact lenses. This exam is a necessary prerequisite to determine if contact lenses are suitable for the patient.

Or for post cataract patients, there will be a \$50.00 allowance towards the total cost for lenticular lenses.

***SURCHARGES:*** A patient selecting other items available in the optical office but not included in the plan (i.e., other multifocal lens types, oversize lenses, more expensive frame styles or indoor tints) would pay his own surcharge. A patient selecting frames not included in the funded plan would pay the marked price minus \$58.00.

### **ARTICLE III – HEALTH INSURANCE**

### **Continued**

There will be a lens surcharge on heavy prescriptions when the lens power exceeds 10.00 diopters spherical and/or 4.00 diopters cylindrical. Glasses will be available to wearers of corrective lenses only. This plan does not cover outdoor tints (sunglasses).

#### ***SECTION 4. ALTERNATE INSURANCE PROGRAMS***

The City shall have the right to change, consolidate or modify the insurance benefit programs in effect on or after July 1, 1980, provided, however, that any change, consolidation or modification shall provide similar or greater benefits enjoyed by the employee during the term of this Agreement.

#### ***SECTION 5. PATIENT PROTECTION AND AFFORDABLE CARE ACT /HEALTH CARE REFORM ACT OF 2010***

The City shall comply with all provisions of the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010 as they apply to both active employees and retirees, and as such health insurance plans are subject to change in order to remain in compliance with same and avoid penalties and subsidies.

The City reserves the right to maintain or institute cost containment measures relative to insurance coverage in order to remain in compliance with Health Care Reform, and the employer OR the Union may reopen the contract to address Health Care Reform issues only.

#### ***SECTION 6. PHYSICAL EXAMINATION***

Effective February 1, 2003, the City shall reimburse \$125 annually for the purpose of an annual physical examination upon application and presentation of appropriate receipts, including prescription glasses and prescription contact lenses. Said reimbursement shall cover physical examination only and shall not apply toward treatment of illness or injury.

Effective September 22, 2003 any unused portion of the \$125 reimbursement may be applied to prescription drugs at \$10 per prescription during the annual reimbursement period from June 15 through June 30 for the current fiscal year. Valid receipts must be submitted to the Finance Department during this reimbursement period in order to receive the \$10 payment for each prescription.

Effective May 27, 2009, eligible dependents shall be included in the \$125 reimbursement program as described above.

Effective with the July 1, 2013 - June 30, 2017 Collective Bargaining Agreement, the physical examination reimbursement program shall be eliminated; instead, the City will provide \$125 into each employee's Flexible Spending Account (FSA) on an annual basis, which may be utilized by the employee in accordance with FSA regulations and guidelines.



#### **ARTICLE IV - FAMILY AND MEDICAL LEAVE**

Nothing in this Agreement shall supersede the City's policy to comply with the federal Family and Medical Leave Act (FMLA).

#### **ARTICLE IV(A) – MATERNITY/PATERNITY LEAVE**

Effective July 1, 2022, the City shall provide five (5) days of paid maternity/paternity leave for members on approved maternity or paternity leave. This bank shall be awarded only upon birth or adoption of a child, and shall be separate from any other type of leave bank.

## **ARTICLE V - WORKER'S COMPENSATION**

- A) The provisions of the Worker's Disability Compensation Act of the State of Michigan shall apply in all accidents or injuries to employees in the course of employment.
- B) Each full-time employee who is unable to work as a result of an injury arising out of the course of his or her employment shall receive one-hundred percent (100%) for one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be chargeable to his or her sick leave; provided, however, that whenever an employee receives Worker's Disability Compensation for the first week of injury, he or she shall pay over equal compensation to the City of Madison Heights.
- C) When Worker's Disability Compensation benefits become effective, the employee may supplement such benefits with accrued sick leave allowance or vacation in that order up to the dollar amount of regular compensation received for a thirty-seven and one-half (37 1/2) hour work week where there are credits in the sick leave or vacation account. Sick leave may be used in amounts of less than half-day supplement pay up to thirty-seven and one-half (37 1/2) hours per week.
- D) When sick leave allowance or vacation is exhausted, further payments shall then be limited to the amount provided under the provisions of the Worker's Disability Compensation Act.
- E) An employee will not suffer loss of pay for time spent for doctor visits as a result of job related injury or illness. Such visits will only be allowed after approval by supervisor, unless scheduled on employee's time.
- F) Any employee who sustains a job related injury and has exhausted his or her earned leave time, shall accrue all fringe benefits (including sick and vacation days) not to exceed three (3) months from date of injury or illness, or after having exhausted sick and vacation benefits whichever is latest. Provided, however, that the City shall continue to pay hospitalization insurance premiums through the twelfth month following the injury.
- G) An employee injured on other gainful employment outside of City employment shall not be eligible for worker's disability compensation benefits from the City.
- H) In no case shall compensation received by the employee from all City insurance and City sources exceed the employee's actual wage.

## **ARTICLE VI - LIFE INSURANCE**

### ***SECTION 1.***

Employees shall be entitled to group life insurance valued at \$35,000. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights. Employees may purchase additional group life insurance through the City to the extent permitted by the insurance carrier, if desired. The additional premium may be deducted from the employee's pay.

The City will pay the necessary premiums for continuation of \$35,000 life insurance for any employee disabled, in accordance with provisions of the group policy if said employee has been an employee for one continuous year prior to the disablement. The insurance shall be paid up to retirement age of the employee.

### ***SECTION 2. LIFE INSURANCE AT RETIREMENT***

Commencing July 1, 1995, and upon subsequent retirement with a City pension, each eligible employee shall be entitled to a group life insurance valued at \$10,000. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights.

No retiree life insurance will be provided for employees hired from outside the City's workforce on or after July 1, 2011.

