



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
DECEMBER 09, 2024 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILMAN MIER

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

- [2.](#) Oakland County Parks - Red Oaks Park (Ambassador Park) Design

PUBLIC HEARINGS:

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [3.](#) Director of Public Services - Field Use Agreements with Madison Heights Soccer
- [4.](#) Director of Public Services - Purchase of Quick View Sewer Camera
- [5.](#) CDBG Yard Service- 2024 Lawn Service Contract Amendment
- [6.](#) City Planner - Resolution to Adopt a Vision Zero Policy to Eliminate Fatalities and Serious Injuries Resulting from Crashes on Madison Heights Streets
- [7.](#) City Clerk - 2025 Council Meeting Calendar
- [8.](#) City Council Regular Meeting Minutes of November 25, 2024

COMMUNICATIONS:

- [9.](#) Director of Public Services - Priority Waste Update

REPORTS:

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [10.](#) Police Chief - Purchase of body-worn cameras, in-car cameras, and cloud storage for digital evidence
- [11.](#) Director of Public Services - Scheduled Replacement of Vehicle #525

ORDINANCES:

- [12.](#) CED Director - Ordinance 2201 - Rezoning PRZN 24-01 - 32275 Stephenson Hwy. [M-1 to MUI-1], Second Reading

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:**ADJOURNMENT**

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

DATE: December 3, 2024

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, December 9, 2024

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, December 9, 2024.

PRESENTATIONS:

OAKLAND COUNTY PARKS - RED OAKS PARK (AMBASSADOR PARK) DESIGN

Oakland County Parks representatives will be making a presentation regarding the final design of Red Oaks Park (Ambassador Park).

CONSENT:

DIRECTOR OF PUBLIC SERVICES - FIELD USE AGREEMENTS WITH MADISON HEIGHTS SOCCER

Presented for Council's consideration is a new four-year field and Soccer Complex use agreement with the Madison Heights Youth Soccer Association. The four-year time period will align this agreement with the five-year periods recently approved for baseball, football, and the Stay and Play Social Club.

Staff recommends that Council approve the field use agreements under the consent agenda authorizing the Mayor and Clerk to sign on the City's behalf.

DIRECTOR OF PUBLIC SERVICES - PURCHASE OF QUICK VIEW SEWER CAMERA

The FY 2025 Budget includes funding for a quick-view sewer camera; a rugged digital camera and a transmitter used to quickly and accurately inspect gatewells, storm drains, manholes, and sewer pipework within manholes.

Staff recommends that the Council approve the purchase of one EnviroSight QuickView AirHD camera and equipment as quoted from MacQueen Equipment of Lake Orion, under the MiDeal cooperative bid, in the amount of \$19,075.00 under the consent agenda.

CDBG YARD SERVICE- 2024 LAWN SERVICE CONTRACT AMENDMENT

On March 11, 2024, City Council approved the CDBG Lawn Service contract for the 2024 season, awarding the contract to Capital Landscape at a unit price of \$23.00 per lot; to not to

exceed \$35,589. This contact amount was to cover the costs of 55 residences at 28 weeks at \$23.00. However, although cuts varied per week we ended the season providing services for 29 weeks and often 56 residences. This has resulted in a total cost of service of \$37,053, or \$1,464 over the City Council approved limit approved in March 2024.

CDBG funding is available to cover this overage. Therefore, staff requests that City Council amend the contract to Capital Landscape for the CDBG 2024 Lawn Service from \$35,589 to \$37,053 through approval in the consent agenda.

CITY PLANNER - RESOLUTION TO ADOPT A VISION ZERO POLICY TO ELIMINATE FATALITIES AND SERIOUS INJURIES RESULTING FROM CRASHES ON MADISON HEIGHTS STREETS

As part of the Joint Safety Action Plan and Safe Streets for All grant requirements, the partnering communities must formally adopt Vision Zero as a comprehensive approach. Vision Zero is a public health-based safety strategy to reduce and eventually eliminate traffic deaths and serious injuries by a specific year, using a multi-disciplinary approach. This resolution, which will be adopted by all seven southeast Oakland County communities, adopts a Vision Zero policy within Madison Heights, proposing to eliminate traffic deaths and serious injuries on our streets by the year 2045.

Staff recommends that City Council approve the resolution adopting a Vision Zero policy to eliminate fatalities and serious injuries resulting from crashes on Madison Heights streets by the year 2045 as part of the consent agenda.

CITY CLERK - 2025 COUNCIL MEETING CALENDAR

Council is requested to adopt the 2025 City Council Meeting Calendar. Date changes take place in observance of Passover, Memorial Day, and Rosh Hashanah.

COMMUNICATIONS:

DIRECTOR OF PUBLIC SERVICES - PRIORITY WASTE UPDATE

A representative from Priority Waste is scheduled to attend the Council meeting to provide an update on their progress with the acquisition of the City's solid waste contract over the last six months.

BID AWARDS/PURCHASES:

POLICE CHIEF – PURCHASE OF BODY WORN CAMERAS, IN-CAR CAMERAS, SOFTWARE AND STORAGE.

Our current contract with Axon for in-car and body-worn cameras with software and storage will expire in FY26. As part of this contract, MHPD also co-termed a separate agreement for cloud storage, which has proven to be a key solution for storing and sharing digital evidence,

including materials for prosecutors and FOIA requests. Axon now offers an upgraded camera system with enhanced features, including live-stream monitoring, license plate reading technology, redaction, and sharing capabilities, and auto-tagging for better record-keeping. Axon has proposed a 5-year contract starting in March 2025, which will lock in the 2024 price schedule. The total cost for the 5-year contract is \$690,000.

Although the original contract was negotiated at \$707,310.41 by staff, a review by the Information Technology Advisory Committee (ITAC) led to further price negotiations, bringing the cost down to \$690,000, pending approval by the City Council at the December 9th meeting. An updated quote will be available Monday night. Based on this revised information, ITAC and Staff recommend that the City Council approve the 5-year contract with Axon Enterprise, not to exceed \$690,000.

DIRECTOR OF PUBLIC SERVICES - SCHEDULED REPLACEMENT OF VEHICLE #525

The FY 2025 Budget includes the second phase of funding to replace vehicle 525, a 2004 GMC chipper truck, funded through the solid waste division. The existing truck has a very poor condition score of 43, warranting priority replacement.

Staff recommends that the Council approve the purchase of one forestry truck and equipment as quoted to Altec Industries, of Waterford, in the amount of \$223,902.75, through the MiDeal Cooperative Purchasing program.

ORDINANCES:

ORDINANCE 2201 - REZONING PRZN 24-01 - 32275 STEPHENSON HWY. [M-1 TO MUI-1], SECOND READING

The applicant, Ahmad Nassar d/b/a Detroit 75 Kitchen, on behalf of the property owner, Raghunath Singh, requests to rezone one (1) parcel of land located at 32275 Stephenson Highway (TM# 44-25-02-101-036) from M-1, Light Industrial district, to MUI-1, Mixed-Use Innovation 1 district. The subject parcel is approximately 1 acre in size and is improved with a 3,300 square foot commercial building (currently operating as a restaurant and bar) and an associated parking lot. The property is located on the west side of Stephenson Hwy. just north of Whitcomb Ave.

Staff recommends that the City Council adopt Ordinance #2201 (PRZN 24-01) upon second reading.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Oakland County Parks - Red Oaks Park (Ambassador) Design

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Representatives from Oakland County Parks will be present to review the final design of Ambassador Park.

RECOMMENDATION:

No City Council action is necessary. This report is being provided for public information. Further we are planning a virtual Community Conversation in January to review this design with the community.

RED OAKS PARK

Item 2.



MADISON HEIGHTS DESIGN UPDATE

December 2, 2024

SITE PLAN











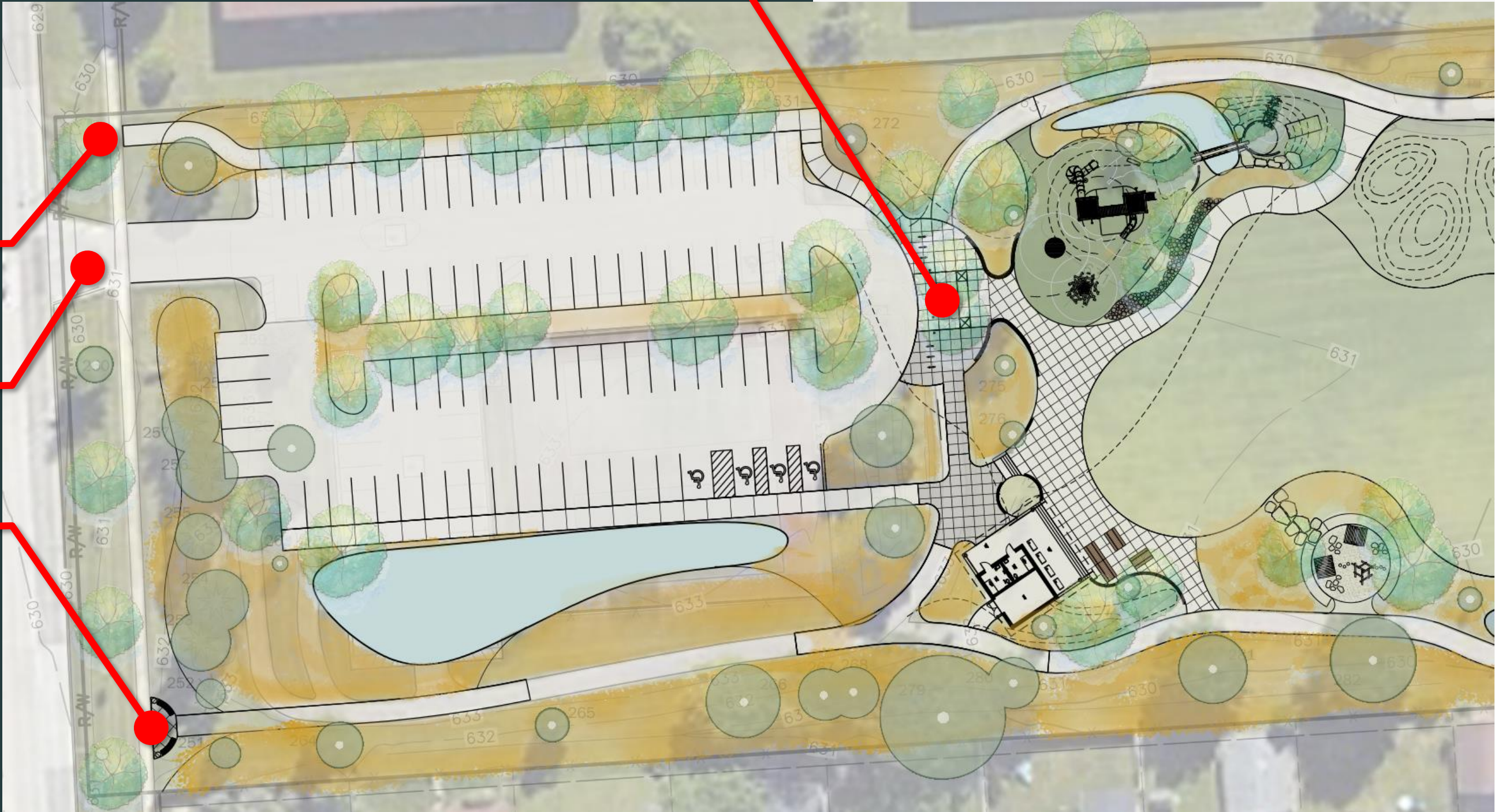
ENTRIES

Drop-off plaza

East Pedestrian access

Parking lot

West Pedestrian access

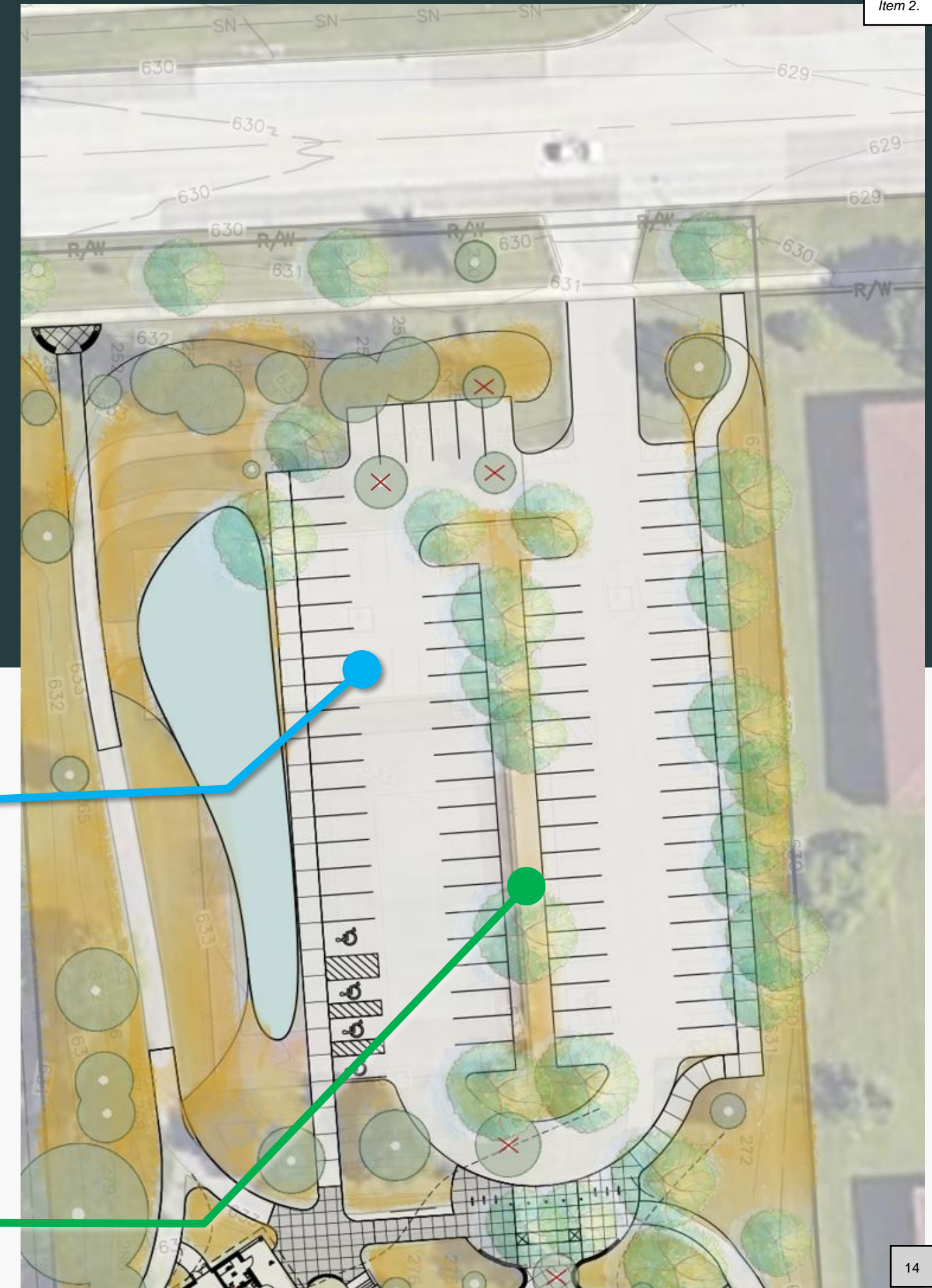


PARKING LOT

- Asphalt
- No curbs except to direct water
- Parking blocks
- Direct all feasible runoff to bioswales/rain gardens



Add additional parking bays for a total of +/- 85 spaces

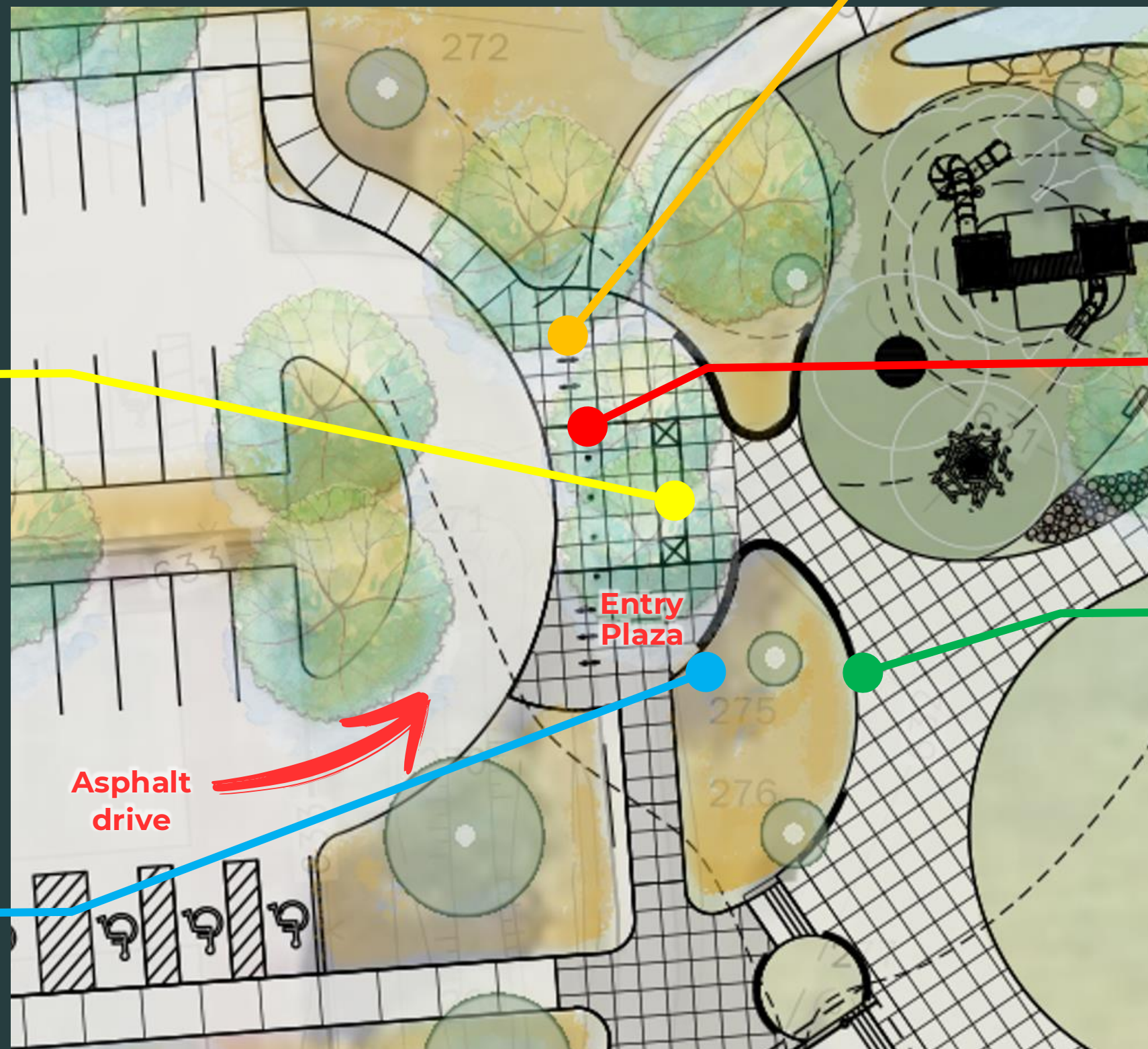


ENTRY PLAZA

Tree grille strips



Sign/map/Red Oaks Park Info



Black hoop bike racks (6)



Item 2.



Lit bollards



Concrete exposed aggregate seatwall

ACCESSIBLE FEATURES

In addition to meeting all ADA Accessibility Standards, the Red Oaks Park design **prioritizes universal accessibility**, providing opportunities for people of **all abilities** to **interact** and **engage** with each other throughout the park.



Pedestrian access from 13 Mile Rd

Accessible pathways throughout

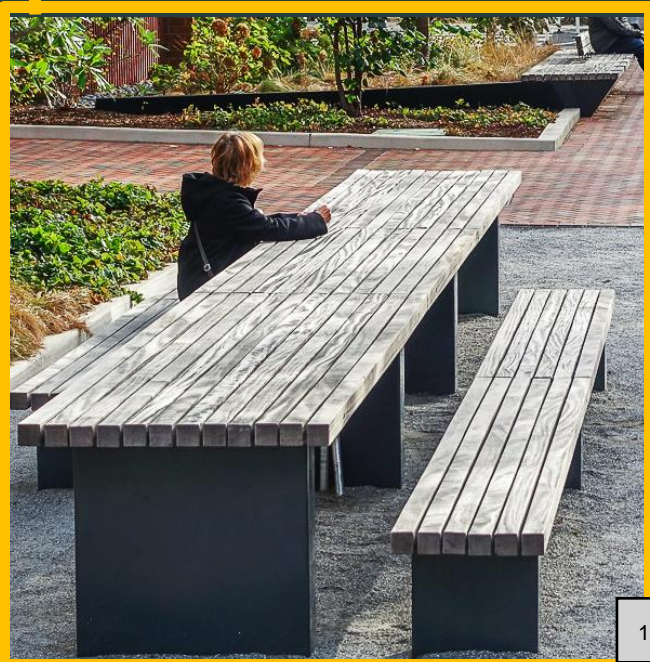
Fixed mount adult changing tables in restrooms



Poured-In-Place surfacing in the entire play garden



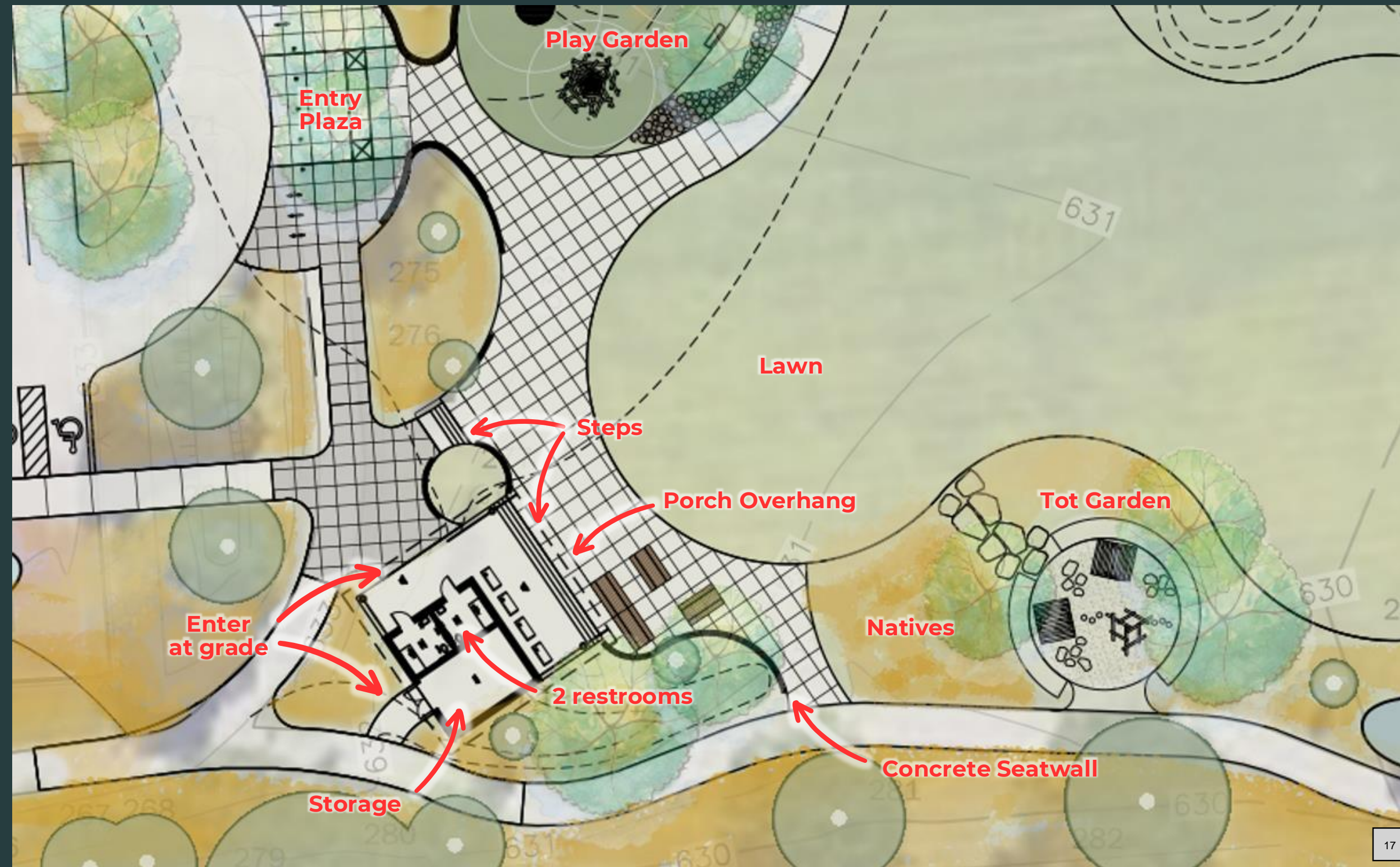
Various seating options throughout



PORCH GARDEN

Amenities included:

- Swings
- Adirondacks
- Tables
- Water filling station
- Bike racks (6)
- Charging stations
- Native landscaping

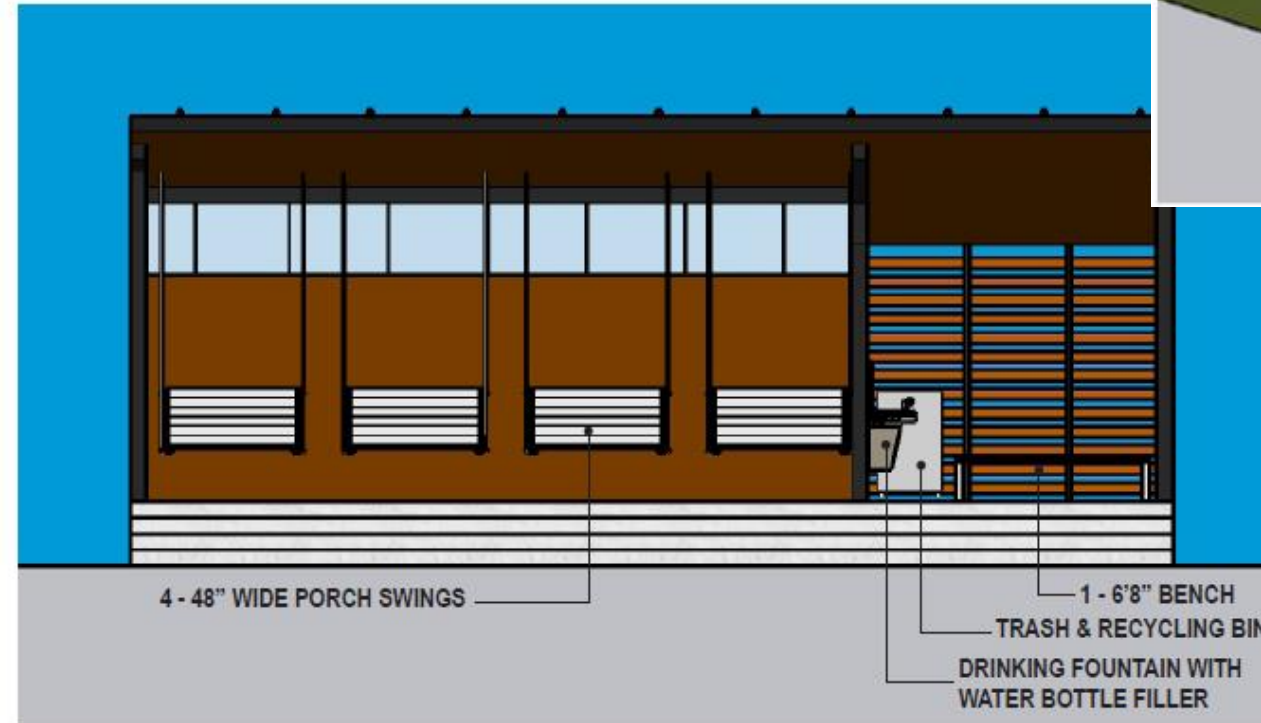


PORCH PAVILION CONCEPTS

Item 2.



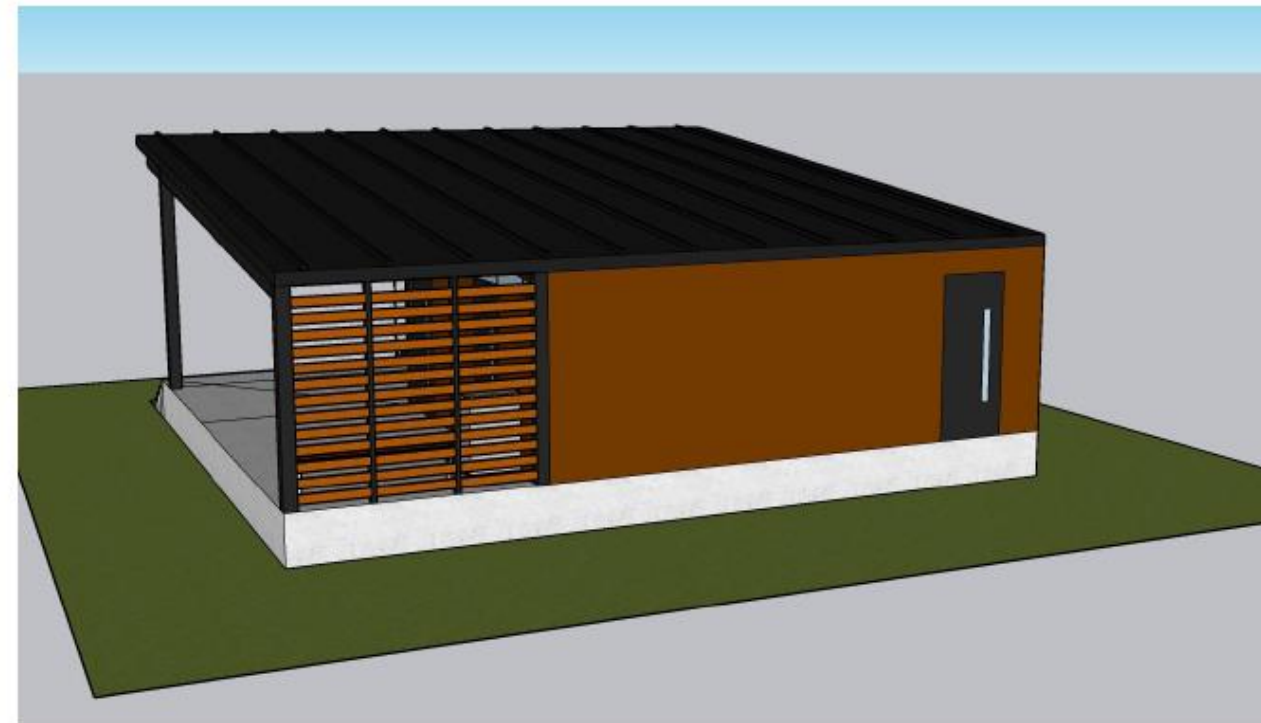
SIDE VIEW



FRONT VIEW



PERSPECTIVE VIEW

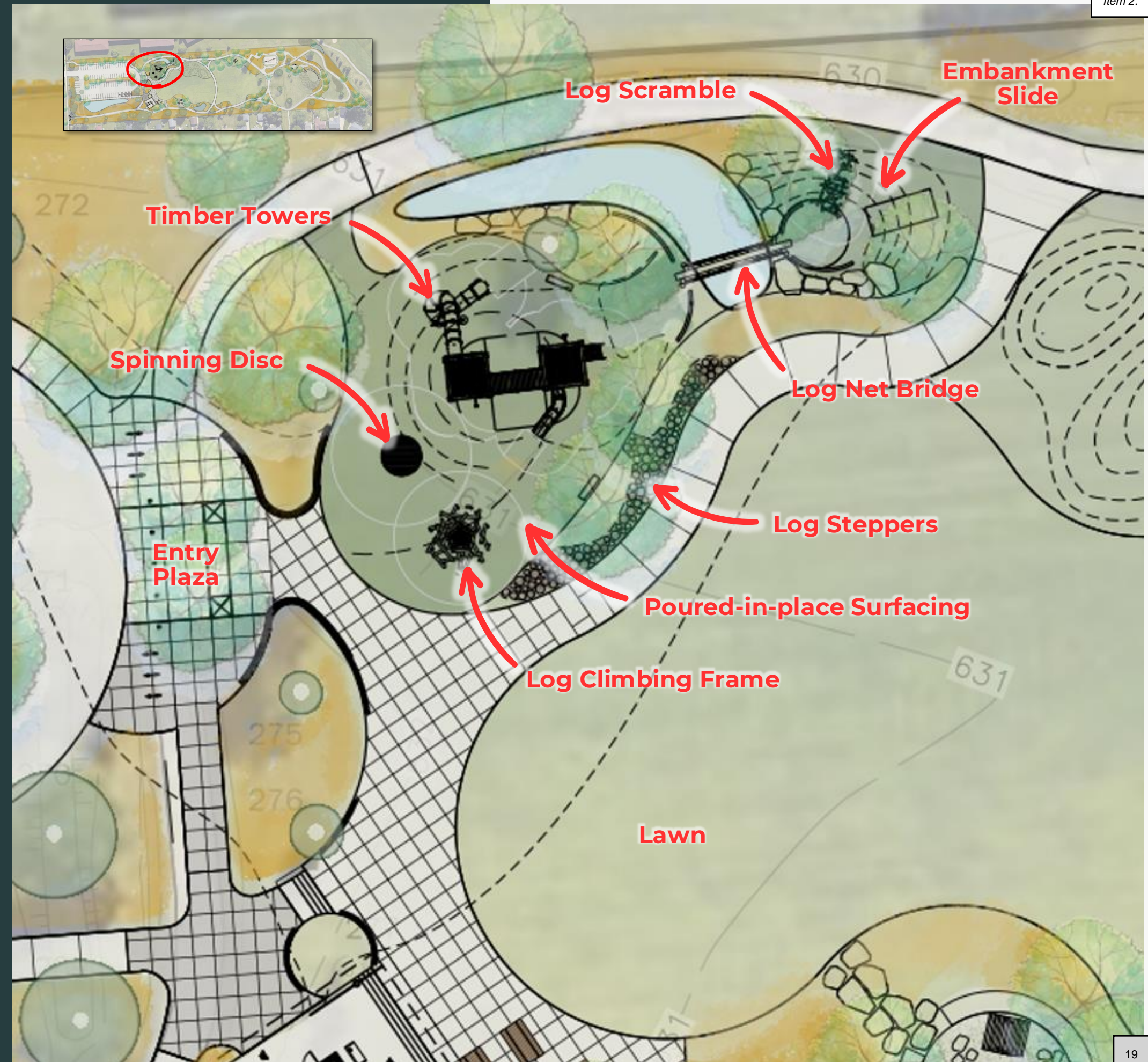


REAR VIEW - OPTIONAL RELOCATED STORAGE ENTRANCE

- Block building with board and batten siding and brick wainscot
- Black metal standing seam roof
- Screen walls for added privacy
- Windows

PLAY GARDEN

- Poured-in-place surfacing + Artificial turf
- Topography - Mounding
- Manufacturers: Earthscape, Duncan & Grove, Columbia Cascade
- Large Dual Timber Tower Structure, Log Climbing Structure, with play pieces and smaller elements
- Seating (traditional and natural)
- Shade
- Net Bridge over GSI
- Art



PLAY GARDEN

Color Palette



BLUE BATH 1155



OCEAN BAY BLUE 74



MADISON AVENUE 1163



NATURAL ROBINIA



Timber Towers



Log Net Bridge



Embankment Slide



Log Climbing Frame



Spinning Disc



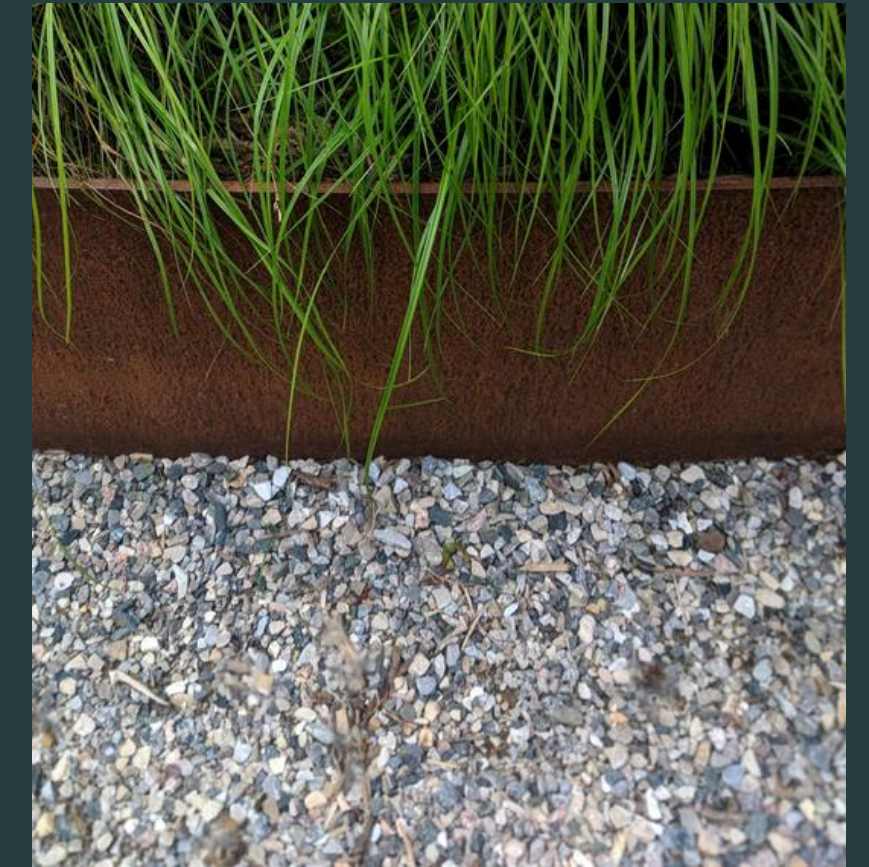
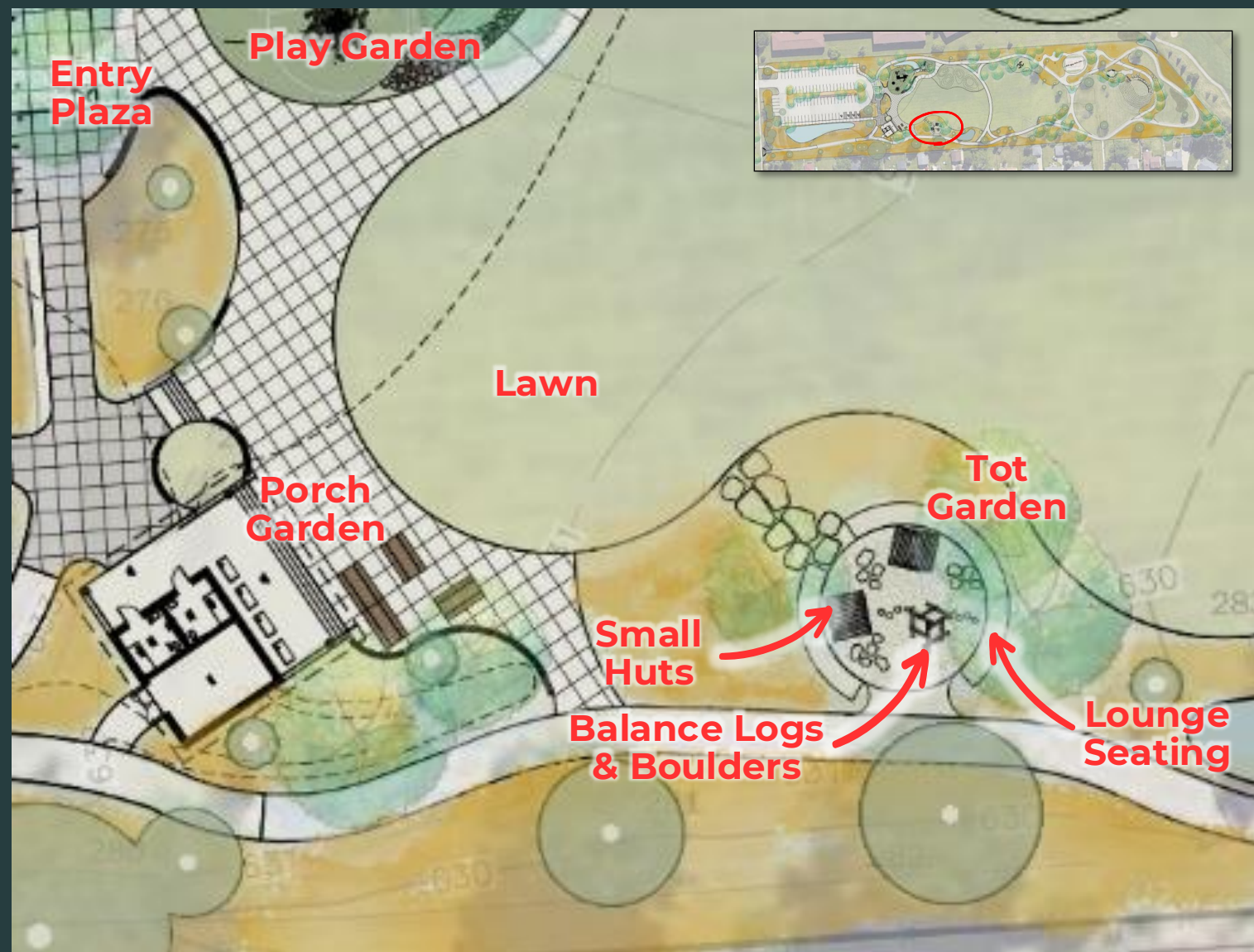
Log Steppers