## **ARTICLE VII - LONGEVITY PAY**

All full-time employees of the City of Madison Heights, whether on a per annum or per hour compensation basis who have completed five (5) or more years of service on a full-time basis, shall be paid longevity pay according to the following schedule:

5 years but less than 10 years	2% base salary
10 years but less than 15 years	4% base salary
15 years but less than 20 years	6% base salary
20 years and over	8% base salary

Longevity to be accrued on the anniversary date of employee's date of hire as determined by City records and to be paid within two weeks thereafter. Upon retirement with a City pension, longevity pay shall be paid, pro-rated from the employee's last employment anniversary date to the date of retirement, based upon City pension records. In the event of death of any employee, longevity pay earned by that employee will be paid to the beneficiary.

No employees hired from outside the City's full-time workforce on or after August 20, 1998 shall be eligible for or receive longevity pay. Similarly, no employee hired from inside the City's full-time workforce who does not receive longevity pay in their present position shall be eligible to receive longevity pay.

Employees are permitted to remit all or a dollar portion of longevity pay into the City's Deferred Compensation Plan (ICMA-RC) up to the maximum contribution allowable by law.

## **ARTICLE VIII - VACATIONS**

All full-time employees of the City of Madison Heights shall be granted vacation leave without deduction of pay as provided below to be accrued on the employee's anniversary date:

1 - 4 Years	Two Weeks
5 - 9 Years	Three Weeks
10 - 14 Years	Four Weeks
15 Years and Over	Five Weeks

For employees hired after May 27, 2009, the vacation accrual shall be as follows:

1 - 4 Years	Two Weeks
5 - 9 Years	Three Weeks
10 - 19 Years	Four Weeks
20 Years and Over	Five Weeks

Probationary employees shall earn no vacation privileges. However, at the completion of their probationary period, earned vacation time will begin retroactive to the first date of hire.

For purposes of vacation time computation, each employee shall be required to have a minimum of eighteen payroll days to make up one service month. Vacation shall be figured from the first month in which at least eighteen days are worked.

Annually, it is the obligation of individual members to reduce accumulated vacation time to a maximum of five (5) weeks by or prior to their anniversary date at which time they shall receive additional vacation time according to the above schedule. At no time shall the combination of accrued vacation time and the current year's vacation time allocation exceed ten (10) weeks.

There will be a vacation selection period from February 1 to April 1 of each year. Requests shall be made in writing to the Department Head and approved or denied by April 15. The vacation period shall begin May 1.

Preference shall be given according to seniority. Seniority shall be determined within a Department or division, by date of full time employment. Vacation requests after April 1 of each year shall be granted on a first come, first served basis. Employees shall be given one first choice and then shall not be given preference until all other employees have been granted their first choice vacation period. If, for any reason, an employee should cancel his/her first choice, he/she shall only be allowed to re-schedule subject to the vacation schedule and staffing requirements of the Department.

Upon separation of any employee from the City's service, either by resignation, layoff, or other means, such employee shall be granted accrued vacation time up to and including all such time due up to the contractual limit. In the event of death of an employee, his or her personal representative shall be paid all vacation time due such employee. Any employee who separates themselves through unexcused absence without leave, shall surrender all rights to a vacation.

## **ARTICLE IX - SICK LEAVE**

**SECTION 1.** All full-time permanent employees shall be entitled to sick leave with full pay for one (1) normal service day at straight time for each period of service equal to the Department's service month; provided, however, that no employee shall be entitled to sick leave until completion of three (3) months employment. Upon completion of the three (3) month period the employee shall be credited with three (3) sick days.

Sick leave shall accrue monthly and shall be computed on the basis of not less than eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter from the beginning of each fiscal year. Such leave shall accrue in terms of full days only, and shall not exceed twelve (12) days in one (1) year.

### **SECTION 2.**

- A) Unused sick leave, as provided in the above paragraphs shall be called current sick leave and accumulated to not more than a total of forty-eight (48) days. Any employee who had accumulated more than 48 days on July 1, 1970, shall have those days in excess of the 48 placed in a "special reserve bank" for that employee. If necessary, the employee may draw on those sick days in the "special reserve bank." If those "special reserve bank" days are not so depleted, the employee will be compensated for them upon termination of City service at the rate of fifty percent (50) of the employee's base pay, provided that an employee must have a minimum of ten years of continuous service and be vested in the retirement system in order to qualify for sick leave buy back at termination.
- B) Absences due to death or illness in the immediate family or in the household regardless of relationship and other absences that are justifiable in the judgment of the Department Head and City Manager may be considered proper sick leave.
- C) Any employee who finds it necessary to be absent from his or her work must obtain leave from his/her immediate supervisor, so far as possible, on the day before the contemplated absence. An employee who is unable to report to work as scheduled due to an illness or disability shall personally notify his/her immediate supervisor no later than fifteen minutes after the scheduled starting time, provided, however that in case of incapacity, another person may make the call. Said call shall be made by said person as soon as is practicable.
- D) Absence of an employee for three (3) consecutive working days without leave or acceptable justification shall be cause for immediate dismissal in accordance with the provisions of the merit system ordinance. Evidence of illness or medical disability must be provided by a medical report for all sick leave of more than three consecutive days. For sick leave of three consecutive days or less, the Department Head or City Manager may require a medical report prior to approval of said sick leave. In any case, the City may require examination by a physician selected by the City prior to granting paid sick leave or prior to the employee's return to work.

## **ARTICLE IX – SICK LEAVE**

## **Continued**

- E) Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Department Head or the City Manager.
- F) Sick leave shall not be charged against the employee's current or "special reserve bank" in amounts of less than one (1) hour for any absence.
- G) One (1) day sick leave may be allowed in the event of serious illness of the husband or wife of the employee, or serious illness of a child of the employee, when necessary, to arrange for additional help at home or transportation to a hospital or a doctor. Prolonged illness of a family member shall not be a cause for the use of sick leave, unless previously approved by the Department Head and City Manager.
- H) It is agreed between the Union and the City, that sick leave can be used for the purpose mentioned above and that falsely reporting sick leave so that an employee can work at another job shall be cause for an automatic ten (10) day suspension on first offense, and immediate dismissal for second offense, without recourse to the grievance procedure outlined herein.
- I) Upon retirement with a City pension, one-half (1/2) of the employee's accumulated sick time will be paid to that employee. In the event of death of an employee, one-half (1/2) of the earned sick time will be paid to that employee's beneficiary subject to (K) below.