Log Scramble & Steps

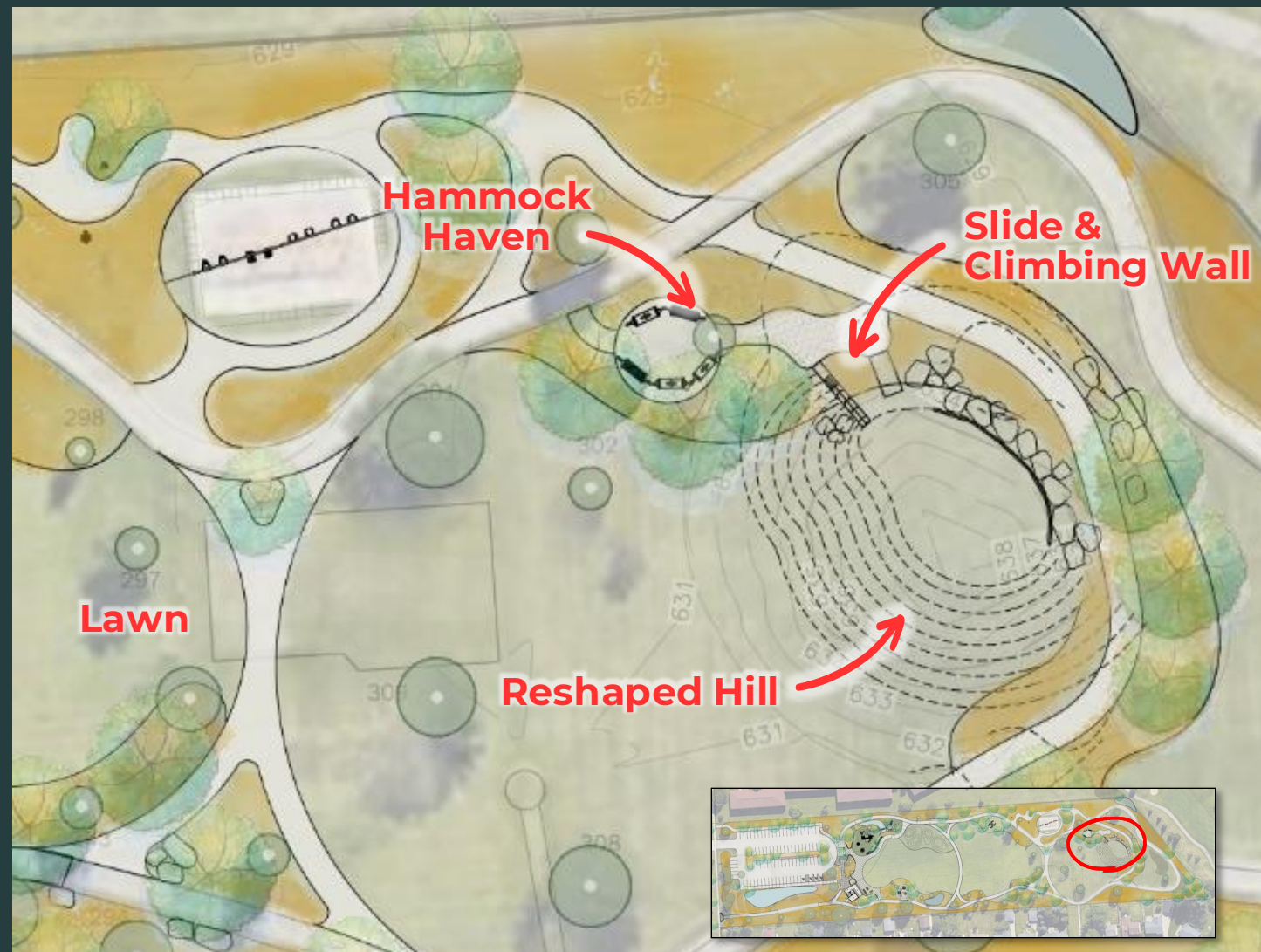
TOT GARDEN

Item 2.



- Lounge Style Seating
- Decomposed Granite or pea gravel for digging and playing
- Small Huts
- Native Landscaping
- Significant Trees for Shade
- Balance Logs & Boulders

THE HOLLOW & HILL



- Hammock Haven
- Straight Tube Slide
- Angled climbing wall
- Native Landscape stabilization
- Reshaped sledding hill
- Outcropping stone wall and small diameter log railing



REFLECTION GARDEN



- Art & Whimsy
- Colorful
- Native trees
- Refined plantings
- Seating for respite and reflection



Red Oaks Park | Working Schedule for Construction in 2025

September 27th

✓ 60% DD Review (**Phase I**)

October 9th

✓ 60% DD comments back from OCPR

October 25th

✓ 60% DD Review (**Phase II – remainder of park**)

December

☐ ARPA Funds Purchase Order to DeMaria

☐ Submit Site Plan Package (**Phase I and Phase II – entire park**) to Madison Heights for Administrative Review/Approval

January

☐ 90% CD Review Meeting

☐ Order Playground Equipment (long lead time)

February

☐ 90% Cost Estimate Review

☐ CDs Complete

☐ Final Cost Estimate Review

☐ Public information/update out

Spring 2025

☐ Construction Begins



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

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

AGENDA ITEM CONTENT: Director of Public Services - Field Use Agreement with Madison Heights Soccer

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Presented for Council's consideration is a new four-year field use agreement and Soccer Complex use agreement with the Madison Heights Youth Soccer Association. The four year time period will align this agreement with the five-year periods recently approved for baseball, football, and the Stay and Play Social Club.

RECOMMENDATION:

Staff recommends that Council approve the field use agreements, and authorize the Mayor and Clerk to sign on the City's behalf.

FIELD USE AND INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

This AGREEMENT is made on this ____ day of _____, 20__ by and between the MADISON HEIGHTS YOUTH SOCCER ASSOCIATION, a non-profit (I.R.S. Section 501(c)(3)) organization affiliated with Michigan State Youth Soccer Association whose address is 30943 Iroquois, Warren, Michigan 48088 (hereinafter "MHYSA") and the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "CITY"). In this Agreement, either MHYSA and/or the CITY may also be referred to individually as a "Party" or jointly as "Parties."

WHEREAS, MHYSA desires to use City Park Land for the purpose of conducting a soccer program; and;

WHEREAS, the CITY deems it to be in the public interest to promote recreation, including soccer in its park system under the conditions as hereinafter set forth; and,

WHEREAS, the parties do hereby covenant and agree as follows:

NOW THEREFORE, the CITY, for and in consideration of the covenants to be performed by MHYSA, does hereby permit MHYSA to use certain fields located in certain parks as hereinafter described for the sole purpose of soccer games, practices, and scrimmages. The parks to be used by MHYSA for aforementioned events are: Civic Center, Edison, and Rosie's. The Youth Soccer Complex shall be governed under a separate agreement.

TERM

The term of this Agreement shall begin January 1, 2025 through December 31, 2028. Specific dates for the use of said fields within the parks by MHYSA are hereinafter set forth and the same may be modified from time to time upon mutual consent of the parties hereto: April 1 — November 15.

COVENANTS OF ASSOCIATION

MHYSA does hereby covenant and agree with the CITY that MHYSA will:

1. MHYSA agrees to submit a completed practice and game schedule of all park usage to the Recreation Supervisor or designee prior to the start of the season (March 31 and August 31).
2. Use and occupy said parks in a careful and proper manner and in particular shall not permit any vehicles to be driven on turf unless supervised by a designated employee from the Department of Public Services; not permit the use of loud speaker system, unless approved by the Director of Public Services or designee; and shall not erect or place any buildings, tents, mobile carts, or similar facilities without written permission from the Director of Public Services or designee; and,
3. Not use or occupy said parks for any unlawful purpose; and will conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the parks; and
4. Indemnify and hold harmless the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the use

of fields and equipment owned by the CITY (e.g., bleachers) for soccer practice, games and events during the term of this Agreement. In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, during the term of this Agreement, MHYSA hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Field Use and Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the sole omissions to act on the part of the CITY; and,

5. Agree that MHYSA sponsored soccer events run by a third party will require City Council approval (to be requested by MHYSA) and will require an executed and notarized Indemnification, Defend, and Hold Harmless Agreement from the third party vendor; and,
6. Agree to maintain with the CITY a valid Certificate of Insurance (Acord) including coverages and limits as required by the City's Risk Manager and naming the CITY as an additional insured for the purpose of the activities contained in this Agreement; and,
7. Leave the park, at the expiration or prior termination of this Agreement and any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted; and,
8. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this Agreement; and,
9. Provide supervision, officiating, and equipment (e.g. uniforms, balls, pads) to perform the activities contained in this Agreement and to insure the safety of participants and the public. MHYSA agrees to move any equipment as requested by the Director of Public Services or designee; and,
10. Assist the CITY in their effort to adequately maintain the fields they are assigned. This assistance may include but not be limited to volunteer labor, donation of materials, and financial assistance for such maintenance as re-sodding, top dressing, aeration, fertilization and overseeding; and,
11. Restrict use of certain parks or portions thereof if requested by the CITY to facilitate field maintenance; and,
12. Agree to educate participants regarding the need to obey all parking and traffic control requirements at and around the Park; and,
13. Agree that all volunteers, including coaches, officials and referees, have received sufficient training by MHYSA and have passed background checks performed by MHYSA to ensure the safety and welfare of all participants, spectators, and others involved in MHYSA's program.
14. Maintain proper Concussion Awareness Training and accompanying records in accordance with State of Michigan Public Acts 342 & 343 of 2012.
15. If an event is held at the CITY'S fields and is run by a third party that provides revenue back to MHYSA, MHYSA shall reimburse the CITY for all costs incurred by the CITY to support such event.

MHYSA agrees to disclose the revenue percentage split with the third party by providing the CITY with a copy of MHYSA'S operating and/or financial agreement with the third party.

16. Provide payment for field use as set forth by the CITY at the end of each season in a timely manner as requested by the CITY. This payment shall be \$1,000 in 2025, \$1,000 in 2026, \$1,000 in 2027, and \$1,000 in 2028.

COVENANTS OF CITY

The CITY does hereby covenant and agree with MHYSA that the CITY will:

1. Maintain the fields used by MHYSA, including mowing, fertilization, weed control, lining/stripping, and seeding or re-sodding, if needed; and,
2. Open and close the Park Shelter Building restrooms when the Park Ranger is available; and,
3. Schedule other park users so as to minimize the potential for conflict with MHYSA activities during the periods specified above under TERM. In the event of a conflict, the CITY will make a good faith effort to find an alternative location for MHYSA; and,
4. The CITY reserves the right to determine who may use the parks outside normal use by MHYSA.

MUTUAL COVENANTS

It is mutually agreed by and between the CITY and MHYSA that:

1. This Agreement and all covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under MHYSA in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
2. These agreed upon parks are owned and held by the City of Madison Heights for the use and benefit of the general public, and should the CITY determine that said parks are needed for any purpose whatsoever, the CITY shall have the right and privilege of canceling and terminating this Agreement upon giving to MHYSA ninety (90) days notice in writing of its intentions to cancel and terminate this Agreement. MHYSA also shall have the right and privilege of canceling and terminating this Agreement upon giving the CITY ninety (90) days notice in writing if its intentions to cancel or terminate this Agreement; and,
3. If MHYSA shall at any time be in default in the performance of any of the covenants or provisions of this Agreement, and MHYSA shall fail to remedy such default within fifteen (15) days after written notice thereof from the CITY, it shall be lawful for the CITY to cancel this Agreement, and thereupon this Agreement and everything herein contained in the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from MHYSA all damages due up to the time of such entry; in case of any such default and entry by the CITY, the CITY may reschedule usage of said parks for the remainder of said term.
4. Nothing contained herein, including the indemnity provisions stated above, shall constitute a waiver of governmental immunity or other defenses to claims or lawsuits alleged by any person or entity

- IN WITNESS THEREOF**, the parties hereto have hereunto signed this Fields Use and Indemnification, Defend, and Hold Harmless Agreement this _____ day of January, 20__.

By: _____
Tammy Crook _____
President _____

Witness _____

On this ____ day of _____, 20____, before me, a notary public in and for said County and State, personally appeared the above named _____, President of Madison Heights Youth Soccer Association to me personally known, who being by me duly sworn, did say that she has read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to her by their representatives, and that she fully understands the contents thereof, and that she has signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as her own free act and deed and on behalf of the aforesaid organization.

By: _____
Roslyn Grafstein
Mayor

Witness

4

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

This AGREEMENT is made on this ____ day of _____, 20__ by and between the MADISON HEIGHTS YOUTH SOCCER ASSOCIATION, a non-profit (I.R.S. Section 501(c)(3)) organization affiliated with the Michigan State Youth Soccer Association whose address is 30943 Iroquois, Warren, Michigan 48088 (hereinafter "MHYSA") and the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "CITY"). In this Agreement, either the MHYSA and/or the City may also be referred to individually as a "Party" or jointly as "Parties."

RECITATIONS:

WHEREAS, the GEORGE W. KUHN DRAINAGE DISTRICT (DISTRICT) is the fee owner of certain real property located on west side of John R. Road, East of I-75 between 12 Mile Road and 13 Mile Road at 29601 John Road, in the CITY, and as set forth in the attached Exhibit "A" (soccer site plan) excluding the training facility; and,

WHEREAS, the CITY has entered into a License, Use and Maintenance Agreement to operate and maintain soccer fields, over and within the DISTRICT'S property as described; and,

WHEREAS, the CITY and MHYSA acknowledge and accept the paramount rights of the DISTRICT to permanently maintain and control usage of the DISTRICT'S property; and,

WHEREAS, the MHYSA desires to make use of the soccer complex for house and travel games, coordinate the scheduling of the fields, and use the park shelter building for storage, meetings, restrooms and concessions.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. **PREMISES.** The CITY and the MHYSA agree to operate and maintain the Premises as described herein and more fully set forth in "Exhibit A," with each party's responsibilities defined below and subject to all easements and other conditions set forth in this Agreement.
2. **TERM.** This Agreement shall commence on January 1, 2025 and terminate on December 31, 2028.
3. **"SOCCER COMPLEX".** The CITY and the MHYSA shall be responsible for the operation of the "Soccer Complex", and both parties shall be responsible for liability and maintenance of the "Soccer Complex" installed upon the PREMISES as provided in the table below:

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

| Responsibility | CITY | MHYSA |
|--|---|--|
| Building Maintenance, Painting, Plumbing, HVAC/Furnace Repair, Roof Repair | X | |
| Concessions | Off-Season Summer – June 16-July 31 Winter – November 2-March 31 | In-Season (Spring & Fall) |
| Custodial – Grounds | X | |
| Custodial – Interior | Off-Season: Summer – June 16-July 31 Winter – November 2-March 31 | In-Season: Spring – April 1-June 15 Fall – August 1-November 1 |
| Fields – Aeration | X | |
| Fields – Lining | X | |
| Fields – Overseeding / Top Dressing | X | |
| Fields – Scheduling / Use | Off-Season: Summer – June 16-July 31 Winter – November 2-March 31 | In-Season: Spring – April 1-June 15 Fall – August 1-November 1 |
| Fields – Sod Repair and Replacement | X | |
| Goal Post and Net Maintenance/Repair | | X |
| Grass Cutting | X | |
| Grass Fertilization | X | |
| Lock / Unlock Restroom Outside Doors | May 31-October 31 | |
| Parking Lot Sweeping | X | |
| Resealing and Restriping of Parking Lot | X | |
| Non-OCPR Signage Repair and Replacement | X | |
| Sprinkler Repair and Annual Winterizing | X | |
| Trash – Emptying Individual Garbage Cans | Off Season: Summer – June 16-July 31 Winter – November 2-March 31 | In Season: Spring – April 1-June 15 Fall – August 1-November 1 |
| Trash – Collection & Disposal of 4-yard Front Load Dumpster | X | |
| Utilities – Electric | X | |
| Utilities – Gas/Heat | X | |
| Utilities – Watering (Water and Sewer) | X | |

- For the purpose of offsetting the cost to operate the SOCCER COMPLEX, the CITY grants the MHYSA permission to rent usage of the soccer fields to other soccer organizations for the purpose of soccer games and practices only. The MHYSA shall assume full responsibility for scheduling field use by other organizations. No third-party building usage is permitted. The requirements of Section 4 (Liability and Insurance) below shall also apply to all renters. The MHYSA assumes full responsibility to obtain the required Certificate of Coverage from the renter and to provide the City with a copy of same at least fifteen (15) days prior to the rental.
- The City and the MHYSA shall keep the Premises in good repair, wear and tear from reasonable use and damage excepted.
- The MHYSA will designate an official to coordinate with the CITY on SOCCER COMPLEX maintenance.

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

4. LIABILITY AND INSURANCE.

- a. Prior to the effective date of this Agreement and continuing for the duration of this Agreement, the MHYSA shall obtain and maintain General Liability Insurance with minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (solely for the use of this agreement with the City of Madison Heights) and add or name the CITY, as an additional insured on the policy. The insurance requirements identified herein may be reviewed periodically. If necessary, the City and the MHYSA agree to negotiate appropriate insurance limits increases.
- b. To the extent permitted by law the MHYSA shall indemnify and hold the CITY harmless from any and all Claims which are incurred by or asserted against the CITY by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MHYSA or MHYSA'S officials, officers, employees and/or agents, including, without limitation, all Claims relating to the scheduling and use of fields, use of the park shelter building and maintenance of the Soccer Complex.
- c. To the extent permitted by law the CITY shall indemnify and hold the MHYSA harmless from any and all Claims which are incurred by or asserted against the MHYSA by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of CITY or CITY'S officials, officers, employees and/or agents, including, without limitation, all claims relating to the operation and maintenance of the Soccer Complex.
- d. Nothing contained herein, including the indemnity provisions stated above, shall constitute a waiver of governmental immunity or other defenses to claims or lawsuits alleged by any person or entity. All parties reserving their respective rights and immunities as provided by law. In this agreement, "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, fines, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs.

5. REVENUES. The MHYSA will be allowed to operate the park shelter building concession in-season, and the CITY will be allowed to operate the park shelter building concession off-season. Each party shall retain revenues from the sales of their respective activities.

6. CITY'S RESERVATION OF RIGHTS.

- a. MHYSA understands and agrees that the primary and paramount purpose of the Premises are for the drain, sewer, and pollution control facilities that are operated and maintained by DISTRICT. Accordingly, MHYSA agrees that the operations of the

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

Soccer Complex shall not damage, impair or interfere with the operations of the drain, sewer and pollution control facilities that exist now or in the future. DISTRICT reserves the right to inspect the PREMISES from time to time.

- b. In the event that the operations of the " Soccer Complex" disrupt, interfere or cause damage to the drain, sewer or pollution control facilities or their operations, MHYSA agrees to immediately cease its Soccer operations and abate the interference or disruption to drain, sewer or the pollution control facilities. MHYSA further agrees to assume liability for any damages to the drain, sewer or pollution control facilities, or costs to the MHYSA directly resulting from MHYSA's soccer and related operations.
- c. ACCESS BY DISTRICT AND THE CITY: Subject to the DISTRICT and the CITY having access at all times to any part of the Premises, including any portions of the property occupied by the "Soccer Complex" the MHYSA will have first come, first-served priority to the park shelter building. The CITY will coordinate the scheduled use of the park shelter building including, but not limited to, the planned use of the building for DISTRICT sponsored training sessions. Planned use of the park shelter building should be booked by the start of each calendar quarter.
- d. In the event of an emergency, as determined by the Oakland County Water Resources Commissioner, the Water Resources Commissioner will deliver to CITY and the CITY to MHYSA a "Notice of Emergency" specifying which part of the "Soccer Complex" is disrupting, interfering, or damaging drain, sewer, or pollution control facilities operated by the DISTRICT. The CITY and MHYSA will discontinue use of all or that part of the "Soccer Complex" so identified by the Oakland County Water Resources Commissioner until the emergency is abated. If the MHYSA fails to comply with the "Notice of Emergency" delivered by the CITY, then the Water Resources Commissioner may cause the use to be discontinued of all or part of the "Soccer Complex" on the Premises identified in the "Notice of Emergency." In the event that that the Soccer Complex is disrupted due to an emergency, then the CITY and MHYSA shall not be required to operate and maintain that part of the Soccer Complex that is disrupted. In the event of a disruption due to an emergency that results in the destruction of part or all of the soccer fields, the DISTRICT will restore such fields on the premises. The DISTRICT shall determine in its sole discretion, whether or not to replace, repair fixtures, such as concession stands, pavilions or restroom facilities at District's expense. In addition, the DISTRICT shall not be liable to the CITY or the MHYSA for lost revenue or other damages resulting from emergency repairs to the drain, sewer or pollution control facilities.

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

- e. In the event that DISTRICT is required to comply with any administrative permit, rule and/or regulation issued or promulgated by the United States Government or State of Michigan, or agency thereof, or any court order, to improve, repair, or construct additional drain or sewer facilities within the Premises; or conduct any other activities related to its operations and maintenance of the drain, sewer or pollution control facilities, water main and storm sewers, and where such action results in the removal or destruction of all or a portion of the "Soccer Complex", the DISTRICT has agreed to restore the "Soccer Complex" on the PREMISES to its pre-existing condition.
 - f. If the DISTRICT, in order to comply with any rule or regulation issued or promulgated by the United States Government or the State of Michigan, or agency thereof, or any court order, is required to take all or a portion of the PREMISES for drain, sewer, or pollution control facilities, which taking would effectively terminate the ability of the CITY and the MHYSA to operate the "Soccer Complex", then this agreement will terminate at the end of ninety (90) day notice served upon the CITY by DISTRICT and upon MHYSA by the CITY. During the ninety (90) day period, the CITY and the MHYSA will remove its equipment and fixtures from the PREMISES. The CITY will not be required to remove structures from the PREMISES if the structures will be destroyed as a result of the work to be done by DISTRICT to comply with governmental mandates. However, the DISTRICT may remove if the CITY and/or the MHYSA fail to remove structures as required. Under no circumstances shall the DISTRICT or the CITY be liable to the MHYSA for lost revenue or other damages resulting from compliance with the governmental mandates envisioned by this paragraph.
 - g. In the event the MHYSA is unable to use the Soccer Complex due to the DISTRICT'S need to address an emergency or compliance direction from the State or United States Government, the CITY will provide the MHYSA available alternative field locations.
 - h. This agreement does not and is not intended to impair, divest, delegate or contravene any constitutional, statutory and/or legal right, privilege, power, obligation, duty, capacity or immunity of the CITY.
7. ASSIGNMENT. This agreement may not be assigned by MHYSA without prior written consent of the CITY.
8. UTILITIES. The CITY agrees to pay the utilities for the Soccer Complex as contained above under Section 3.
9. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

construed as a whole according to its fair meaning, and not construed strictly for or against any party.

10. CAPTIONS. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in the contract shall be deemed the appropriate plurality, gender or possess as the context requires.
11. ENTIRE CONTRACT; SEVERABILITY; WAIVER.
 - a. This Agreement sets forth the entire agreement between the CITY and MHYSA regarding the Soccer Complex and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.
 - b. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the CITY and MHYSA in any way related to the subject matter hereof, except as expressly stated herein.
 - c. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein. If any provision(s) of the Agreement or application thereof to any extent found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent of the law. This Agreement may be modified or amended only by written agreement of the CITY and MHYSA.
 - d. The terms and conditions of this Agreement shall be binding and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.
 - e. WAIVER: No waiver of any term, provision or condition in this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a further continuing waiver of a term, provision or condition of this agreement. No remedy available to a party to this agreement for the other party's breach of this agreement is intended to an exclusive remedy. A party's exercise of any remedy for breach of this agreement shall not be deemed or construed to waiver of its right to pursue another remedy.

YOUTH SOCCER COMPLEX USE AGREEMENT

Item 3.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Agreement on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Agreement.

MADISON HEIGHTS YOUTH SOCCER ASSOCIATION ("MHYSA")

By: _____

Tammy Crook
President

Witness

STATE OF MICHIGAN }
COUNTY OF OAKLAND

On this ____ day of _____, 20____, before me, a notary public in and for said County and State, personally appeared the above named _____, President of Madison Heights Youth Soccer Association to me personally known, who being by me duly sworn, did say that she has read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to her by their representatives, and that she fully understands the contents thereof, and that she has signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as her own free act and deed and on behalf of the aforesaid organization.

_____, Notary Public

County, Michigan

acting in the County of _____
My Commission expires: _____

CITY OF MADISON HEIGHTS ("CITY")

By: _____
Roslyn Grafstein
Mayor

Witness

By: _____
Cheryl Rottmann

Witness

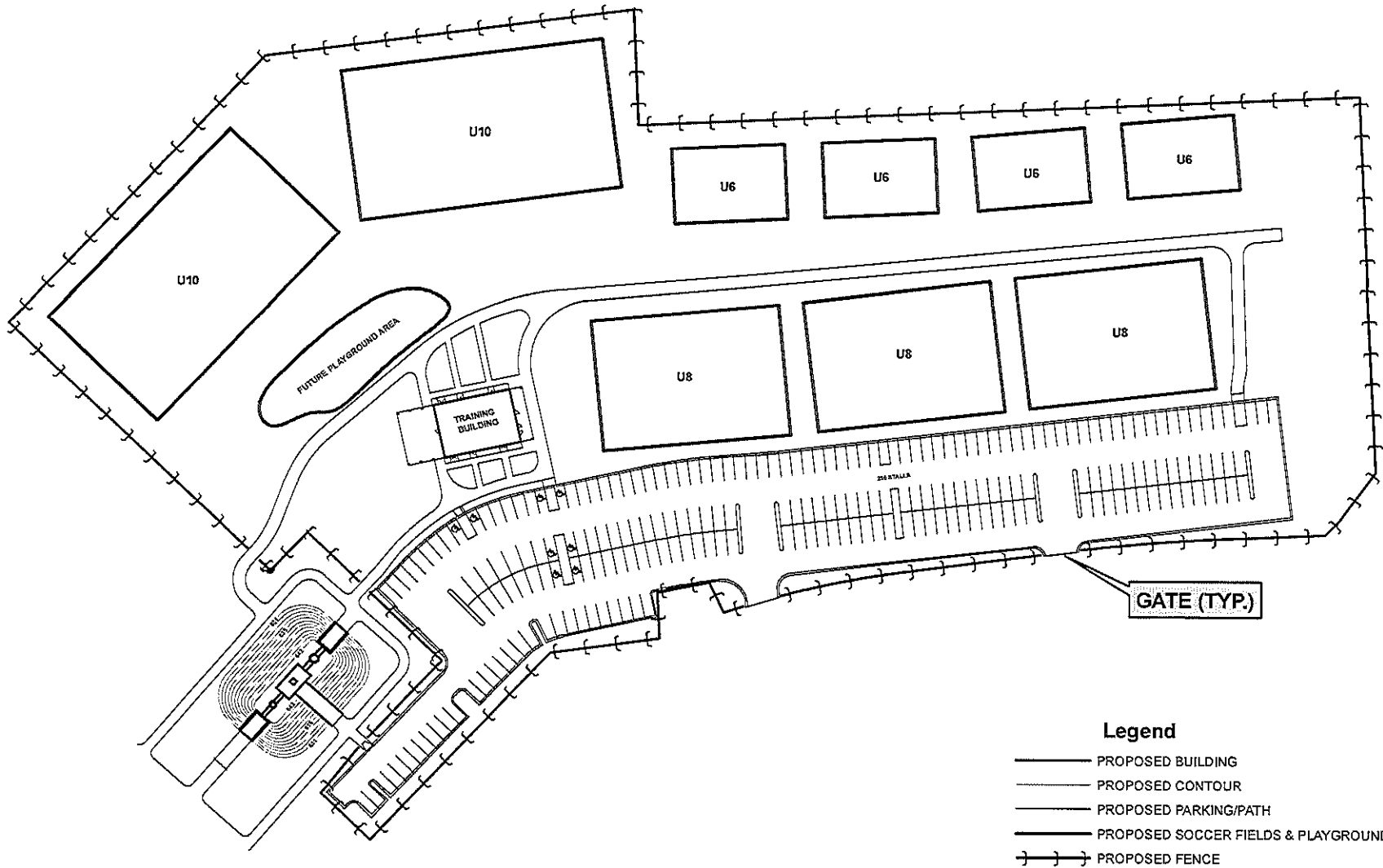


EXHIBIT "A" **RED OAKS - MADISON HEIGHTS SOCCER COMPLEX**



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

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

AGENDA ITEM CONTENT: Director of Public Services - Purchase of Quick View Sewer Camera

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$20,000

FUNDS REQUESTED: \$19,075

FUND: 592-901-982-0000

EXECUTIVE SUMMARY:

The FY 2024-25 Budget includes funding for a “quick view sewer camera”; a ruggedized digital camera and transmitter used to quickly and accurately inspect gatewells, storm drains, manholes and sewer pipework within manholes.

RECOMMENDATION:

Staff recommends that Council approve the purchase of one EnviroSight QuickView AirHD camera and equipment as quoted from MacQueen Equipment of Lake Orion, under the MiDeal cooperative bid, in the amount of \$19,075.00. Funding is budgeted and available.

MEMORANDUM

Item 4.

DATE: November 21, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Purchase – Quick View Sewer Camera

The FY 2024-25 Budget includes funding for a “quick view sewer camera”; a ruggedized digital camera and transmitter used to quickly and accurately inspect gatewells, storm drains, manholes and sewer pipework within manholes.

The DPS sewer camera arsenal consists of a push camera, which is used to inspect sewer laterals and internal building piping, and a crawler, which is a camera that is lowered into the sewer and rolls through the sewer main. The crawler is cumbersome to deploy, which is acceptable when it is being set up to inspect for a couple hours, but results in a significant loss of productivity when a quick view of a sewer condition is all that is needed.

In preparation for this budget cycle, DPS staff had demoed several models, and were most impressed with the EnviroSight. Staff recently demoed the unit again, and continued to be impressed with its durability, its zoom capability, and the quality and clarity of the picture. The camera is easy to use and collect data, and allows for multiple operators to view the live footage simultaneously on multiple devices. EnviroSight is the same manufacturer of the City’s other two sewer cameras, and has local repair support through MacQueen Equipment (formerly Bell Equipment) of Lake Orion.

Staff therefore recommends that Council approve the purchase of one EnviroSight QuickView AirHD camera and equipment as quoted from MacQueen Equipment of Lake Orion, under the MiDeal cooperative bid, in the amount of \$19,075.00. Funding is budgeted and available.

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



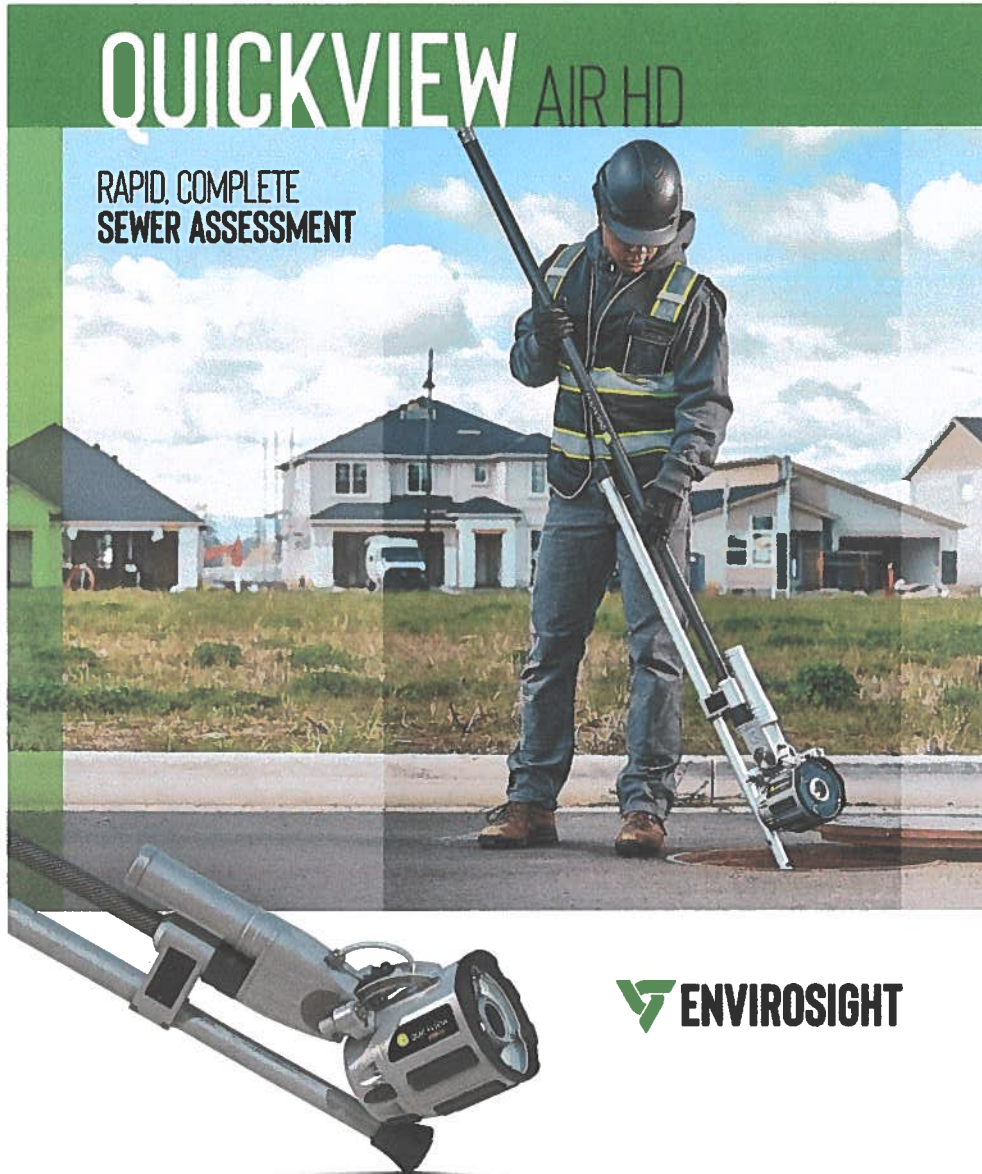
2024

ENVIROSIGHT QUICKVIEW AIRHD WIRELESS POLE CAMERA

- **HALOPTIC CAMERA HEAD WITH 360X ZOOM (30X OPTICAL, 12X DIGITAL)**
- **25 FOOT CARBON FIBER POLE**
- **WIRELESS OPERATION LINKED TO TABLET FROM WIFI SIGNAL**
- **ZOOM CAMERA WITH AUTO/MANUAL FOCUS AND AUTO/MANUAL SHUTTER**
- **HD VIDEO**
- **TOUCHSCREEN TABLET CONTROLS**
- **MOTORIZED TILT**
- **HANDS-FREE STABILITY WITH BI-POD**
- **CENTERING POLE TO ADJUST HEIGHT IN MANHOLE**
- **STORM STORAGE CASE**
- **DELIVERY AND TRAINING**
- **MICHIGAN MIDEAL PRICING \$19,075.00**

Thank you for the opportunity.

**Dan Bell
MACQUEEN
248-227-4018
dan.bell@macqueengroup.com**



Envirosight Inspection Cameras

DELIVER Item 4.

| Item # | EQUIPMENT MAKE & MODEL: | EQUIPMENT CATEGORY | MSRP | Set-Up Fees | Pricing with set-up fees (Delivery NOT Included) | Per mile from Contractor's nearest dealer location |
|--------|--|--------------------|------------|-------------|--|--|
| 27 | Envirosight Rovver X Truck Package with Lift HD | CAMERA | 108,019.00 | Included | \$108,019 | Included |
| 28 | Envirosight Rovver X Basic Truck Package with RX400 Crawler | CAMERA | 158,050.00 | Included | \$158,050 | Included |
| 29 | Envirosight Rovver X PRO 500 L System | CAMERA | 153,550.00 | Included | \$153,550 | Included |
| 30 | Envirosight SAT Combo 21 L System | CAMERA | 214,200.00 | Included | \$214,200 | Included |
| 31 | Envirosight Verisight Pro PLUS Push Camera - 200 | CAMERA | 12,262.00 | Included | \$12,262 | Included |
| 32 | Envirosight Verisight Pro PLUS Push Camera - 200 with Pan & Tilt | CAMERA | 29,975.00 | Included | \$29,975 | Included |
| 33 | Envirosight Verisight Pro PLUS Push Camera - 330 | CAMERA | 13,788.00 | Included | \$13,788 | Included |
| 34 | Envirosight QV 360 System | CAMERA | 21,745.00 | Included | \$21,745 | Included |
| 35 | Envirosight 25' Quickview Air HD Camea | CAMERA | 19,075.00 | Included | \$19,075 | Included |
| 36 | Envirosight 30' Quickview Air HD Camera | CAMERA | 19,892.00 | Included | \$19,892 | Included |
| 37 | Envirosight 6" & 8" Combo Jetscan 2.0 HD Video Nozzle | CAMERA | 16,786.00 | Included | \$16,786 | Included |

Note: Pricing does not include options, please see Schedule B2 for option pricing

Trackless Municipal Tractor

DELIVERY

| Item # | EQUIPMENT MAKE & MODEL: | EQUIPMENT CATEGORY | MSRP | Set-Up Fees | Pricing with set-up fees (Delivery NOT Included) | Per mile from Contractor's nearest dealer location |
|--------|--|--------------------|------------|-------------|--|--|
| 38 | Trackless Series MT7 Articulated Tractor | TRACTOR | 169,129.00 | Included | \$169,129 | 5.50 |

Note: Pricing does not include options, please see Schedule B2 for option pricing

Bonnell Vac

DELIVERY

| Item # | EQUIPMENT MAKE & MODEL: | EQUIPMENT CATEGORY | MSRP | Set-Up Fees | Pricing with set-up fees (Delivery NOT Included) | Per mile from Contractor's nearest dealer location |
|--------|---|--------------------|------------|-------------|--|--|
| 39 | Titan Leaf Loader | LEAF VAC | 72,000.00 | Included | \$72,000 | 5.50 |
| 40 | Titan Pro Plus Leaf Loader | LEAF VAC | 95,259.00 | Included | \$95,259 | 5.50 |
| 41 | Spartan Leaf Collector - 15 Cubic Yard | LEAF VAC | 113,068.00 | Included | \$113,068 | 5.50 |
| 42 | Spartan Leaf Collector - 20 Cubic Yard | LEAF VAC | 115,346.00 | Included | \$115,346 | 5.50 |
| 43 | Spartan Leaf Collector - 25 Cubic Yard | LEAF VAC | 121,011.00 | Included | \$121,011 | 5.50 |
| 44 | Spartan Leaf Collectot - 30 Cubic Yard | LEAF VAC | 122,579.00 | Included | \$122,579 | 5.50 |
| 45 | Spartan Pro Plus Leaf Collector - 15 Cubic Yard | LEAF VAC | 133,252.00 | Included | \$133,252 | 5.50 |
| 46 | Spartan Pro Plus Leaf Collector - 20 Cubic Yard | LEAF VAC | 135,530.00 | Included | \$135,530 | 5.50 |
| 47 | Spartan Pro Plus Leaf Collector - 25 Cubic Yard | LEAF VAC | 141,195.00 | Included | \$141,195 | 5.50 |
| 48 | Spartan Pro Plus Leaf Collector - 30 Cubic Yard | LEAF VAC | 142,803.00 | Included | \$142,803 | 5.50 |
| 49 | Olympian Leaf Collector - 23 Cubic Yard | LEAF VAC | 141,402.00 | Included | \$141,402 | 5.50 |
| 50 | Olympian Leaf Collector - 30 Cubic Yard | LEAF VAC | 148,902.00 | Included | \$148,902 | 5.50 |
| 51 | Cubic Yard | LEAF VAC | 122,224.00 | Included | \$122,224 | 5.50 |
| 52 | Cubic Yard | LEAF VAC | 126,440.00 | Included | \$126,440 | 5.50 |
| 53 | Leaf Collection Box - 10 Cubic Yard | LEAF VAC | 9,197.00 | Included | \$9,197 | 5.50 |
| 54 | Leaf Collection Box - 11.3 Cubic Yard | LEAF VAC | 9,597.00 | Included | \$9,597 | 5.50 |



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

PREPARED BY: Giles Tucker, CED Director

AGENDA ITEM CONTENT: CDBG Yard Service- 2024 Lawn Service Contract Amendment

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED: \$1,464

FUND:

EXECUTIVE SUMMARY:

On March 11, 2024, City Council approved the CDBG Lawn Service contract for the 2024 season, awarding the contract to Capital Landscape at a unit price of \$23.00 per lot. Staff asked for a contract limit not to exceed \$35,589. This contract amount was to cover the costs of 55 residences at 28 weeks at \$23.00. However, as the contract was written, service was provided for 29 weeks. Further, while there were months of service under 55 residences, for much of the season 56 residences were cut. Both deviations from were the result of human error on my part. This has resulted in a total cost of service of \$37,053, a total of \$1,464 over the City Council approved limit approved in March 2024. There are ample remaining Yard Services funds to cover this overage and still fund the recently approved Snow Removal contract and next Lawn Service contract for 2025.