Effective July 1, 2013, only employees with a minimum of fifteen (15) years of service, or full pension (defined as fifty-five (55) years of age with minimum fifteen (15) years of service or sixty (60) years of age with minimum ten (10) years of service), or employees who have been laid off in accordance with Article XIVB, shall be eligible for payout of one-half (1/2) of the employee's accumulated sick leave at separation. In the event of death of an employee after 15 years of service or full pension as defined above, one-half (1/2) of the accrued sick leave shall be paid to that employee's beneficiary.

Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

**SECTION 3.** The employee shall continue to receive the maximum of twelve (12) earned sick days per year. All sick days accumulated during the contract year in excess of forty-eight (48) days shall be "bought back" by the City at fifty percent (50%) of the employee's wage rate during the year the sick time is earned. Payments shall be made between July 15th, and July 30th, following the end of each fiscal year.

The fifty percent (50%) buy-back rate is fifty percent (50%) of the employee's daily gross wage, excluding all differentials, premiums, and longevity adjustment in effect on the last day of the fiscal year.

The above stated "buy back" of sick time shall be separate and distinct from the employee's short term and long term health and accident wage insurance policies, and further, the number of accumulated sick days shall in no way affect the insurance policies.



## **ARTICLE X - DISABILITY INSURANCE**

**SECTION 1.** A "short term and long term" health and accident wage insurance policy shall be purchased through the City of Madison Heights. Said policy shall pay sixty percent (60%) of the employee's weekly wage after a sixty (60) calendar day waiting period and said payments shall continue until the age of sixty-five (65), provided the employee continues to be qualified, or until the employee is eligible for pension benefits, or until the employee obtains employment reasonably equal to his City employment.

The City shall pay the hospitalization insurance premium for a period not to exceed twelve (12) months from the date of the employee's medical disability provided that, if the employee is able to use leave time to achieve eighteen (18) service days during the sixty (60) day waiting period for disability insurance, then the twelve (12) month coverage period for hospitalization insurance begins when the employee receives disability insurance coverage. Otherwise, the twelve (12) month coverage period for hospitalization insurance begins on the date of the non-work related illness or injury.

Any benefits from social security, worker's compensation or other similar sources, shall be deducted from the wage insurance benefits so that an employee will receive a total of no more than sixty percent (60%) of his regular weekly gross wage.

This wage insurance policy shall be paid for totally by the City.

## **ARTICLE XI - BEREAVEMENT LEAVE**

**SECTION 1.** All employees shall be granted bereavement leave without deduction of pay of three (3) days for attendance at a funeral of the employee's spouse, mother, father, sister, brother, children (includes step-children), grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law, stepmother and stepfather, son-in-law, daughter-in-law, and grandchildren.

**SECTION 2.** The bereavement leave provision shall not be construed as additional leave time and shall be used only for attendance at funerals. Attendance at a funeral on Saturday, Sunday, or holidays cannot be charged to bereavement leave, accumulated sick leave or accumulated vacation in the form of additional leave days.

**SECTION 3.** If the funeral is 250 miles or in excess thereof from the City of Madison Heights, one additional bereavement day will be granted, non-chargeable, plus the employee may take one additional bereavement day which shall be deducted from his accumulated sick leave or vacation days.

**SECTION 4.** In the event of the death of aunts, uncles, and relatives living in the same household regardless of relationship, employee may be granted absence not to exceed three (3) days to make arrangements or attend the funeral and such absence shall be chargeable to accumulated sick leave or vacation days.

**SECTION 5.** Members shall be entitled to one day off with pay in the event of the death of a niece, nephew, aunt, uncle or spouse's grandparent where their attendance is required at the funeral.

## **ARTICLE XII - WORK WEEK**

**SECTION 1.** An employee's work week shall consist of five (5) consecutive regularly scheduled work days. The work week for clerical and technical salaried employees shall be 37 1/2 hours. Time worked before or after regularly scheduled work days and week, shall be considered overtime, and compensated according to the overtime rate as provided in *Article XVI - "Overtime"*. In addition, all regular permanent employees shall be entitled to an unpaid one (1) hour lunch period. Some recreation, library, and senior citizens department employees may be on a different schedule due to the unusual nature of their activity.

The City will pay any monies owing for Fair Labor Standard Act (FLSA) "lump sum" overtime in January for the prior calendar year. Beginning with the 2002 calendar year, each bargaining unit member shall receive an annual taxable check of \$50.00 in fulfillment of FLSA Lump Sum Overtime Calculations, which will be issued in January for the preceding calendar year. Any uncalculated years prior to November 25, 2002 shall be paid with a taxable check of \$50.00 for each such year. The City is obligated to make such payments only as long as required by law.

**SECTION 2.** Employees shall report to work as scheduled and shall not absent themselves for reasons other than illness or injury without prior authorization of the Department Head. In the event of an emergency, an employee who is unable to report to work as scheduled shall provide notice to the Department Head and shall report to work as soon as possible. Documentation will be provided upon request by the Department Head.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

**SECTION 1.** It is mutually agreed that all grievances arising under and during the terms of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-up of equipment, slow-down, walk-outs, or any other cessations of work by the Union or the members thereof and that the City shall not use any method of lock-out or legal procedures to prevent the employees from performing their duties except as specifically agreed to in other superseding sections of this contract. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union.

**SECTION 2.** A grievance is defined as a claim that a specific Article or Section of this agreement has been violated. Should any grievance arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such grievance promptly through the following steps:

**STEP 1.** The employee and/or his/her representative shall discuss the complaint with the Department Head who shall attempt to resolve the grievance. If a settlement cannot be reached verbally, the grievance shall be put in writing to the Department Head. The Department Head shall attempt to arrive at an equitable solution within three (3) days.

**STEP 2.** If the Department Head and representative are unable to reach Agreement, the grievance shall, within five days, be put in writing and submitted to the City Manager. Within seven days of receipt of the grievance, the City Manager or designee shall meet with the unit chair to discuss the grievance. The City Manager shall respond in writing to the grievance within seven working days after the meeting.