RECOMMENDATION:

Staff requests that City Council amend the contract to Capital Landscape for the CDBG 2024 Lawn Service from \$35,589 to \$37,053.

MEMORANDUM

DATE: November 4, 2024

TO: Melissa Marsh - City Manager

FROM: Giles Tucker - Community & Economic Development Director

SUBJECT: CDBG Yard Services- CDBG Lawn Service Contract Overage

SUMMARY/BACKGROUND:

On March 11, 2024, City Council approved the CDBG Lawn Service contract for the 2024 season, awarding the contract to Capital Landscape at a unit price of \$23.00 per lot. Staff asked for a contact limit not to exceed \$35,589. This contact amount was to cover the costs of 55 residences at 28 weeks at \$23.00. However, as the contract was written, service was provided for 29 weeks. Further, while there were months of service under 55 residences, for much of the season 56 residences were cut. Both deviations from were the result of human error on my part. This has resulted in a total cost of service of \$37,053, a total of \$1,464 over the City Council approved limit approved in March 2024. As City Council approved a contract budget "not to exceed" \$35,589, staff needs to reapproach City Council for an additional \$1,464 in costs to pay the remaining outstanding balance owed to Capital Landscape. There are ample remaining Yard Services funds to cover this overage and still fund the recently approved Snow Removal contract and next Lawn Service contract for 2025.

STAFF RECOMMENDATION:

Staff requests that City Council amend the contract to Capital Landscape for the CDBG 2024 Lawn Service from \$35,589 to \$37,053.

Summary of Invoices- Capital Landscape

| # | invoice number | invoice issue | amount | check date |
|----|-------------------|------------------|------------|---------------|
| 1 | 2694 | 5/15/2024 | \$1,219.00 | 5/30/2024 |
| 2 | 2695 | 8/6/2024 | \$1,288.00 | 8/21/2024 |
| 3 | 2695 | 5/15/2024 | \$1,219.00 | 5/30/2024 |
| 4 | 2696 | 5/15/2024 | \$1,288.00 | 5/30/2024 |
| 5 | 2745 | 5/21/2024 | \$1,288.00 | 7/11/2024 |
| 6 | 2815 | 5/31/2024 | \$1,288.00 | 6/13/2024 |
| 7 | 2867 | 6/6/2024 | \$1,288.00 | 6/27/2024 |
| 8 | 3023 | 7/3/2024 | \$1,288.00 | 7/11/2024 |
| 9 | 3028 | 6/20/2024 | \$1,265.00 | 7/11/2024 |
| 10 | 3029 | 6/20/2024 | \$1,288.00 | 7/11/2024 |
| 11 | 3202 | 7/3/2024 | \$1,288.00 | 7/11/2024 |
| 12 | 3276 | 7/9/2024 | \$1,288.00 | 7/25/2024 |
| 13 | 3370 | 7/16/2024 | \$1,288.00 | 7/25/2024 |
| 14 | 3451 | 7/23/2024 | \$1,288.00 | 7/25/2024 |
| 15 | 3554 | 7/30/2024 | \$1,288.00 | 8/21/2024 |
| 16 | 3754 | 8/13/2024 | \$1,288.00 | 8/29/2024 |
| 17 | 3956 | 8/19/2024 | \$1,288.00 | 9/5/2024 |
| 18 | 4100 | 9/5/2024 | \$1,288.00 | 9/19/2024 |
| 19 | 4191 | 9/10/2024 | \$1,265.00 | 11/7/2024 |
| 20 | 4254 | 9/14/2024 | \$1,288.00 | 9/26/2024 |
| 21 | 4376 | 9/19/2024 | \$1,242.00 | 10/3/2024 |
| 22 | 4588 | 9/29/2024 | \$1,265.00 | 11/7/2024 |
| 23 | 4725 | 10/8/2024 | \$1,265.00 | 10/17/2024 |
| 24 | 4952 | 10/16/2024 | \$1,288.00 | 11/7/2024 |
| 25 | 4953 | 10/16/2024 | \$1,265.00 | 11/7/2024 |
| 26 | 5213 | 10/31/2024 | \$1,288.00 | 11/19/2024 |
| 27 | 5478 | 11/10/2024 | \$1,288.00 | 11/20/2024 |

Total Paid to Date \$34,477.00

UNPAID

| | | | | |
|----|------|------------|------------|--|
| 28 | 5557 | 11/14/2028 | \$1,288.00 | |
| 29 | 5215 | 10/31/2024 | \$1,288.00 | |

\$2,576.00

| | |
|--------------------------|--------------------|
| Grand Total | \$37,053.00 |
| CC Approved | \$35,589.00 |
| Overage Requested | \$1,464.00 |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|--------------------------|-------------------------|------------------|-----------------------------|-------------|-----------|
| V26547 | CAPITAL LANDSCAPES | | | | |
| 05/28/2024 | INVOICE | 2694 | 4/29/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,219.00 | |
| 05/28/2024 | INVOICE | 2696 | 5/13/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 05/28/2024 | INVOICE | 2695 | 5/06/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,219.00 | |
| 05/30/2024 | CHECK | TAL 508644 | | | 3,726.00 |
| 06/11/2024 | INVOICE | 2815 | 56 SENIOR LAWNS 5/27/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 06/13/2024 | CHECK | TAL 508724 | | | 1,288.00 |
| 06/26/2024 | INVOICE | 2867 | 6/3/24 56 SENIOR LAWN CUTS | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 3,864.00 | |
| 06/27/2024 | CHECK | TAL 508893 | | | 3,864.00 |
| 06/29/2024 | INVOICE | 3028 -3029 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,265.00 | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| | | | Distribution Total: | 2,553.00 | |
| 06/29/2024 | INVOICE | 3202 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 06/29/2024 | INVOICE | 2745 | 5/20/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 07/11/2024 | INVOICE | 3203 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 07/11/2024 | CHECK | TAL 509025 | | | 5,129.00 |
| 07/24/2024 | INVOICE | 3276 | 7/8/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 07/25/2024 | INVOICE | 3451 | 07/22/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 07/25/2024 | INVOICE | 3370 | 7/15/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 07/25/2024 | INVOICE | 508893 | CREDIT FOR OVERPAYMENT | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | (2,576.00) | |
| 07/25/2024 | CHECK | TAL 509151 | | | 2,576.00 |
| 08/21/2024 | INVOICE | 3663 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 08/21/2024 | INVOICE | 3554 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 08/21/2024 | CHECK | TAL 509377 | | | 2,576.00 |
| 08/27/2024 | INVOICE | 3754 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 08/29/2024 | CHECK | TAL 509466 | | | 1,288.00 |
| 09/04/2024 | INVOICE | 3956 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 09/05/2024 | CHECK | TAL 509535 | | | 1,288.00 |
| 09/17/2024 | INVOICE | 4100 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 09/19/2024 | CHECK | TAL 509649 | | | 1,288.00 |
| 09/23/2024 | INVOICE | 4254 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 09/26/2024 | CHECK | TAL 509721 | | | 1,288.00 |
| 10/01/2024 | INVOICE | 4376 | | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,242.00 | |
| 10/03/2024 | CHECK | TAL 509810 | | | 1,242.00 |
| 10/14/2024 | INVOICE | 4725 | 55 SENIOR LAWN CUTS 9/30/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,265.00 | |
| 10/17/2024 | CHECK | TAL 509928 | | | 1,265.00 |
| 11/05/2024 | INVOICE | 4191 | 8/26/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,265.00 | |
| 11/05/2024 | INVOICE | 4952 | 10/07/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,288.00 | |
| 11/05/2024 | INVOICE | 4588 | 10/14/24 | | |
| | | 276-728-818-0000 | CONTRACTUAL SERVICES | 1,265.00 | |
| 11/05/2024 | INVOICE | 4953 | 10/14/24 | | |

| Vendor Code Post Date | Vendor Name Activity | Inv/Check # | Description | Invoice Amt | Check Amt |
|---|-------------------------|--------------------------------|----------------------|-------------|-----------|
| 11/07/2024 | CHECK | 276-728-818-0000 TAL 510101 | CONTRACTUAL SERVICES | 1,265.00 | 5,083.00 |
| 11/19/2024 | INVOICE | 5478 | | | |
| 11/20/2024 | INVOICE | 276-728-818-0000 5213 | CONTRACTUAL SERVICES | 1,288.00 | |
| 11/21/2024 | CHECK | 276-728-818-0000 TAL 510214 | CONTRACTUAL SERVICES | 1,288.00 | 2,576.00 |
| Total: | | | | 34,477.00 | 34,477.00 |
| Net of 27 Invoices / 14 Checks | | | | | |
| Grand Total 27 invoices and 14 checks f | | | | 34,477.00 | 34,477.00 |

COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC SERVICE CONTRACT

PY 2023

City of Madison Heights
Municipality

Zimmerman Lawn & Snow
Service Agency

CONTRACT DURATION:

Total Number of Service Weeks: 28

Beginning Date: April 28, 2025.

Ending Date: November 10, 2025.

This contract shall be effective for 1 year(s) from the beginning date, with an option to extend for an additional one year upon written agreement between Service Agency and Municipality, or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: 2023

CDBG Program Year: 2024

CDBG Dollar Amount of Contract in PY: \$ XX, XXX

CDBG Dollar Amount of Contract in PY: \$ XX, XXX

TOTAL Dollar Amount of Contract: \$XX, XXX

SECTION I. AGREEMENT

This contract is made this <Date>, between <Name of Service Agency>, hereinafter designated as the "Service Agency", having its principal office at <Service Agency Address> and the **City of Madison Heights**, hereinafter designated as the "Municipality", having its principal office at **300 W. Thirteen Mile Road, Madison Heights, MI 48071.**

SECTION II. PURPOSE

The purpose of this contract shall be:

Home Chore services for seniors and disabled residents consisting of lawn care services.

The Service Agency shall bill the Municipality per work order:

at ~~<\$XX.00>~~ per work order, as determined by the Municipality.

The Municipality requires lawn care services to be provided to Madison Heights senior citizens and/or disabled residents on an as-needed basis. The areas to be covered include all areas of lawn on the property. The sizes of lawns vary, however, the majority will be approximately 60' X 120" or smaller. A mulching mower must be used. All clippings are to be left on the lawn.

The Service Agency shall not leave piles of grass clippings on the lawn, sidewalk, driveway or street.

In addition, the walkway and driveway must be edged, trimmed and blown every other time. Any weeds around the home, garage, fence, trees, shrubs or any other needed areas must be trimmed.

All dog residue will be the responsibility of the resident prior to Service Agency's arrival.

Upon completion, the property must be left in a neat and orderly condition free of clippings on the driveway and sidewalk.

A Maximum of 55 homeowners will require services per week.

Work must be performed between the hours of 8:00 a.m. and 7:00 p.m., unless otherwise authorized by the Municipality.

Procedure will be as follows: list of homeowners requiring service will be made available to the Service Agency on Friday for the following week. A daily schedule will be worked out with the Municipality staff.

Mowing is typically on a weekly basis for the first six weeks and on a bi-weekly basis thereafter until the end of the program. The Municipality, at its sole discretion, shall determine the frequency of mowing.

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operate with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

SECTION III. THE SERVICE AGENCY'S RESPONSIBILITIES

The **Service Agency** shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the *City of Madison Heights* on the attached "Insurance Requirements" form. The *City of Madison Heights* shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) Not solicit or apply funds from any other source for the services reimbursed under this agreement.

SECTION IV. THE MUNICIPALITY'S RESPONSIBILITIES

The **Municipality** shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of **< \$XX.00 > per work order.**
- B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency.

SECTION V. COMPLIANCE

The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

SECTION VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

SECTION VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

SECTION VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

SECTION IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY**MUNICIPALITY**

Name:

Name: City of Madison Heights

Representative Name:

Representative Name: Giles Tucker/Shari Peacock-Nash

Phone #: Fax:

Phone #: 248-583-0831 Fax 248-588-4143

Email Address:

Email Address: gilestucker@madison-heights.org
sharipeacock-nash@madison-heights.org

Address:

Address: 300 W. Thirteen Mile

Madison Heights, MI 48071

SECTION X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY**MUNICIPALITY**

Name:

Name: City of Madison Heights

Officer Name:

Officer Name: Roslyn Grafstein

Officer Title:

Officer Title: Mayor

Signature:

Signature:

Witnessed:

Witnessed:

Attachment: Insurance Requirements



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Resolution to Adopt a Vision Zero Policy to Eliminate Fatalities and Serious Injuries resulting from Crashes on Madison Heights Streets.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The southeast Oakland County communities of Madison Heights, Berkley, Ferndale, Hazel Park, Huntington Woods, Oak Park, and Pleasant Ridge were awarded a US Dept. of Transportation (USDOT) Safe Streets for All planning grant to address street safety issues within our borders. This grant provided an opportunity for the City of Madison Heights to seek a data-driven approach to reduce and eliminate fatalities and serious injuries resulting from crashes on our streets. This Safe Streets for All "Joint Safety Action Plan", currently under development, identifies and analyzes street corridors where fatal and high injury crashes commonly occur, outlines potential policy, planning and engineering solutions, and supports the National Roadway Safety Strategy and USDOT goal of zero roadway deaths.

As part of the Joint Safety Action Plan and Safe Streets for All grant requirements, the partnering communities must formally adopt Vision Zero as a comprehensive approach. Vision Zero is a public health-based safety strategy to reduce and eventually eliminate traffic deaths and serious injuries by a specific year, using a multi-disciplinary approach. The attached resolution, which will be adopted by all seven southeast Oakland County communities, adopts a Vision Zero policy within Madison Heights, proposing to eliminate traffic deaths and serious injuries on our streets by the year 2045.

To provide additional context, staff has included a Planning Advisory Service (PAS) memo regarding Vision Zero from the American Planning Association.

RECOMMENDATION:

Staff recommends that City Council approve the resolution adopting a Vision Zero policy to eliminate fatalities and serious injuries resulting from crashes on Madison Heights streets by the year 2045.

CITY OF MADISON HEIGHTS

Resolution to Adopt a Vision Zero Policy to Eliminate Fatalities and Serious Injuries from Crashes on Madison Heights Roads

At a Regular meeting of the City Council of the City of Madison Heights, Oakland County, Michigan, held in the Council Chambers at 300 W. Thirteen Mile Road, Madison Heights, MI 48071 on the 9th day of December, 2024

WHEREAS, The Southeast Oakland communities of Madison Heights, Berkley, Ferndale, Hazel Park, Huntington Woods, Oak Park and Pleasant Ridge (the “Southeast Oakland Communities”) are collaborating to address road safety issues within our combined borders.

WHEREAS, Between 2019 and 2023 there were 275 crashes which resulted in a serious injury and 41 crashes which resulted in a fatality within the Southeast Oakland Communities. The Madison Heights City Council believes that one roadway death in our community is too many and seeks a data-driven approach to reduce and eliminate fatalities and serious injuries. The Madison Heights City Council also recognizes that vulnerable groups, such as road users outside of vehicles like pedestrians and bicyclists, face a disproportionately high risk of fatalities and serious injuries.

WHEREAS, Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data-driven, multi-disciplinary and safe systems approach that also increases safe, healthy, and equitable mobility for all. Vision Zero strategy is a tool to unite stakeholders such as the Southeast Oakland Communities to make our roadways safer for all users.

WHEREAS, The Southeast Oakland Communities were awarded a Safe Streets for All grant from the U.S. Department of Transportation to develop a Southeast Oakland County Joint Safety Action Plan which was developed with a broad coalition of stakeholders to identify policies, measures, and projects to improve the safety of roadways in Madison Heights, Berkley, Ferndale, Hazel Park, Huntington Woods, Oak Park and Pleasant Ridge.

NOW THEREFORE BE IT RESOLVED, that the Madison Heights City Council hereby adopts Vision Zero as a comprehensive approach to achieve a goal of zero traffic deaths and serious injuries on Madison Heights roadways.

BE IT FURTHER RESOLVED, that the Madison Heights City Council adopts a goal of eliminating traffic deaths and serious injuries on Madison Heights roadways by 2045.

AYES: _____
 NAYS: _____
 ABSENT: _____

RESOLUTION DECLARED ADOPTED

I, Cheryl Rottmann, the duly appointed Clerk of the City of Madison Heights, Oakland County, Michigan, hereby certify that the foregoing Resolution was adopted by the City Council for the City of Madison Heights at regular City Council session held on the 9th day of December, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my original signature on this 9th day of December, 2024.

Cheryl E. Rottmann
City Clerk
City of Madison Heights



American Planning Association
Planning Advisory Service
Creating Great Communities for All

No. 118

PAS MEMO

Achieving Vision Zero in Practice

By Elias Guseman, AICP, Michael Manzella, AICP, and Lyndsey Scofield, AICP, PMP

The United States is facing a growing crisis of traffic fatalities and serious injuries on our roadways that now results in over 40,000 preventable deaths per year (NHTSA 2022). The crisis is especially acute for the most vulnerable road users, such as those walking or biking. Today, about 50 percent more people die while walking or using a mobility device compared to a decade ago (Schmitt 2020).

The Vision Zero movement emerged in Sweden in the 1990s in response to this growing traffic safety crisis. While its goal of achieving zero deaths and serious injuries has been adopted by dozens of communities across the United States, many still struggle with rising fatalities and disproportionate impacts on communities of color and pedestrians and cyclists (Vision Zero Network 2023; GHSA 2021).

But some communities are seeing progress towards achieving safety goals and centering equity in their approach. Jersey City is a densely populated New Jersey municipality of nearly 300,000 residents that is one of the most racially and ethnically diverse populations in the United States. It achieved zero traffic

deaths and a significant reduction in serious injury crashes on streets under its jurisdiction in 2022 using mostly tactical, quick-build tools and a safe-system approach that engages multiple disciplines in instituting change (Surico 2022). In this same year, Jersey City also saw an overall reduction in traffic fatalities on state and county roads running through the city, despite an increase at the state level.

This PAS Memo provides actionable and practical guidance based on an in-depth case study of Jersey City. It shares how Jersey City has been able to develop a Vision Zero Action Plan, leverage tactical interventions to create systematic change within city government, and coordinate with regional and state entities to achieve greater levels of success. Planners will learn how to apply these principles in their own communities, starting small and building momentum towards making streets safe for all (Figure 1).

The Disproportionate Impact of Traffic Violence

In her book, *Right of Way: Race, Class, and the Silent Epidemic of Pedestrian Deaths in America*, author Angie Schmitt cites the statistic that Black and Hispanic men are twice as likely to be killed while walking (or wheeling) as white men and four times more likely to be killed than the general population. While Black and brown people are significantly more likely to primarily rely on walking or public transportation and are less likely to have access to a vehicle, this pattern holds true even when accounting for mode and distance traveled. A recent study by Harvard and Boston University researchers found that Black pedestrians were more than twice as likely for each mile walked to be struck and killed by a vehicle as white pedestrians, and Black cyclists were 4.5 times as likely per mile to be struck and killed by a vehicle (Susaneck 2023).

These patterns are legacies of systemic racism in the United States that have been perpetuated through discriminatory housing and transportation policies and funding that have segregated where people live and how they get around. These neighborhoods are overburdened in part due to historic underinvestment in planning and implementation of basic traffic



Figure 1. Jersey City has achieved success by designing infrastructure for all ages and abilities, making streets safer for all (City of Jersey City)



Figure 2. To address disproportionate impacts on communities of color, centering equity and protecting historically marginalized populations is an important aspect of Vision Zero planning (City of Jersey City)

safety improvements (Susaneck 2023). It should be no surprise that in several major cities studied, maps of redlined communities overlap with the highest density of traffic violence, as historically redlined areas continue to house higher concentrations of low-income families and communities of color (Susaneck 2023).