**STEP 3.** In the event the grievance is not satisfactorily settled at step 2, the Union shall have ten (10) days in which to notify the City and submit the grievance to binding arbitration in accordance with the procedures set forth below.

- A. If the grievance is not so submitted within ten (10) days, it will be considered settled on the basis of the last disposition. If the Union elects to arbitrate the grievance, the parties shall attempt to agree upon an arbitrator, but if no such agreement has been reached within ten (10) days after the receipt of the aforesaid notice by the employer, the Union shall initiate procedures for the selection of an arbitrator as provided by the Federal Mediation and Conciliation Service. Such proceedings shall be initiated within sixty (60) days after the above.
- B. All proceedings relating to any arbitration, regardless of the method used to select the arbitrator, shall be pursuant to the voluntary rules of labor arbitration published by the federal mediation and conciliation service. The parties may in any case agree in writing to abide by the expedited rules published by said association.

- C. The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of any arbitration shall be borne equally by the two parties. Each party shall be responsible for the expenses of its own witnesses. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) days, exclusive of Saturdays, Sundays or holidays, after such alleged grievance has taken place or the employee should have reasonably been made aware of it.
- E. Notwithstanding the above proceedings, it shall be the right of the individual employee at any time, to process grievances and have the grievance adjusted without intervention of the bargaining representative, so long as the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement.
- F. The chief steward or such designated representative of the Union, shall be allowed reasonable time for the investigation and presentation of grievances with the City in accordance with the provisions of this Agreement. Before leaving his/her place of work he/she must receive permission to do so from his superior which permission shall be granted within the twenty-four (24) hours next following the employee's request; such time shall be allowed without loss of pay. The representative shall report to the employee's superior upon his/her completion of the investigation.

### **ARTICLE XIII A - USE OF PAST RECORD**

In imposing disciplinary action on a current charge, the employer will not take into account any prior disciplinary infraction which occurred more than eighteen (18) months previously to said disciplinary action.

## **ARTICLE XIV - SENIORITY**

**SECTION 1.** Seniority of a new employee will begin after the employee has successfully completed a six (6) month probationary period; provided, however, at the option of the employer, the probationary period may be extended an additional three (3) months. Notice of any extension shall be provided to the employee and to the Union. The seniority will be retroactive to the date of his/her full time employment. However, where a seasonal or temporary employee is being employed on a full time basis, any months during the twelve (12) months immediately preceding the date of full time employment where the employee worked a minimum of eighteen (18) full days per month shall be considered in seniority for longevity purposes only. This shall not apply to pension rights, vacation, or sick leave. However, after completion of three (3) months service, new employees will be credited with any earned sick leave and personal leave time.

**SECTION 2.** Upon request from the Union, the City shall provide the Chief Steward with a current seniority list.

## **ARTICLE XIVA - LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons:

- 1) He/she resigns, quits or retires.
- 2) He/she is discharged for just cause.
- 3) He/she is absent for three (3) consecutive working days without notifying his/her immediate supervisor. In proper cases, exceptions may be made by the City Manager. After such absence, the Department Head will send written notification to the employee at his last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- 4) He/she fails to report for work within five (5) working days of receipt of notice of recall.
- 5) Employees on unpaid leave shall have their longevity date adjusted to reflect the loss of time if such unpaid leave shall exceed six months.



## **ARTICLE XIVB – LAYOFFS**

A) The word layoff means a reduction in working force as a result of a lack of work or economy measures.

B) If a layoff becomes necessary, the following procedures will be mandatory:

The principle of straight bargaining unit seniority shall govern. An employee may bump down to a lateral classification or to a lesser classification for which the employee is qualified and able to do the job with minimal training.

C) Employees to be laid off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than seven (7) days notice.

D) The Union shall receive a list of employees being laid off at the same time that said employees are notified.

E) When the working force is increased after a layoff, employees shall be recalled in the inverse order of their having been laid off. No new employees will be hired by the City as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.

F) Any employees with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

G) Notice of recall shall be sent to the employee at the employee's last known address by certified mail. If an employee fails to report for work within ten (10) days of mailing of the notice of recall, the employee shall be considered as quit.

H) Part-time, temporary, and probationary employees of a given job classification or occupational group shall be laid off first before bargaining unit members in that same classification or group.

## **ARTICLE XIVC - SENIORITY FOR OFFICERS**

Effective July 1, 1977, the Union shall have two (2) representatives (chief steward/alternate steward) in the event of a layoff.

The employee(s) designated by the Union as their representative(s) shall have bumping rights in the event of a layoff and shall use their regular seniority in exercising bumping rights. If their regular seniority does not prevent their layoff, the employee(s) shall be retained at the lowest level to which their regular seniority would take them.

## **ARTICLE XV - PROMOTIONS/TRANSFERS**

**SECTION 1.** Promotions will be granted on the basis of ability first, and seniority second. Any openings for promotions within a given department shall be posted in a conspicuous place in the department at least five (5) days prior to the filling of such vacancy. If unfilled by department employees, the position will be posted to all employees for five (5) working days in each building where employees work before being opened to the public. All promotions will be filled insofar as possible by City employees. Upon promotion, an employee shall receive the first pay rate in the pay grade to which he/she has been advanced which is higher than his/her last rate in the classification from which he/she has been promoted.

**SECTION 2.** Transfers from one classification to another other than promotions, within the bargaining unit resulting from a vacancy or a newly created position shall be based on ability first and seniority second. In such cases, all vacancies and newly created positions shall be posted according to *Section 1* of this Article.

**SECTION 3.** Because of the wide variety of tasks required to be performed by employees in the bargaining unit and outside the bargaining unit, the employer shall have the right to make permanent or temporary transfers of employees to enable the working force to be used in the most efficient manner. Employees temporarily transferred or promoted to a higher paying job shall receive the beginning rate of that classification from the first day; provided that if the beginning rate of the classification in question is not higher than the employee's regular rate, the employee shall receive the first pay step of the classification which is higher than the employee's regular rate.

**SECTION 4.** If an employee is transferred to a position outside the bargaining unit and is thereafter returned to the bargaining unit, such employee shall have not accumulated seniority while working in the position to which he was transferred.

## **ARTICLE XVI - OVERTIME**

**SECTION 1.** All overtime, for purpose of cash payment, in excess of the regular workweek, will be at the express direction of the Department Head and approved by the City Manager prior to the work being performed, except in emergency cases. Said overtime will be paid for at time-and-one-half(1 ½ ). Sundays and legal holidays shall be paid at the double time (2) rate, with the exception of call-in time during unpaid holidays which will be paid at time and one half (1 ½) for actual time worked. Overtime shall be equalized insofar as is practicable, within the department, by classification and seniority in the classification. However, the City may also consider special skills of the job incumbent in assignment of overtime.

Personnel may, at their option, subject to approval by the Department Head, build up compensatory time (CTO) at time-and-one-half to use as accumulated time off instead of paid overtime. Any hours worked over 22 1/2 (CTO) hours must be paid for at the time-and-one-half (1 1/2) rate. This accumulated compensatory time may only be taken off with the approval of the Department Head.

Effective July 1, 2009, the CTO bank shall be increased to 37.5 hours.

**SECTION 2.** All personnel will work overtime when requested to do so unless the Department Head, for good reasons, excused the individual. An unexcused refusal to work overtime when requested may be cause for disciplinary action if good cause cannot be proven.

## **ARTICLE XVIIIA - HOLIDAYS & HOLIDAY WORK SCHEDULE**

The recognized legal holidays shall be:

Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	Day Before New Year's
Labor Day	New Year's Day

Seasonal and temporary employees are not eligible for holiday pay.

To be eligible for holiday pay, an employee must work the regularly scheduled day before the holiday and the regularly scheduled day after the holiday, provided, however, this requirement will not apply with respect to any holiday falling within an employee's authorized vacation period; and, provided further, that if an employee's name is on the payroll and he/she is paid for the day before and the day after a holiday, it will be considered as a day worked.

Should one of the above holidays fall on Saturday, Friday shall be recognized as the holiday. Should one of the above holidays fall on Sunday, Monday shall be recognized as the holiday.

## **ARTICLE XVIII - PERSONAL LEAVE DAYS**

- A) An employee shall be granted four personal leave days each fiscal year as provided herein. Personal leave time is non accumulative. It cannot be carried forward into another fiscal year and in no case will an employee be paid for any unused personal leave time.
- B) Personal leave time shall be pro-rated at the rate of 2.5 hours per month for employees working 1,950 hours annually and at the rate of 2.66 hours per month for employees working 2,080 hours annually and shall be computed on the basis of not less than eighteen normal service days per month being worked by the employee. No personal leave time will be earned in a given month by any employee if the employee does not fulfill the minimum eighteen day requirement.

Effective July 1, 2009, all four personal leave days shall be provided to employees each July 1<sup>st</sup>.

Personal leave time shall be pro-rated as indicated above for new employees, employees leaving City employment, and employees on unpaid leave.

If any employee should terminate employment with the City for any reason, personal leave time utilized by the employee shall be prorated and if such time used is greater than has been earned, then a dollar amount equal to the employee's hourly rate times the number of unearned hours shall be deducted from the employee's final pay.

- C) Personal leave days shall be requested in advance in writing to the Department Head and shall not be denied without good cause, provided that no more than two personal leave days shall be used by any employee in a calendar month.
- D) Personal leave time shall only be used for personal business that can only be conducted during normal business hours.
- E) Approval of use of personal leave time by a Department Head is conditional upon verification by payroll records.

## **ARTICLE XVIII - MATERNITY LEAVE**

Nothing in this Agreement shall supersede the City's policy to comply with the Family and Medical Leave Act (FMLA).

Effective July 1, 2022 the City shall provide five (5) days of paid maternity/paternity leave for bargaining unit members on approved maternity or paternity leave. This bank shall be awarded only upon birth or adoption of a child and shall be separate from any other type of leave bank.

## **ARTICLE XVIIIIB - LEAVE OF ABSENCE**

**SECTION 1.** Any employee with a minimum of five (5) years of seniority desiring a leave of absence from his employment shall secure written permission from the City Manager. The maximum leave of absence shall be for sixty (60) days and may be extended for good cause. Permission for extension must be secured, in writing, from the City Manager. During the period of absence, the employee shall not, without the permission of the City Manager, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

**SECTION 2. JURY DUTY:** The employer shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount of pay. However, the employee must turn over any compensation received for jury duty to the City before receiving their regular amount of pay. Employees who are paid by the court for a half-day of jury duty are expected to return to their job for the balance of the day.

**SECTION 3.** Nothing contained in this article shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

## **ARTICLE XIX - RETIREMENT**

### **SECTION 1.**

The City shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employee's Retirement System, Plan "C-1." All employees under this Agreement are entitled to and required to participate in this pension plan. Effective July 1, 1984 the City shall pay the employee portion of the Municipal Employee Retirement System, Plan C-1.

Effective January 1, 1987, the retirement plan shall be C-2 with B-1 base and F-55 rider.

Effective January 1, 1994, the benefit shall be B-2.

Effective July 1, 2011 the employee contribution shall be increased to 2.5% on a pre-tax basis.

### **SECTION 2.**

The pension terms and benefits for a retiree shall remain as defined by the Collective Bargaining Agreement in effect at the time of their retirement.

### **SECTION 3.**

Full-time employees hired after May 27, 2009 shall be covered under a Defined Contribution (DC) pension program as defined under IRS regulations. The City shall contribute 7% of the employee's base wage. Employees shall contribute 8% of their base wage on a tax-free basis.

Effective July 1, 2022 the employer contribution shall be increased to 8% of the employee's base wage, and the employee contribution shall be reduced to 7% of their base wage on a tax-free basis.