Recognizing the disproportionate impacts of traffic violence on historically marginalized communities, it is imperative that planners center equity in their efforts to improve traffic safety (Figure 2). This imperative to act comes with urgency, as every day of inaction or delay maintains the status quo of more than 100 people—our friends, family, and neighbors—being needlessly lost to traffic violence every day (NHTSA 2022).

A History of U.S. Traffic Safety

Streets have long been the sites of tragic fatalities. Historian Peter Norton describes four major paradigms in the history of traffic safety since the advent of the automobile in the United States (Norton 2015).

The period between 1900–1920 represented **Safety First**, a period during which public opinion and the legal system recognized the inherent danger posed by cars to more vulnerable users of the street and expected drivers to take responsibility for exercising

a higher standard of care. Campaigns at this time often equated speed with recklessness and included appeals to innocence and guilt using charged images of mothers and children.

This changed when the United States entered the period of **Control** between the 1920s and 1960s, characterized by the idea of the “Three E’s”—engineering, education, and enforcement. Educational campaigns at that time focused on controlling behaviors, especially those of pedestrians (Figure 3). This was followed by the **Crashworthiness** paradigm in the 1960s–1980s, which focused on technical solutions to making vehicles safer for those driving them. It was in the mid-1960s that annual traffic fatalities exceeded 40,000 for the first time in the United States, quickly rising to over 50,000 by 1966. Officials at this time began to accept crashes as inevitable, but they focused most of their efforts on making vehicles safer for drivers in the event of a crash through vehicle design features like airbags and seatbelts. Much discussion centered around highway safety and attempts to engineer safety into high-speed roadways, with little attention to the pedestrian environment.

Norton’s analysis ends with the paradigm of **Responsibility** that began in the 1980s and has predominated in most U.S. communities through the present. This paradigm emphasizes individual responsibility with a greater focus on education and enforcement methods. It is only in the last five to 10 years that a new paradigm has begun to emerge in the United States: **Vision Zero** and the Safe System Approach.

Vision Zero

The concept of [Vision Zero](#) originated in Sweden in the 1990s and was officially adopted by its parliament in 1997 (Safarpour

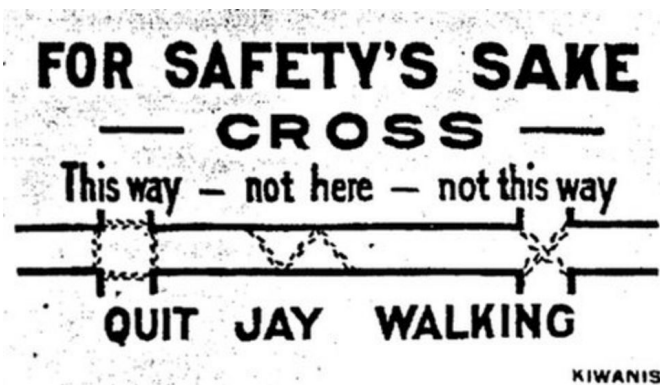


Figure 3. Between the 1920s and 1960s, traffic safety officials aimed to control non-drivers’ behavior, as demonstrated by this card that was handed to pedestrians by a local Boy Scouts troop and Kiwanis Club in Hartford, Connecticut (National Safety News 1921)



Figure 4. In the Safe System Approach, all stakeholders are vital to preventing fatalities and serious injuries on roadways ([USDOT](#))

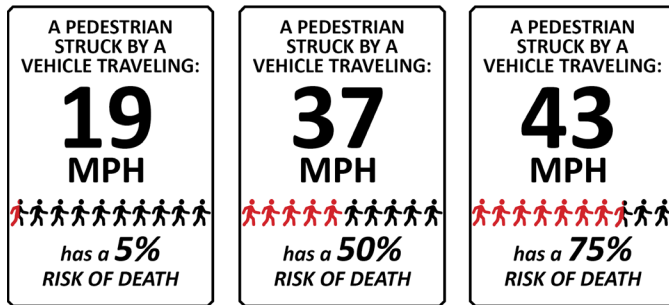


Figure 5. A meta-analysis of pedestrian and vehicle crash studies found that the risk of pedestrian fatalities increases exponentially with the rate of speed of vehicles (data source: Hussain et al. 2019)

et al. 2021). At the core of Vision Zero efforts is the conviction that no one should be killed or seriously injured on streets. It recognizes that humans make mistakes, but that those mistakes should not cost them their lives.

Recognizing the vulnerability of people outside of vehicles, Vision Zero shifts the primary responsibility for safety to those who design the transport system, including planners and engineers, vehicle manufacturers, legislators, and others. This is referred to as a [Safe System Approach](#), as it designs a system with many redundancies in place to protect all users through a holistic and comprehensive approach (USDOT 2023). In the United States, this has been adopted by the U.S. Department of Transportation (USDOT) as the guiding paradigm to address

roadway safety and involves planning for safer people, safer vehicles, safer speeds, safer roads, and post-crash care (Figure 4, p. 2).

This paradigm further recognizes that safety improvements must encompass safety for all users of the street, often achieved through traffic-calming design interventions. The management of speed has proven to be an effective method of reducing the severity of crashes, especially when involving pedestrians and cyclists. A 2019 meta-analysis found that the risk of death for a pedestrian struck at about 43 miles per hour is 75 percent, while at closer to 20 miles per hour the risk is significantly reduced to just five percent (Figure 5). These findings, however, are now outdated; as vehicles in the United States have become larger and heavier on average, the impact of speed on the severity of crashes has increased.

Sweden and other Nordic countries have seen significant progress towards Vision Zero, with the number of traffic fatalities in Sweden being more than halved since the adoption of this new paradigm (Safarpour et al. 2021). Inspired by the compelling evidence seen overseas, Chicago became the first major U.S. city to adopt Vision Zero in 2012, followed by New York City, San Francisco, and eventually over 45 other communities of varying sizes across the country (Vision Zero Network 2023).

Unfortunately, most U.S. Vision Zero cities have not yet achieved the kind of success that other developed countries have seen. In 2021, the United States reached a 16-year high for the number of traffic fatalities, while other countries, including Japan and Norway, experienced the lowest rates since the 1940s (Figure 6). Even more striking is the fact that U.S. pedes-

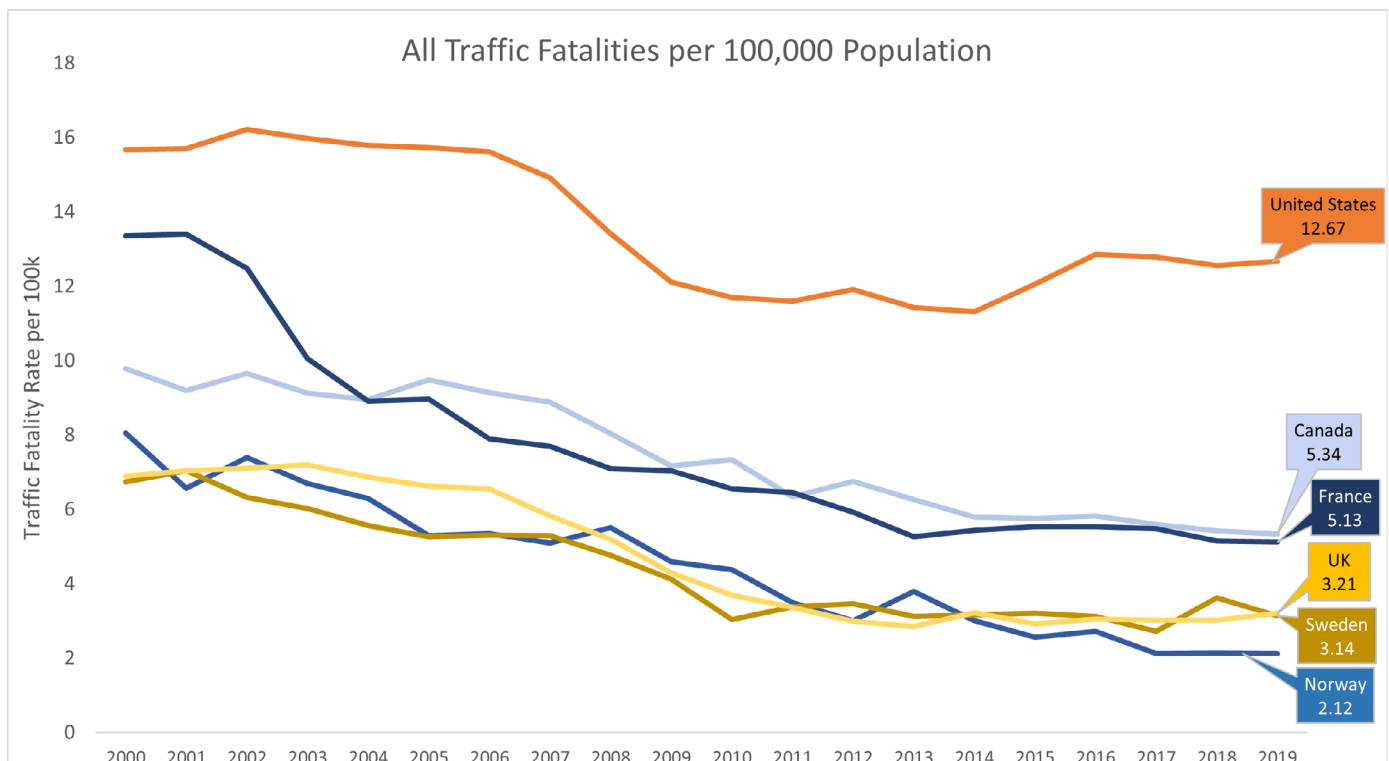


Figure 6. Traffic fatalities per 100,000 population in the United States, Canada, and selected western European countries (data source: World Health Organization's Global Health Observatory)

trian deaths have risen over 40 percent between 2010 and 2018, more than twice the pace of any other OECD member countries (Zipper 2022b).

Many reasons have been suggested for this difference in results from other countries, ranging from safer vehicle design and size to the more widespread adoption of technologies such as automated speed cameras and the significant changes to street design that prioritize pedestrian and cyclist mobility (Zipper 2022b). In the United States, some of the challenge comes from a lack of urgent action at the state and federal levels to tackle the issue with regulatory and financial tools, but cities have also struggled to radically reallocate space on the street to achieve the scale of change necessary. Factors thwarting Vision Zero progress include hyperlocal community opposition towards individual projects, a lack of political will to overcome obstacles, and institutional inertia in transportation departments that still compromises safety for vulnerable road users in favor of keeping cars moving (Zipper 2022a).

The good news is that as planners, there are still many tools in our toolbox to make a meaningful difference in the safety of streets using tactical approaches that center equity and engagement. As will be seen in the case study of Jersey City, tactical approaches can be effective at reducing serious injuries and crashes while building support for making permanent changes.

Jersey City's Vision Zero Approach

In 2018, Mayor Steven Fulop signed [Executive Order 2018-007](#) committing the City of Jersey City to eliminate traffic fatalities and serious injuries by 2026. This strong leadership from the mayor and his administration has been critical to advancing Vision Zero as a priority, structuring the team for success, and moving key projects across the finish line. However, the need for Vision Zero started much earlier.

Identifying the need. Around the time that Jersey City adopted Vision Zero, it was also in the midst of creating or updating multiple plans that touched on various elements of traffic safety: a [Pedestrian Enhancement Plan](#), a [Bicycle Master Plan](#), and a [School Travel Plan](#). During the outreach for these plans, planners heard from community members that safety was a key issue impacting their ability to get around on foot or by bike. Planners gathered mode-specific crash data that began to identify the need for targeted efforts to improve safety at various hotspots throughout the city.

Analysis revealed that in the decade prior to adopting Vision Zero, almost 100 people in Jersey City had been killed in traffic crashes and over 200 suffered life-changing injuries. Nearly half of the fatal crash victims were pedestrians, and many were children.

Getting the support of elected officials. Confronted with these startling and tragic statistics, the need to act with urgency became clear to local elected officials, planners, and members of the community, leading to the adoption of a Vision Zero commitment and development of a Vision Zero Action Plan.

Gaining the support of the mayoral administration helped to solidify Vision Zero as a priority and affirm that all depart-

ments had roles to play in achieving a successful outcome. [Executive Order 2019-007](#) called for a multidisciplinary task force that would engage top leadership as well as safe streets advocacy groups in developing the Action Plan and overseeing its implementation. The multidisciplinary nature of the group ensured that Jersey City would tackle the issue using a systems approach.

Data and equity analysis. To better understand where to invest resources and which strategies would be most suitable to deploy, the Transportation Planning and Traffic Engineering staff responsible for leading the Vision Zero Action Plan and Task Force first engaged a consultant through a competitive procurement process to assist with the development of the Action Plan. Among the first tasks of the consultant team was to conduct a comprehensive data and equity analysis. The analysis included mapping of the locations of serious injury and fatal crashes overlaid with communities of concern (see the sidebar on p. 5 for a definition of this designation in the context of equity analysis).

The analysis ultimately resulted in the creation of the High-Injury Network, a map of streets that represent a small percentage of the overall road miles but are the site of a majority of fatal and serious crashes (discussed further below). The High-Injury Network continues to be used to guide investments in traffic safety and street redesigns.

Engaging the community and stakeholders. Recognizing the importance of robust and inclusive public engagement, the project team undertook an intentional effort to incorporate outreach into its efforts around Vision Zero. In addition to translating public engagement materials into Arabic, Hindi, Spanish, and Tagalog and having a Spanish translator available at every public event, the team ensured that there was a diverse array of participation opportunities around the city and that in-person meetings included children's activities to make it easier for families with children to participate. This included the following approaches:

- Tables at existing public events
- Pop-up intercept surveys near transit stops on the High-Injury Network
- Information sessions in an open-house style
- Online survey and mapping exercise
- Public meetings

The team also incorporated the feedback collected from walking audits and handlebar surveys conducted as part of the Pedestrian Enhancement Plan and Bicycle Master Plan.

Developing the Action Plan. With the help of its consultant, Jersey City embarked on a 12-month process to develop a comprehensive Vision Zero Action Plan that included extensive public outreach and a data-driven approach to recommendations. An important element shaping the Action Plan's recommendations was recognition on the part of the mayor and city council that Vision Zero was not just a new or additional program, but rather a new way of doing business that required the City to refocus its existing programs.

Jersey City's Equity Analysis and Key Statistics

Jersey City has a rapidly growing population that by some accounts is the most diverse in the United States. Almost 60 percent of residents identify as non-white, and over half speak a language other than English at home. More than 80 percent of the city falls within the designation "community of concern," defined as minority concentration equal to or exceeding the regional threshold; low-income concentration equal to or exceeding the regional threshold; or two or more other indicators equal to or exceeding the regional threshold, such as female head of household with children, persons with limited English proficiency, carless households, or elderly populations of 75 years and over.

Jersey City also experiences an uncommon level of travel mode diversity, which can be attributed to the dense built environment and high-quality transit options available. Greater than 60 percent of trips within city boundaries are taken by walking, biking, or using transit (Figure 7).

Despite this diversity, specific populations and travel modes bear the brunt of the fatal and serious injury crashes. An equity

analysis as part of the Vision Zero Action Plan development found that between 2008 and 2017, 68 percent of fatal crashes on city roads involved either a pedestrian or bicyclist, and predominately non-white neighborhoods with elevated levels of poverty were more likely to experience traffic crashes.

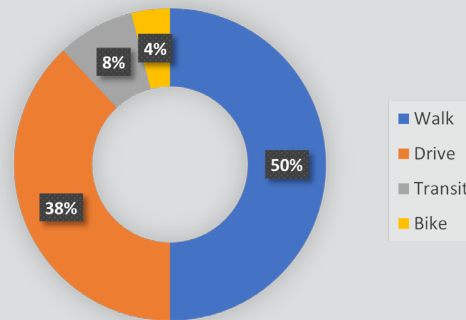


Figure 7. Trips by mode within Jersey City (data source: Streetlight Data, April 2019)

The [final plan](#) included 77 actions spanning five major themes and several disciplines. Each action item listed one lead partner, but most included at least three supporting partners, an indicator of how important coordination and collaboration would be to achieving success. With accountability built into the plan with timeframes and performance metrics for each action item, the Action Plan is a living document that drives progress each year.

In 2022, Jersey City achieved zero traffic deaths and a significant reduction in serious injury crashes on streets under its jurisdiction as a result of this sustained focus on systematic action. In this same year, the city also saw an overall reduction in traffic fatalities on its state and county roads, despite an increase at the state level.

Systematizing Change for Success

To achieve change at the scale and pace that the traffic safety crisis demands, action is required at the systems level. Planners have an integral role to play in setting the framework for this systems-level change.

In Jersey City, staff transportation planners have identified the streets and intersections that are most problematic from a safety perspective and helped make the case for focusing on the quick implementation of physical changes to streets to improve conditions for the most vulnerable users, such as pedestrians and bicyclists. Whether tracking progress towards Vision Zero goals, providing expertise and guidance to other departments, or applying for funding, planners have applied their knowledge, skills, and professional values to help the City make meaningful progress towards eliminating traffic deaths. The ability to achieve this success has been further enabled by systemic and administrative changes.

Leadership and Structure

Strong leadership that understands and supports Vision Zero has been a critical catalyst for Jersey City to make structural changes that enable the City to systematize Vision Zero efforts. As noted above, Jersey City's mayor was an early supporter of Vision Zero and issued an executive order in 2018 to adopt Vision Zero as an initiative, establish a task force, and create an action plan.

In 2018, Jersey City moved part of its transportation planning function, which was previously entirely within City Planning, into the Division of Engineering, Traffic, and Transportation. This change helped to increase collaboration between planners and engineers, leading to several successful grant applications to redesign major corridors identified in Jersey City's High-Injury Network. By having a seat at the table during the design phase for corridor projects, planners were able to influence the designs to incorporate best practices for Complete Streets and safety for all users.

In 2022, Jersey City undertook a more significant reorganization. This resulted in the creation of a new Department of Infrastructure that now includes the Divisions of Transportation

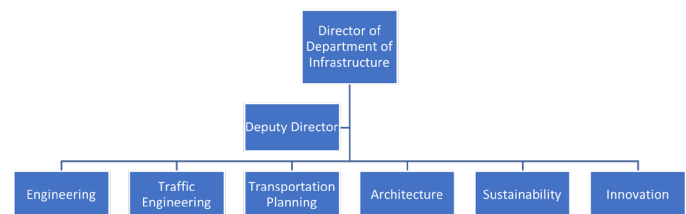


Figure 8. Jersey City's new organizational structure puts project planning, design, and delivery for public spaces in one department (City of Jersey City)

VISION ZERO JC ANNUAL REPORT

Actions

| Action | Partner* | Timeframe | Progress |
|---|---------------------|-----------|------------------------------------|
| 1.1 Incorporate the current Speed Hump program into a broader Traffic Calming Policy that encompasses a wider menu of traffic calming options including raised intersections, traffic circles, diverters, forced-turn channelization, and other treatments permissible on residential streets. | T, C,E,M | 2 year | Yes, Incomplete |
| 1.2 Develop a neighborhood slow zone program to allow neighborhoods to request treatments to slow motor vehicles to 15 to 20 mph using traffic calming features, signs, and markings. Explore the feasibility of implementing a 20 mph speed limit for all residential streets. | T, P | 2 year | No |
| 1.3 Prioritize major safety Engineering projects at locations along the High Injury Network. | E, DPW, P, T | Annual | Yes, Implementation Ongoing |

Figure 9. The Annual Progress Report shares the status of action items annually for full transparency and accountability (City of Jersey City)

Planning, Engineering, Traffic Engineering, Innovation, Sustainability, and Architecture (Figure 8, p. 5). With the new structure, project planning, design, and delivery for public spaces are in one department, which has greatly improved collaboration across disciplines and coordination across project phases.

The structural change has also enabled the City to rapidly transform several major corridors using tactical urbanism. Planners and engineers work together to develop striping plans for quick-build projects and use on-call striping, asphalt, and concrete contractors for implementation.

Accountability

Without an accountability mechanism in place, any well-intentioned plan runs the risk of gathering dust on a shelf. Jersey City's Vision Zero Action Plan incorporates several components designed to increase the likelihood of achieving the plan's overarching goals of eliminating serious injuries and deaths on city streets.

The Action Plan incorporates action items under five broad categories: Design Safer Streets; Promote a Culture of Safety; Embed Vision Zero in City Practices; Enforcement, Law, and Policy; and Planning and Leveraging Data. Each outlines the following elements to ensure actionability:

- **Performance target.** This is a specific (ideally quantifiable) measure to indicate whether the action item has been completed (e.g., implement safety upgrades on five high-crash intersections per year).