Employee contributions shall be available to the employee upon separation of employment for any reason; employer contributions shall be available to the employee based upon the following graded vesting schedule:

3 years but less than 4 years vested	= 25% of employer contributions
4 years but less than 5 years vested	= 50% of employer contributions
5 years but less than 6 years vested	= 75% of employer contributions
6 years or more vested	= 100% of employer contributions

The City may also choose (at its sole discretion) to convert the Defined Contribution plan to a Hybrid Plan with a Defined Benefit (DB) portion of a 1% multiplier and a Defined Contribution portion fully funded by the employee at 2% of base pay. The DB portion shall be employer funded, with a six (6) year vesting period, FAC calculated on the last three years of employment, no early reduction of benefits and no post retirement benefit increase.



## **ARTICLE XX - COFFEE BREAK**

**SECTION 1.** One fifteen (15) minute coffee break will be permitted during the morning work period and one during the afternoon work period. Any breaks in excess of those two are unauthorized and will subject non-conforming employees to disciplinary action.

It is clearly understood that the foregoing is not to be interpreted as authorizing employees to drop whatever they are working at and leave for coffee whenever the nature of the work being performed requires them to continue until a satisfactory break period is possible. Employees shall not under any circumstances, leave for coffee break while they are taking care of questions or problems of a citizen in their office. There may even be times when, because of the type of work being done, a break will not be possible. Employees will have to be guided by the judgment of supervision during such infrequent occasions.

**SECTION 2.** No employee within this bargaining unit shall be allowed to work through their lunch hour or any other break period, in order to gain time off of that day or any other subsequent day, unless prior approval is received from the City Manager.

## **ARTICLE XXI - TUITION REFUND**

The City shall assume the full cost of tuition up to a maximum of \$400 each fiscal year for any employee who pursues a course that has a direct relationship to his/her work which has been approved by the Department Head and/or City Manager. If such tuition is granted to an employee and that employee terminated his/her employment with the City within twelve (12) months after completion of the course, the amount of tuition paid by the City will be deducted from his/her final pay.

Effective November 25, 2002, the tuition refund annual maximum shall be increased to \$600 for each Fiscal Year.

Effective May 27, 2009, the City shall make available for all unit members each fiscal year a total pooled amount of \$5,000 for tuition reimbursement for employees who pursue a course that has a direct relationship to the employee's work, which has been approved by the Human Resources Department and/or City Manager. This pooled amount is subject to the amount being included in the annual budget. For the first two semesters (semester equals 15 weeks) \$1,000 maximum per class, per semester, per employee. For the third semester, if funds are available, \$1,000 maximum per class unlimited per employee until funds are depleted. Once the \$5,000 is expended, no further tuition reimbursement will be available for the remainder of the fiscal year. If such tuition reimbursement is granted to an employee, and the employee terminates employment with the City within 12 months after the completion of the course, the amount of tuition paid by the City will be deducted from the employee's final pay. Reimbursement shall further be based on Grade "B" or better 100%, "C" to "B-" 75% Grade below "C" 0%".

## **ARTICLE XXII - UNIFORM SERVICE**

Engineering employees engaged in inspection work and field inspectors shall be furnished with rain gear and each such employee shall be reimbursed not to exceed \$50.00 annually for boots.

The Code Enforcement Officer and Animal Control Officer shall wear a uniform; the initial cost of purchase to be provided by the City.

Effective July 1, 1987, the Code Enforcement Officer and Animal Control Officer shall receive an annual clothing allowance of \$400.00 to be paid on or about July 15. Such allowance to be prorated should the employee terminate service or in case of a new hire.

Effective July 1, 1996, the Code Enforcement Officer and Animal Control Officer shall receive an annual uniform allowance of \$475.00 to be paid on or about July 15. Such allowance shall be prorated should the employee terminate service or in case of a new hire.

The taxability of the uniform allowance is governed by the Internal Revenue Service rules.

Effective on August 24, 1998, the Senior Citizen bus driver shall be provided with rain gear.

## **ARTICLE XXIII - VETERANS**

Re-employment rights of employees returning from military service will be in accordance with the laws of the State of Michigan and the Federal Government.

## **ARTICLE XXIV – MANAGEMENT RIGHTS**

**SECTION 1.** It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: work to be performed within the unit, amount of supervision necessary, material and equipment selection, methods, schedules of work, together with the selection or procurement, of designing, engineering, and the control of equipment and materials, contract or otherwise.

**SECTION 2.** It is further recognized that it is the responsibility of the City for the selection and the direction of the individual employees in each department, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement.

**SECTION 3.** The City retains the right to regulate who is a part-time employee and who is a full-time employee, and to determine the number of hours that establish part-time employment.

## **ARTICLE XXV - SUBCONTRACTING CLAUSE**

The City may subcontract bargaining unit work whenever the equipment or manpower is not immediately available or efficiency of the City is jeopardized. Department Heads shall not be utilized on a regular basis to perform bargaining unit work to circumvent the payment of overtime. This expressly does not preclude the City from assigning Department Heads when necessary to work.

## **ARTICLE XXVI - WAGES**

**SECTION 1.** Attached hereto and marked schedules "A", "B", "C" and "D" showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that such schedules and the contents thereof shall constitute a part of this Agreement.

Effective as soon as practicable after July 1, 2022, each member shall receive a one-time taxable signing bonus of \$700, which shall not be rolled into base wage.

**SECTION 2. COST-OF-LIVING:** Effective with the first pay period beginning on or after July 1, 2002, employees covered by this Agreement shall receive a cost-of-living allowance, in accordance with the following provisions.

- A) The amount of the cost of living allowance for fiscal years 2002/03, 2003/04, and 2004/05 shall be determined with the change in the Bureau of Labor Statistics Consumer Price Index for Detroit, Michigan, (1967=100) hereinafter referred to as the "index", from the index at the end of June in each fiscal year, June 30, 2002, June 30, 2003, and June 30, 2004, June 30, 2005, June 30, 2006, June 30, 2007, and June 30, 2008 respectively.

The allowance shall consist of a base which shall be the amount of the allowance in effect on June 30, 2002 plus one cent per hour for each .4 change in the index up to a maximum of thirty-five cents hourly which shall include the base of thirty-five cents as described herein.

- B) The cost-of-living allowance shall be paid to each employee in one lump sum at the end of each quarter starting with this agreement. Such compensation shall include vacation payments, holiday payments, call-in pay, premium pay and sick pay. In addition, cost-of-living adjustments shall not be considered a part of the base wage for purpose of bargaining in the 2007/2008 contract year.
- C) In no event will a decline in the index, below the June, 2002 index, provide the basis for a reduction in the wage rate.
- D) Effective August 12, 2013, COLA pay shall be eliminated.
- E) Effective October 1, 2014 COLA pay of \$728 shall be established and rolled into MEU wages, as illustrated in Salary Schedule "B". No COLA checks will be issued after August 12, 2013.

**SECTION 3.** A shift premium of 25 cents per hour shall be paid to any employee assigned to a shift beginning at 11:00 p.m.

**SECTION 4.** Effective October 1, 2014, direct deposit shall be mandatory for any and all payroll checks from the City including special pays (e.g. longevity, medical opt-out incentive, etc.).

## **ARTICLE XXVII - JOB DESCRIPTIONS**

During the life of this Agreement the City will review and revise (if necessary) its job descriptions and make them available to the employees and the Union. It is understood that job descriptions do not include every and all duties of the particular job but only serve as a guide.

Whenever a new classification is created or a classification is revised or eliminated, the City will advise the Union of these changes and a special conference may be called to study these classifications.



## **ARTICLE XXVIII - SAVINGS CLAUSE**

It is the intent of the City and the Union to write a valid workable agreement. Should any article or section of this contract or any rider attached hereto be held invalid by any court of competent jurisdiction, the remainder of the agreement shall be held completely separable and continue to be in full force and effect.

In accordance with Public Act 4 of 2011 which amends the Public Employment Relations Act 336 of 1947 423.215 Section 15, the parties hereby acknowledge and agree that an emergency financial manager may be appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, and the emergency financial manager is allowed to reject, modify, or terminate this Collective Bargaining Agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties acknowledge that these required provisions are prohibited subjects of bargaining under this Act.

The City acknowledges that the Union retains all rights to challenge Public Act 4 of 2011.

## **ARTICLE XXIX - SPECIAL CONFERENCES**

Special conferences for important matters may be arranged at a mutually agreed time between the Union chief steward and employer or its designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the employer and not more than three (3) representatives of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Technical, Professional and Officeworkers Association of Michigan.

## **ARTICLE XXX - TERMINATION OF AGREEMENT**

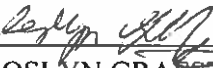
**SECTION 1.** This Agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2025. This contract shall continue in full force and effect from year-to-year thereafter unless written notice of desire to renegotiate or terminate this Agreement is served on either party at least sixty (60) days prior to the date of the adoption of the City budget for the ensuing fiscal year in which this Agreement expires.

**SECTION 2.** In the event of an inadvertent failure by either party to give the notice set forth in *Section 1* of this Article, such party may give notice at any time prior to the termination of automatic renewal date of this Agreement. If such written notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the 61st day following such notice.

In witness whereof, the parties hereto have hereunder set their hands and seals this 21<sup>st</sup> day of November, 2022.


CITY OF MADISON HEIGHTS

TPOAM

BY:   
ROSLYN GRAFSTEIN  
MAYOR

BY:   
MIKE GERALD  
BUSINESS AGENT

BY:   
MELISSA R. MARSH  
CITY MANAGER

BY:   
SUZETTE GYSEL  
CHIEF STEWARD

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION**  
**JULY 1, 2021 TO JUNE 30, 2022 SALARY SCHEDULE "A" (prior contract extension)**  
**HOURLY WAGE SHOWN**

**Office Assistant I**

<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.5807	\$18.7819	\$20.0669
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.2668	\$19.5159	\$20.8524
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.9802	\$20.2791	\$21.6692

**Office Assistant II, Fiscal Assistant I**

<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.7194	\$21.0715	\$22.5151
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.4940	\$21.8991	\$23.4023

**Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office & CDBG Assistant**

<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.3005	\$22.7558	\$24.3254

**Information Systems Specialist, Library Technician, Administrative Assistant, Multimedia Specialist**

<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.1372	\$23.6495	\$25.2765

**Animal Control Officer, Code Enforcement Officer**

<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.9963	\$24.5776	\$26.2734

**Animal Control & Code Enforcement Officer combined position**

<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.4318	\$25.0474	\$26.7660
<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.9026	\$25.5460	\$27.3042

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION**  
**JULY 1, 2021 TO JUNE 30, 2022 SALARY SCHEDULE "A" (prior contract extension)**

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.8417	\$26.5512	\$28.3798

<b>GIS/CDD Technician</b>			
<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.8151	\$27.5909	\$29.4931

<b>Accountant, Librarian</b>			
<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.8348	\$28.6795	\$30.6619

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.8908	\$29.8139	\$31.8712

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.4213	\$30.3819	\$32.4795

<b>Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician</b>			
<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$30.1348	\$32.2087	\$34.4431

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION**  
**JULY 1, 2022 TO JUNE 30, 2023 SALARY SCHEDULE "B"**  
**HOURLY WAGE SHOWN – Employees also received \$700 Bonus not rolled into base wage**

**Office Assistant I**

<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.5807	\$19.7819	\$21.0669

<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.2668	\$20.5159	\$21.8524

<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.9802	\$21.2791	\$22.6692

**Office Assistant II, Fiscal Assistant I**

<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.7194	\$22.0715	\$23.5151

<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.4940	\$22.8991	\$24.4023

**Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office & CDBG Assistant**

<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.3005	\$23.7558	\$25.3254

**Information Systems Specialist, Library Technician, Administrative Assistant, Multimedia Specialist**

<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.1372	\$24.6495	\$26.2765

**Animal Control Officer, Code Enforcement Officer**

<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.9963	\$25.5776	\$27.2734

**Animal Control & Code Enforcement Officer combined position**

<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.4318	\$26.0474	\$27.7660

<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.9026	\$26.5460	\$28.3042

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2022 TO JUNE 30, 2023 SALARY SCHEDULE "B"**

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.8417	\$27.5512	\$29.3798

		<b>GIS/CDD Technician</b>	
<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.8151	\$28.5909	\$30.4931