- **Owner.** This is whoever is responsible for ensuring the action item is accomplished (e.g., Traffic Division, Planning Department, Police Department). There can be multiple owners for a given action item but designating a lead helps drive accountability. At the plan level, it is typical to list organizational units like divisions or departments, but it is recommended that specific roles or individuals are identified to carry out the tasks as part of the implementation of the plan.
- **Timeframe.** This is the period of time by which the action item should be accomplished (e.g., six months, two years, five years).

In addition to the elements built into each action item, it is important to have a performance reporting plan and structure in place. Jersey City's Vision Zero Program includes a Task Force comprising representatives of each of the divisions or departments involved in carrying out the Vision Zero Action Plan, county and state transportation planners and engineers, transportation advocacy groups involved in safety, and transportation planners from our neighboring Vision Zero community. The Task Force meets quarterly to review year-to-date serious injury and fatal crash trends across all roadways, share progress on high-priority action items and safety projects, and raise issues to address.

At the end of each calendar year, Task Force members submit end-of-year updates, key statistics, and photos to incorporate into the [Annual Progress Report](#). Importantly, the

template and structure of the Annual Progress Report was determined as part of the initial Vision Zero Action Plan development. This commits Jersey City to full transparency by ensuring the ongoing reporting of our fatal and serious injury crash data and the status of each and every action item (Figure 9, p. 6). The Annual Progress Report is shared on the City's dedicated [Vision Zero webpage](#) for all to access.

While Jersey City does not have a dedicated GIS unit, Transportation Planning maintains a geodatabase of traffic calming and safety projects, such as protected bike lanes, curb extensions, speed humps, leading pedestrian intervals, and more. Mapping this data is important to assess whether Jersey City is focusing enough effort on the High-Injury Network and investing equitably throughout the city.

Process Integration

One of the major contributing factors to Jersey City's success has been the integration of Vision Zero practices into the routine work of the City. This has made Vision Zero a systematic part of how the City operates across several disciplines. By systematizing safety improvements, progress begins to take on a life of its own, without requiring as much effort from any one person or department.

Traditionally, transportation officials have made safety improvements as part of larger capital projects that tackle one location or corridor at a time and often require significant levels of investment, time, and coordination. Jersey City still pursues capital projects on corridor-wide scales, but no longer waits for those projects to make needed safety improvements to roadways.

The **Planning Division** in the Department of Housing, Economic Development, and Commerce incorporates Vision Zero into development site reviews by requiring that traffic impact studies prepared by developers take into consideration the Vision Zero Action Plan, Bicycle Master Plan, Pedestrian Enhancement Plan, and School Travel Plan. The Transportation Planning Division and Traffic Engineering Division also review each major site plan for opportunities to incorporate traffic

safety, with a priority on vulnerable road users. Redevelopment plans often seek to reconnect the street grid and incorporate best practices in safe street design.

Within the Department of Infrastructure, the **Transportation Planning Division** is responsible for administration of the Vision Zero Action Plan and Task Force, incorporating safe street design and principles into every transportation plan and project. Transportation planners coordinate with the Division of Engineering on streets scheduled to be repaved and use the opportunity to introduce safety improvements such as bike lanes, new crosswalks with curb ramps, and curb extensions. They are also responsive to safety concerns raised by the community, and act as liaisons with the Divisions responsible for implementing improvements.

For example, in a recent project, the Transportation Planning Division worked with students to make an intersection safer in front of their school, using temporary materials to test out the new design (Figure 10). The new design features a safe drop-off area for buses only, as well as space for student drop-off. Students helped paint murals in the safety island and curb extensions. After school, the space also functions as additional play space for kids.

The **Traffic Engineering Division** is fully committed to safe, multimodal streets and works hand-in-hand with Transportation Planning on every project impacting the public right-of-way. Traffic Engineering oversees several on-call contracts that allow them to quickly design and implement safety improvements, like traffic signal changes, bike lanes, curb extensions, all-way stops, and more.

The **Division of Engineering** incorporates safety improvements, including the installation of new bike lanes, as part of its routine resurfacing program. Engineering oversees several on-call contracts that allow them to construct traffic calming and safety improvements such as curb ramps and speed humps. During the winter season, inspectors inventory streets on the High-Injury Network for faded crosswalks and other safety needs to help determine priorities for the following year.



Figure 10. School intersection before (left) and after (right) Transportation Planning worked with students to implement improvements (City of Jersey City)

The **Department of Public Works** has retooled its maintenance fleet to be able to maintain the new infrastructure. For example, it has purchased mini-street sweepers and mini-snow plows that can be used to clear debris and snow from bike lanes and sidewalks (Figure 11). Public Works also paints curbs within 25 feet of intersections to indicate “No Parking” and replaces broken flexible delineators used in the City’s quick-build installations.

Data-Informed Decision-Making

As a rapidly growing city, our ability to respond to changing transportation patterns and increasing safety concerns is limited by the availability of staff time and safety project funding. To ensure we are using our constrained time and resources in an efficient manner, Transportation Planning developed the High-Injury Network as a part of the Vision Zero Action Plan.

The High-Injury Network was developed by conducting separate analyses for crashes involving pedestrians, bicyclists, and vehicles and identifying areas with high incidence of fatal or serious injury crashes based on a decade of state and local crash data. After identifying these corridors, the data showed that 55 percent of crashes and 61 percent of fatal crashes occurred on just 14 percent of City-owned roads. Narrowing the scope from over 200 miles of road to just 30 has allowed Jersey City to better prioritize safety investments and maximize the impact of our limited time and resources through targeted lifesaving improvements.

Since the completion of the Vision Zero Action Plan, the Transportation Planning, Traffic Engineering, and Engineering teams have used these findings to apply for and invest millions of dollars in high-impact locations. These investments have yielded positive safety results and we continue to use data to monitor the impacts. The Transportation team uses real-time evaluation tools and databases to monitor crashes, speed, and traffic counts. For example, Traffic Engineering’s on-call traffic signal contractor has deployed over 65 cameras at signalized intersections along the High-Injury Network that provide multi-modal turning movement counts and video footage that can be used to evaluate safety issues (Figure 12). Traffic Engineering also uses its on-call consultants to measure before/after data on speeds and travel times through corridors. Through its bike-share provider, Jersey City also measures the impact of projects on ridership at nearby bike-share stations. These data sets provide us the ability to monitor and report on progress and address traffic safety deficiencies in our roadway designs.

While the Action Plan may be a static document, the City must constantly address the unfortunate reality of changing crash patterns. Our push to achieve Vision Zero has led to the investment in greater data inputs and analysis capabilities. We are constantly on the lookout to address growing areas of concern that were not present in the initial analysis. It is critical to our traffic safety goals that our crash data, crash analyses, and hot spots are up to date.

Funding

Jersey City uses a mix of funding sources to accomplish its goals around Vision Zero.

Local. Most of the safety improvements made to city streets each year are funded using the local capital budget. Using this funding, Jersey City Engineering and Traffic Engineering issue several on-call contracts to purchase most of the materials and install the projects. On-call contracts are competitively bid with terms of one to three years plus options for additional extensions.



Figure 11. The Department of Public Works ensures that bike lanes are cleared of snow so that getting around by bicycle or scooter is possible at all times of year (City of Jersey City)

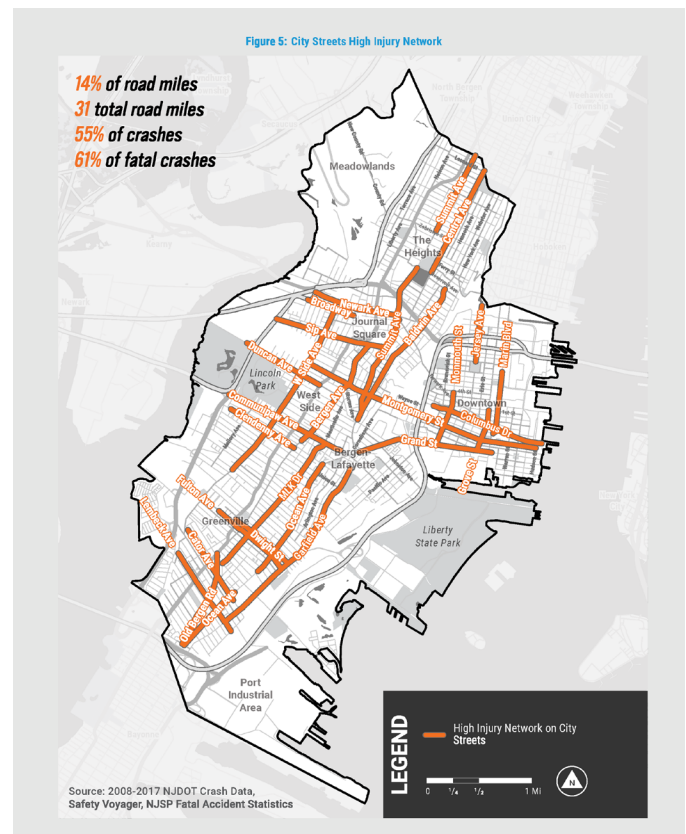


Figure 12. Jersey City’s High-Injury Network shows streets under City jurisdiction responsible for the majority of fatal and serious crashes (City of Jersey City)

- Concrete – ADA curb ramps, sidewalks, floating bus islands, etc.
- Asphalt – patching, milling, paving, speed humps
- Striping – thermoplastic roadway striping, bike lanes, curb extensions
- Signals – traffic signal emergency and routine maintenance, signal head upgrades, signal timing changes, traffic-counting camera installation

Jersey City also allocates a portion of its general operating budget to on-call consulting contracts to supplement planning and design of safety improvements.

State. Jersey City takes advantage of state grants (some of which use federal funds) to advance a variety of safety projects, including those that would typically have only funded roadway improvements that preserved the status quo. For example, while Engineering previously used municipal aid funding for traditional repaving projects, it now incorporates street design changes such as adding protected bike lanes, removing travel lanes, widening sidewalks, installing curb extensions, and other elements to improve safety for all users.

Transportation Planning also applies for competitive grants through programs such as [Safe Routes to School](#), [Safe Routes to Transit](#), [Transit Village](#), [Bikeways](#), and others. Selecting projects and successfully applying for grants has been made easier now that Jersey City has a suite of updated plans containing recommendations, including the Bicycle Master Plan, Pedestrian Enhancement Plan, School Travel Plan, and of course, the Vision Zero Action Plan.

Federal. The most significant federally funded program that Jersey City takes advantage of, called the [Local Safety Program](#), is administered jointly by the regional metropolitan planning organization (MPO) and state DOT. This program is funded by the [Highway Safety Improvement Program](#) (HSIP)

with an aim to fund high-impact safety improvements on local roadways. Jersey City has successfully applied for and been awarded over \$25 million since 2015 to make safety improvements to seven corridors on the High-Injury Network. With the new funding available through the Infrastructure Investment and Jobs Act (IIJA), the Transportation Planning team has taken the lead on ramping up applications for grants administered directly by the federal government. In particular, the [Safe Streets and Roads for All](#) (SS4A) Program is an unprecedented opportunity for counties and local government to advance Vision Zero planning and implementation.

Due to the longer timeframes associated with federally funded projects, Jersey City has opted to make quick-build improvements to many of these corridors once the preliminary design has been established, which has also given the Transportation team the opportunity to make tweaks to the final design based on real-world feedback on how the changes are working.

Regional and State Coordination

Jersey City has focused heavily on making improvements to streets under its own jurisdiction to make changes quickly and set the tone for how streets should function to be safe for all users within its borders. However, the City has never intended to accomplish Vision Zero on its own and recognizes the importance of collaborating with regional and statewide partners.

In many communities, state and county streets are the most dangerous, so Vision Zero efforts must include partnership to succeed. Jersey City works closely with planners, engineers, and advocates in the county, state, and neighboring municipalities to collaborate on Vision Zero principles, policies, and projects through its Vision Zero Task Force as well as on specific projects or grant opportunities.

In addition to the High-Injury Network for streets within the jurisdiction of the City, Jersey City developed a second version

Regional Collaboration for Multimodal Connections

In November 2022, Jersey City collaborated with its neighboring Vision Zero city, Hoboken, to construct a bikeway that completes a connection in both cities' protected bike lane networks. The bike lane connects Hoboken Terminal and a bike-share station just over the border in Jersey City, making it possible to travel between the cities entirely on protected bike lanes (Figure 13).

This small but mighty connection was named one of the [best new U.S. bike lanes of 2022](#) by the organization People for Bikes, in part because of how critical to regional mobility it is (Haggerty 2023). In 2022, it was the most popular route for the entire regional bike-share system (Jersey City and Hoboken have a joint contract with Citi Bike). The cities worked together on the design and consulted with Hudson County for how the project would interface with a county intersection at its northern end, eventually coming to a short-term, quick-build design that was acceptable to all parties.



Figure 13. This protected bikeway provides a critical connection between Jersey City and neighboring Hoboken (City of Jersey City)

of the High-Injury Network that accounts for all streets, regardless of jurisdiction. In quarterly and annual reporting, Transportation Planning tabulates fatalities and serious injuries on City streets as well as the total number of fatalities and serious injuries across all streets.

By experimenting with new techniques and transforming major local corridors, as described in the sidebar on p. 9, Jersey City has gained credibility as a municipality that is committed to implementing truly Complete Streets that are safer for all users.

Tactical Interventions

Jersey City has undertaken a number of strategies and projects that highlight its tactical and iterative approach to creating safer, complete streets at various scales. Table 1 highlights some of the low-cost, high-impact tactics that Jersey City has used to implement change, and the following project examples showcase the ways planners have translated these tactics into action on the ground. In many cases, action began with temporary pilot or demonstration projects that became permanent changes to Jersey City's streets.

Table 1. Jersey City Traffic Safety Tactics







| Traffic Tactic | Illustration |
|--|---|
| <p>Protected bike lanes – A key part of making biking, rolling, and scooting accessible for all ages and abilities, this style of bike lane provides a buffer from moving vehicular traffic and can be deployed quickly and at low cost with paint and flexible delineators. More durable pavement treatments and more robust physical protection can be added over time.</p> |  |
| <p>Curb extensions – Visually or physically extends the sidewalk at pedestrian crossings to narrow the crossing distance, slows turning vehicles, and increases visibility by eliminating obstructions to sight distances at intersections ("daylighting"). Like protected bike lanes, these can be deployed with paint and flexible delineators cost-effectively, and later upgraded with more robust protective barriers, such as planters, or raised to sidewalk level with concrete. Bonus: Engage community members or local artists in painting designs within the curb extensions for added placemaking.</p> |  |
| <p>Bus boarding islands – Provides additional space for passengers to wait for the bus and speeds up bus operations by allowing the bus to stop in the travel lane. When paired with a bike lane, allows the bike lane to continue along the curb without conflicting with bus movements. Can be deployed quickly with paint and bollards before installing a modular platform or upgrading to concrete. W</p> |  |
| <p>Street murals – Enhances sense of identity and placemaking while also serving as traffic calming through the use of artistic designs painted directly on the street. Paint can be applied to crosswalks, curb extensions, street segments, or an entire intersection, using materials as temporary as chalk or tempera paint.</p> |  |
| <p>Mini-roundabouts or chicanes - Visually narrows the street and requires drivers to deviate from a straight path of travel, which results in slower speeds. These can also be deployed with paint and flexible delineators before implementing permanent configurations that may incorporate concrete and green infrastructure.</p> |  |
| <p>Traffic signal timing changes - Supports safer and more convenient pedestrian travel with simple changes to existing signals, such as pedestrian recall to automatically include a pedestrian walk phase during every signal cycle, an all-pedestrian phase ("pedestrian scramble") that provides a dedicated phase for pedestrians to cross in all directions, or changes to the signal phasing to reduce unsafe conflicts.</p> |  |
| <p>(Photos: City of Jersey City)</p> | |



Figure 14. The Newark Pedestrian Plaza was installed in 2015 using leftover tennis court paint and planters (above); in 2022, it was upgraded with landscaping, pavers, new lighting, and seating (below) (City of Jersey City)



Newark Avenue Pedestrian Plaza

Type: Pilot to permanent pedestrian plaza

This placemaking project is a great example of how tactical pilot and demonstration projects have the power to permanently transform a space and lead to lasting change.

In 2015, Jersey City barricaded off one block of Newark Avenue, a busy mixed-use corridor that runs diagonally through the historic downtown and its historic street grid, ending at the Grove Street Plaza (a major rail and bus transit hub). Due to its central location and geometry, the block had already been temporarily closed for street festivals and celebrations a few times per year, demonstrating that the street could serve a purpose other than vehicular traffic. Initially championed by an aide to the mayor who would become the City's Business Administrator, the project was implemented as a two-month pilot and was only closed to vehicular traffic during certain times of day (Mondays through Fridays, 3pm–midnight, and all day on Saturdays and Sundays). It served as a reminder that champions for innovative planning ideas can come from outside of predictable city departments or stakeholders.

With support of the mayor and local community, a more permanent plan for the pedestrian plaza was advanced in 2016, at which time the City's new transportation planner be-

came involved and encouraged the use of tactical methods of placemaking. All it took was some leftover green tennis court paint and planters to transform a previously auto-centric street into a safe place for pedestrians to walk, restaurants to set up outdoor seating, and families to let their kids play (Figure 14).

The pilot was so successful that in 2018, the plaza expanded into two more blocks and incorporated portions of two intersecting side streets. As Transportation Planning's role in the project grew, they were able to influence the design to include more placemaking and amenities that would be incorporated into the permanent design. The project was passed to the Engineering Division, who completed the permanent improvements in 2022: pavers to raise the street to sidewalk level, mature street trees, new overhead wire lighting, custom benches, bike racks, and a stage for performances, among other enhancements. What once was a space dominated by vehicles is now a thriving place for people to shop, dine, and move through safely.

Bergen Avenue Protected Bike Lanes

Type: Demonstration project to permanent protected bike lanes

Jersey City also uses a pilot-to-permanent approach for many of its bike lanes. Bergen Avenue is a busy north-south mixed-use corridor on the High-Injury Network that leads to the Journal Square Transportation Center, another major rail and bus transit hub in the region. The corridor is at the center of a diverse neighborhood in a city consistently ranked among the top two most ethnically diverse cities in the United States (McCann 2023).



Figure 15. Volunteers helped paint over an exclusive right turn lane as part of a demonstration project to improve the safety of the corridor for bicyclists and pedestrians (above); inexpensive but more permanent treatments were installed as a result of the demonstration project's success (left) (City of Jersey City)

As part of Transportation Planning's development of the City's first Bicycle Master Plan in 2018, a four-day demonstration project was implemented by the project team to showcase a "road diet" (conversion of four travel lanes to three) and adding a parking-protected bicycle lane. The design of the demonstration project was approved by the Traffic Engineering team and made possible with the assistance of the Department of Public Works and volunteers from a local bike advocacy group, who helped to paint the lanes. The demonstration was so successful that the Transportation team worked with their on-call traffic engineering consultant to refine the design to incorporate a two-way cycle track and used low-cost materials (green waterborne paint, flexible delineator posts) and existing on-call striping contractors to perform the installation of the new configuration the following year (Figure 15, p. 11).

An evaluation of the corridor following the installation found that biking increased, nearby bike share stations saw increases in usage larger than the system as a whole, vehicular travel times during peak periods were either the same or reduced, and the 85th percentile speeds were under the posted 25 mph speed limit. As a result of successful coordination with county government, Hudson County will extend the Bergen Avenue bike lane north to the Journal Square Transportation Center as part of an upcoming federally funded safety grant project.

Grove Street

Type: First protected bike lanes/cycle track, reallocation of travel and parking lane to pedestrian plaza, protected intersection

Coming out of the City's Bicycle Master Planning process, Jersey City's mayor announced a commitment to installing nine miles of protected bike lanes to city streets over the next year. One of these projects was Jersey City's first permanent protected bike lane, an upgrade of conventional bike lanes to



Figure 16. Paint and flexible delineators were used to quickly create Jersey City's first protected intersection connecting two protected bike lane paths (City of Jersey City)



Figure 17. A year after implementing the Grove Street bike lanes, Jersey City converted one direction of travel and a parking lane into a pedestrian plaza with outdoor dining (City of Jersey City)

a two-way cycle track installed in July 2019 on Grove Street using the City's now go-to formula of green waterborne paint, flexible delineator posts, and use of on-call striping contractors for installation.