		<b>Accountant, Librarian</b>	
<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.8348	\$29.6795	\$31.6619

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.8908	\$30.8139	\$32.8712

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$29.4213	\$31.3819	\$33.4795

			<b>Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician</b>
<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$31.1348	\$33.2087	\$35.4431

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2023 TO JUNE 30, 2024 SALARY SCHEDULE "C"  
HOURLY WAGE SHOWN**

<b>Office Assistant I</b>			
<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.0452	\$20.2764	\$21.5936
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.7485	\$21.0288	\$22.3987
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.4797	\$21.8111	\$23.2359
<b>Office Assistant II, Fiscal Assistant I</b>			
<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.2374	\$22.6233	\$24.1030
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.0314	\$23.4716	\$25.0124
<b>Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office &amp; CDBG Assistant</b>			
<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.8580	\$24.3497	\$25.9585
<b>Information Systems Specialist, Library Technician, Administrative Assistant, Multimedia Specialist</b>			
<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.7156	\$25.2657	\$26.9334
<b>Animal Control Officer, Code Enforcement Officer</b>			
<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.5962	\$26.2170	\$27.9552
<b>Animal Control &amp; Code Enforcement Officer combined position</b>			
<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.0426	\$26.6986	\$28.4602
<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.5252	\$27.2097	\$29.0118



**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2023 TO JUNE 30, 2024 SALARY SCHEDULE "C"**

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.4877	\$28.2400	\$30.1143
<b>GIS/CDD Technician</b>			
<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.4855	\$29.3057	\$31.2554
<b>Accountant, Librarian</b>			
<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.5307	\$30.4215	\$32.4534
<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$29.6131	\$31.5842	\$33.6930
<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$30.1568	\$32.1664	\$34.3165
<b>Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician</b>			
<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$31.9132	\$34.0389	\$36.3292

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2024 TO JUNE 30, 2025 SALARY SCHEDULE "D"  
HOURLY WAGE SHOWN**

<b>Office Assistant I</b>			
<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.4737	\$20.7326	\$22.0795
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.1928	\$21.5019	\$22.9027
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.9405	\$22.3018	\$23.7587
<b>Office Assistant II, Fiscal Assistant I</b>			
<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.7152	\$23.1323	\$24.6453
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.5271	\$23.9997	\$25.5752
<b>Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office &amp; CDBG Assistant</b>			
<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.3723	\$24.8976	\$26.5426
<b>Information Systems Specialist, Library Technician, Administrative Assistant, Multimedia Specialist</b>			
<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.2492	\$25.8342	\$27.5394
<b>Animal Control Officer/Code Enforcement Officer</b>			
<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.1496	\$26.8069	\$28.5842
<b>Animal Control &amp; Code Enforcement Officer combined position</b>			
<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.6061	\$27.2993	\$29.1006
<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.0995	\$27.8219	\$29.6646

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2024 TO JUNE 30, 2025 SALARY SCHEDULE "D"**

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.0837	\$28.8754	\$30.7919

<b>GIS/CDD Technician</b>			
<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.1039	\$29.9651	\$31.9586

<b>Accountant, Librarian</b>			
<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$29.1726	\$31.1060	\$33.1836

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$30.2794	\$32.2948	\$34.4511

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$30.8353	\$32.8901	\$35.0886

<b>Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician</b>			
<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$32.6312	\$34.8048	\$37.1466

**CITY OF MADISON HEIGHTS  
TENTATIVE AGREEMENT  
June 21, 2022**

**MADISON HEIGHTS DPS FIELD UNION (TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF MI TPOAM)  
AND THE  
CITY OF MADISON HEIGHTS**

**1. Duration:**

Three Years (July 1, 2022 – June 30, 2025)

**2. Wages:**

A. \$1.00/hr increase

i. \$700 signing bonus not rolled into base wage

B. 2.5%

C. 2.25%

**D. Certification Pay:**

Increase certification pay for playground & pesticide certifications or other approved certifications to \$0.50/hr

Increase water certification pay to:

S4 - \$0.50/hr

S3 - \$0.50/hr

S2 - \$0.75/hr

S1 - \$1.00/hr

Increase mechanic certification pay to \$0.50/hr

Overall max for each employee \$1.50/hr

**3. HCSP:**

Decrease employee contribution to 4%

**4. Defined Contribution Pension:**

Increase to 8% employer contribution; Decrease to 5% employee contribution

**5. Maternity/Paternity Leave:**

Provide five (5) paid days for Maternity/Paternity Leave

**6. Medical Opt Out Payment:**

Increase to \$4,000 annually

**CITY OF MADISON HEIGHTS  
TENTATIVE AGREEMENT  
June 21, 2022**

**MADISON HEIGHTS DPS FIELD UNION (TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF MI TPOAM)  
AND THE  
CITY OF MADISON HEIGHTS**

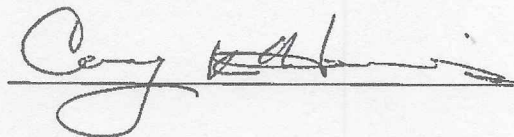
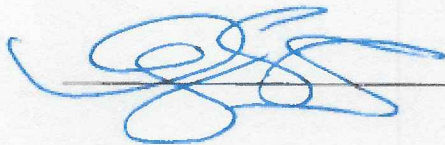
7. **Article XXVIII – Discipline**

The language shall be modified as follows (bold):

The Employer agrees that all disciplinary action shall be for just cause. In imposing any discipline, **the Employer will not take into account any reprimand that occurred more than eighteen (18) months previously.** The Union or the Employer shall have the right to process suspension or discharge cases commencing at Step Two of the Grievance Procedure.

8. All other provisions will be carried forward.

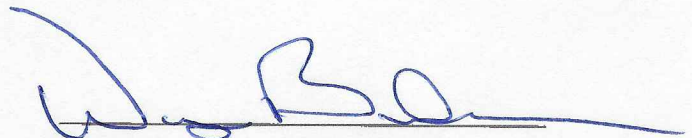
FOR THE CITY



6/21/22

DATE

FOR THE UNION



6/21/22

DATE