Running past City Hall to the Grove Street PATH station and adjacent to the most heavily utilized bike-share station, this was another high-visibility project that demonstrated the City's commitment to multimodal infrastructure to improve safety on High-Injury Network streets. It also demonstrated a strategy that transportation planners and engineers used to make bike lane projects more palatable to the wider community: finding room for bicycle facilities by reducing the width of travel lanes rather than removing travel lanes or on-street parking. Grove Street's 16-foot lanes were first narrowed to 11-foot lanes with the addition of the conventional bike lanes, then eventually narrowed down to 10-foot lanes to accommodate the cycle track.

At the intersection of Grove Street with Grand Street, another high-crash corridor that was redesigned in 2020 with protected bike lanes after a successful campaign by the local advocacy group Bike JC, Transportation Planning and Traffic Engineering worked together to incorporate the City's first protected intersection into the striping plan. The use of paint and flexible delineator posts significantly slow turning vehicles and allow cyclists to cross the intersection with fewer conflicts (Figure 16).

At the start of the COVID-19 pandemic when restaurants were struggling and people craved more outdoor space, Transportation Planning with support of the Mayor's Office quickly took advantage of the opportunity to further transform Grove Street by converting one direction of travel and a parking lane into pedestrian space using planters and parklets for spreading out and outdoor dining (Figure 17). In 2023, Transportation Planning has kicked off a visioning study to engage the community in a long-term plan to make these improvements permanent.

Washington Boulevard

Type: Road diet, protected bike lanes, iteration from flexible bollards to concrete Jersey barriers

Washington Boulevard is a major north-south corridor that runs through a dense office, commercial, and residential neighborhood known as Newport in downtown Jersey City. Prior to 2019, the corridor consisted of six vehicular travel lanes with a planted median divider. In part due to safety issues and the excess capacity along the boulevard, the corridor was identified as a priority for protected bike lane facilities in the City's Bicycle Master Plan and advanced as one of the City's first nine miles of protected bike lanes.

To complete a "minimum grid" network for short-term implementation, Transportation Planning had worked with consultants to create a project prioritization matrix containing both quantitative and qualitative measures, such as safety, equity, and access to transit. In 2019, this led Jersey City's Transportation Planning and Traffic Engineering teams to advance a

one-mile-long road diet that converted one travel lane in each direction to protected bike lanes and added curb extensions, pedestrian refuge islands, updated signage, and improved pedestrian crossings (Figure 18).

With these changes, pedestrian crossing distances have been significantly reduced and continuous protection has been provided to micromobility users. This previously unsafe corridor now provides critical safe connections to multiple light rail, heavy rail, commuter rail, and bus stations. Since implementation, the design of the corridor has consistently been updated through an iterative design process that included revised striping, more robust green epoxy-based paint, and upgraded protection for the bike lanes from plastic bollards to concrete Jersey barriers.

Heights Neighborhood Intersection Mural

Type: Curb extension with youth-led mural, pop-up bike lane demonstration

Palisade Avenue is a heavily traveled multimodal north-south corridor that connects multiple neighborhoods and Hudson County municipalities. Jersey City's Office of Innovation, working in coordination with the Division of Transportation Planning and Division of Sustainability on a "[Year of Open Space](#)" (YoOS) initiative, identified the intersection of Booraem Avenue and Palisade Avenue as a prime location for safety improvements due to the challenging historic intersection geometry, unsafe vehicular turning conditions, and underutilized space.

To address these safety concerns and activate the space, the YoOS team, supported by a placemaking and transportation planning consultant, used a series of tactical Vision Zero strategies. These included installing a two-block-long pop-up protected bike lane and adding painted curb extensions that reduced curb radii and the crossing distance. To enhance the curb extensions and build community support for the project, the team commissioned a Jersey City student who had been



Figure 18. Washington Blvd before road diet (above) and after quick-build improvements (below) (Street Plans)

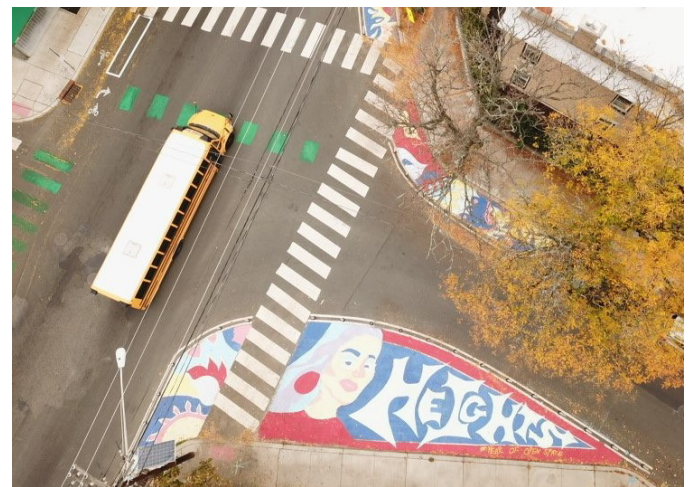
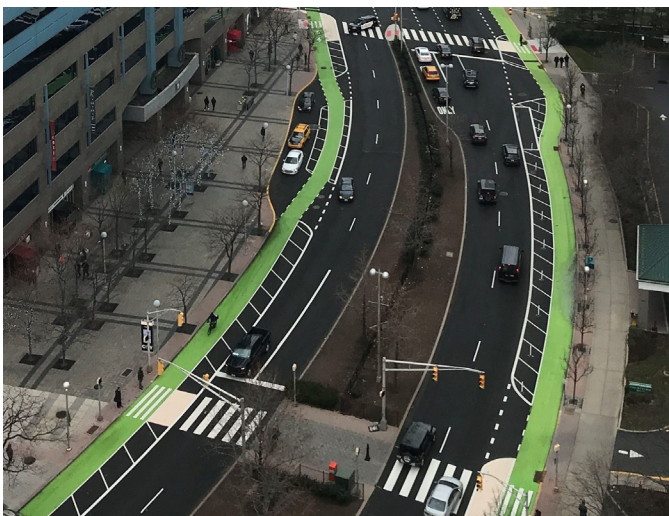


Figure 19. A local youth artist designed this mural that acts as traffic calming and shortens the crossing distance for pedestrians (Beatriz Bofill, Bike JC)

involved in the City's Mural Arts Program ([JCMAP](#)) to design and lead a group of local volunteers in painting a mural in the reclaimed street space (Figure 19, p. 13). Initiated in 2013 and funded by a Clean Communities Grant, the Mural Arts Program links established and emerging local, national, and international mural artists with property owners as part of an innovative beautification program that reduces graffiti, engages local residents, and is transforming Jersey City into an outdoor art gallery. A group of artistically inclined youth have an opportunity to work alongside professional mural artists each summer, cultivating a talent pool of local artists that can be called upon to contribute to a lively streetscape.

Action Steps for Planners

As natural systems-thinkers and integrators, planners are well-equipped with the skills and knowledge to spearhead Vision Zero efforts in the communities they serve as staff planners, consultants, or advocates. Planners can use the information and examples from this Memo to engage in the action steps listed below. While the steps are listed in a suggested order, each community is in a different stage in their journey to make streets safer and may complete some steps concurrently or in a completely different order.

- 1. Engage internal and external partners.** To truly achieve systems-level change, a diverse coalition representing multiple disciplines and perspectives inside and outside of the organization is critical. It is helpful to have assembled this representation at the outset of a Vision Zero Action Planning process so that the resulting plan is realistic and has buy-in from the entities charged with implementation, but new partners can be engaged throughout the pursuit of Vision Zero to support specific projects and programs. It is recommended that this takes the form of a task force, committee, or advisory board for continuity and accountability.
- 2. Identify high-priority, high-impact locations based on safety and equity.** This analysis typically occurs at the beginning of a Vision Zero Action Planning process and results in the creation of a High-Injury Network map to identify where the recommended action items and project priorities will be located. Faced with limited resources, a community's investments in these areas are expected to have the most safety impact, so this map can be helpful in the project prioritization and selection process. As safety improvements are implemented, this analysis can be updated periodically to understand if projects in the targeted areas have resulted in reductions in serious injuries and fatalities, or if new streets have emerged as hot spots. Given that there is often a lag in complete crash records being made available for analysis and some projects may take years to implement, the timeframe for refreshing this analysis is likely every three to seven years, depending on the circumstances of your community.
- 3. Develop an action plan.** A Vision Zero Action Plan builds on the analysis of when, where, and why crashes occur to identify specific, measurable actions to address the condi-

tions that lead to serious injury and fatal crash outcomes. If your community still needs to develop an action plan, there is unprecedented opportunity through the USDOT's [Safe Streets and Roads for All \(SS4A\)](#) grant program, which dedicates a significant portion of funding for planning activities and in its first round funded all applications for planning grants. Once a plan is developed, this same grant program aims to fund action items to measurably improve the safety of streets for all users.

- 4. Experiment with demonstration projects and quick-build, low-cost materials.** Addressing Vision Zero requires urgency and calls for progress measured in days and weeks rather than months and years. There is mounting evidence for the types of interventions that improve safety for all users. Nearly all of these changes can be implemented at relatively low cost without requiring extensive engineering design, as has been shown in the examples implemented in Jersey City over the past five years. By quickly implementing changes, communities can get immediate feedback about what works in their community and can engage in more meaningful dialogue with members of the public, elected officials, and other departments.
- 5. Iterate, adapt, systematize.** Achieving Vision Zero is a bold goal that requires a shift in how things have traditionally been done as it relates to the transportation system. Even once the goal of zero traffic deaths is achieved in a given community in a given year, maintaining zero in the years to come will require continued diligence. This requires a constant commitment to reviewing data, engaging the community and partners, adapting based on what's working and what isn't working, and finding ways to embed Vision Zero-centered principles and practices into the systems underlying how the streets operate.

Conclusion

When it comes to creating livable and safe places, planners already possess a body of knowledge of which elements to include: human-scaled streets that are easy to cross and naturally slow traffic, a mix of uses within short proximity that allow people to meet many of their daily needs on foot or on bike, trees and plantings to provide shade and a barrier between the sidewalk and moving vehicles, and so much more. These are the same elements that can also contribute to sustainability, resiliency, and affordability, additional goals that guide many planning activities.

Achieving Vision Zero requires that these interventions are pursued with an even greater sense of urgency and that planners take a more active role in translating a vision for safe streets into concrete, iterative improvements that can be implemented in the day-to-day engineering of streets. Jersey City has shown that significant changes can be achieved using tactical, quick-build approaches that prioritize the most vulnerable users of the street and encourage active transportation. By bringing multiple disciplines and partnerships to the challenge, developing a tactical Action Plan, adopting a quick-build mindset to implement changes quickly, and weaving safety into the everyday culture

and processes of city-building, planners can lead the efforts towards achieving zero traffic deaths in their communities.

About the Authors

Elias Guseman, AICP, is a Senior Transportation Planner in Jersey City's Division of Transportation Planning and has worked for Jersey City since June 2019. He moved to Jersey City after graduating from the Edward J. Bloustein School's Master of City and Regional Planning Program at Rutgers University. With Jersey City, he has had the opportunity to work on a host of bike, pedestrian and micromobility projects that aim to make the City a leader in active transportation and has led a series of planning studies to address long standing transportation inequities and issues. Along with the rest of the Transportation Planning team, he is an avid cyclist and city explorer.

Michael Manzella, AICP, has served as the Director of Transportation Planning in Jersey City's Division of Transportation Planning since March 2022. In the five years prior, he served as the Director of Transportation for the City of Asbury Park, during which the City implemented its Complete Streets policy by adopting a bicycle and pedestrian master plan, installing over 10 miles of bicycle facilities, launching the Jersey Shore's first bike share and scooter share programs, and developing several Open Streets programs, among other initiatives. He is a proud MCRP alum from the Bloustein School at Rutgers University and studied undergraduate engineering at Stevens Institute of Technology in Hoboken, New Jersey.

Lyndsey Scofield, AICP, PMP, is a Senior Transportation Planner in Jersey City's Division of Transportation Planning with a passion for making transportation work better for everyone. She moved to Jersey City in 2012 while working for NJ TRANSIT and pursuing her master's degree in urban planning at NYU Wagner School of Public Service. As a resident, she first got involved with community groups focused on transforming public space through advocating for green infrastructure, constructing pop-up parklets on PARK(ing) Day, and participating in group bike rides on city streets. As an employee of Jersey City, she now has the privilege to work every day on projects that make streets safer for all users, encourage users of all ages and abilities to feel comfortable choosing active modes of transportation, and help support the sustainable growth of the City.

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

PREPARED BY: Cheryl Rottmann, Deputy City Manager/City Clerk

AGENDA ITEM CONTENT: 2025 City Council Meeting Calendar

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Council is requested to adopt the 2025 City Council Meeting Calendar. Date changes take place in observance of Passover, Memorial Day, Rosh Hashanah

RECOMMENDATION:

Staff recommends adopting the 2025 City Council Meeting Calendar

PROPOSED CITY COUNCIL REGULAR MEETING SCHEDULE 2025:

| | |
|-----------|---|
| JANUARY | 13 |
| JANUARY | 27 |
| FEBRUARY | 10 |
| FEBRUARY | 24 |
| MARCH | 10 |
| MARCH | 24 |
| APRIL | 15 - TUESDAY (PASSOVER) - WILL INCLUDE BUDGET |
| APRIL | 28 |
| MAY | 12 |
| MAY | 27 – TUESDAY (MEMORIAL DAY) |
| JUNE | 9 |
| JUNE | 23 |
| JULY | 14 |
| JULY | 28 |
| AUGUST | 11 |
| AUGUST | 25 |
| SEPTEMBER | 8 |
| SEPTEMBER | 29 (ROSH HASHANAH -MOVED TO LAST MONDAY) |
| OCTOBER | 13 |
| OCTOBER | 27 |
| NOVEMBER | 10 |
| NOVEMBER | 24 |
| DECEMBER | 1 (WILL INCLUDE STRATEGIC PLANNING) |
| DECEMBER | 8 |

City Council Regular Meeting
Madison Heights, Michigan
November 25, 2024

A City Council Regular Meeting was held on Monday, November 25, 2024 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

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

ALSO PRESENT

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

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

CM-24-239. Approval of the Agenda.

Motion to move Item #8 CED Director - Ordinance 2201 - Rezoning PRZN 24-01 - 32275 Stephenson Hwy. [M-1 to MUI-1], First Reading, to the beginning of the Agenda.

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

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

Motion carried.

CM-24-240. Ordinance 2201 - Rezoning PRZN 24-01 - 32275 Stephenson Hwy. [M-1 to MUI-1], First Reading.

Motion to adopt Ordinance #2201 (PRZN 24-01) upon first reading and schedule the required public hearing and second reading for the December 9th, 2024 City Council Meeting.

Ahmad Nassar, applicant and owner of Detroit 75 Kitchen, noted that one year ago they opened their first temporary location in Troy. They hoped to make this property their first brick and mortar location and are seeking a rezoning to accommodate the use at this location.

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

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

Motion carried.

CM-24-241. City Auditors (Rehmann) - Financial Audit Presentation

Daniel Clark, Principal from Rehmann, presented the annual financial statements for the Fiscal Year Ending June 30, 2024 for Council's review. Mr. Clark also reviewed Rehmann's letter to the City Council.

Mr. Clark answered Council's questions pertaining to investment income, property tax revenue, CIP expenditures, federal grants and expenditures, OPEB and pension liabilities, and revenues in the Water and Sewer funds. City Manager Marsh stated that staff would report back to Council and clarify how Water and Sewer revenues are being reported as they don't appear to be grouped the same as in previous years.

Motion to receive and file the annual financial statements for the Fiscal Year Ending June 20, 2024.

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

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

Motion carried.

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

CM-24-242. Consent Agenda.

Motion to approve the Consent Agenda, as read.

Motion made by Councilor Wright, Seconded by Councilman Mier.

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

Motion carried.

CM-24-243. Scheduled Replacement of Vehicle #469.

Motion to approve the purchase of one 2025 Chevrolet Express passenger van from Berger Chevrolet, of Grand Rapids, through the State of Michigan MiDeal Vehicle Purchasing Program, in the amount of \$46,828.00.

Motion made by Councilor Wright, Seconded by Councilman Mier.

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

Motion carried.

CM-24-244. City Council Regular Meeting Minutes of November 11, 2024.

Motion to approve the City Council Regular Meeting Minutes of November 11, 2024, as printed.

Motion made by Councilor Wright, Seconded by Councilman Mier.

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

Motion carried.

CM-24-245. Road Improvement Project Agreement with McNaughton-McKay on Pinehurst Drive.

Motion to approve the agreement between the City of Madison Heights and McNaughton-McKay for the Road Improvement Project on Pinehurst Drive and authorize the City Manager and City Clerk to sign on behalf of the city.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Motion carried.

CM-24-246. Workstations replacement for City Manager and Finance Departments.

Motion to approve the purchase of replacement workstations from Smart Business Source in the amount of \$50,732.58.

Motion made by Councilor Rohrbach, Seconded by Councilman Mier.

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

Motion carried.

CM-24-247. City-wide Copy Machine Replacement Lease Contract.

Motion to approve a 60-month lease agreement with Xerox Business Solutions Midwest in the amount of \$2,408.90 for 21 copy machines and maintenance and allow the City Manager to sign on behalf of the city.

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

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

Motion carried.

COUNCIL COMMENTS:

Councilman Mier thanked the mayor for giving Santa the key to the city this evening. Great job on the audit to Linda, Melissa and the team. Happy Thanksgiving to all, hopefully you will have some good quality family time and safe travels.

Mayor Pro Tem Bliss thanked staff and the audit team for a positive audit. The difference over the past 10 years is tangible and it is great to see good news and he is appreciative for staff's efforts. The Tree Lighting was fabulous and the turnout was great. Everyone had positive reviews and he appreciates the growth of this event, and feels that it has completely rebounded from the Covid years. We have to make sure our residents are safe and the roads are safe, but people also see value in events like the Tree Lighting. He noted that all of the events that we have held this year have been well attended and he appreciates the Recreation Department expanding these types of programs. We are going into strategic planning and stated that he would like to see some sort of partnership with some sort of gym, recreation center or school district to expand these type of services to the residents. Again, hats off to all of our staff from DPS to Finance for today's activities.

Councilor Wright wished everyone a Happy Turkey Day.

City Attorney Sherman wished everyone a Happy Thanksgiving.

City Manager Marsh noted the good job the Active Adult Center and the DPS did for tonight's activities and she wished everyone a Happy Thanksgiving.

Deputy City Manager/City Clerk Rottmann wished all a Happy Thanksgiving.

Councilor Rohrbach recognized the leadership team of the City for all the work that they have put into the events and for their dedication. Happy Thanksgiving and Happy Birthday Councilman Soltis.

Councilman Fleming commented on the good work that all of the city staff does, from the Recreation Department, the Finance Department to the City Manager and for all that is being done on behalf of the residents.

Councilman Soltis had no comments this evening.

Mayor Grafstein expressed thanks to Finance Director Kunath and the Finance staff and all the work that has been put in. She stated that tonight we had approvals for desks and printers, and you don't realize how much they cost, and she thanked staff for getting best costs possible. She gave

a shout out to our first responders and noted that they had a difficult weekend and they truly are heroes. They take time out from their family to be there for us and to make sure we are safe. Thank you for all those that came out to Tree Lighting, and thank you to the DPS, the Women's Club, and all others that help put on this event. Next week on December 2nd is our strategic planning meeting where we discuss what our future is going to look like. The December 9th meeting is our last Council meeting of the year.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 8:17 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2024

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

AGENDA ITEM CONTENT: Director of Public Services - Priority Waste Update

AGENDA ITEM SECTION: Communications

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

A representative from Priority Waste is scheduled to attend the Council meeting to provide an update on their progress with the acquisition of the City's solid waste contract over the last six months.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

PREPARED BY: Brent LeMerise, Police Chief

MEETING DATE: 12/9/24

AGENDA ITEM CONTENT: Purchase of Body-Worn Cameras, In-Car Cameras, Software, Cloud Storage

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: FY 2026

FUNDS REQUESTED: \$690,000

FUND: 101-301

EXECUTIVE SUMMARY: The current contract with Axon for in-car and body-worn cameras with software and storage will expire in FY26. As part of this contract, MHPD also co-termed a separate agreement for cloud storage, which has proven to be a key solution for storing and sharing digital evidence, including materials for prosecutors and FOIA requests. Axon now offers an upgraded camera system with enhanced features, including live-stream monitoring, license plate reading technology, redaction and sharing capabilities, and auto-tagging for better record-keeping. Axon has proposed a 5-year contract starting in March 2025, which will lock in the 2024 price schedule. The total cost for the 5-year contract is \$690,000.

RECOMMENDATION: Although the original contract was negotiated at \$707,310.41 by staff, a review by the Information Technology Advisory Committee (ITAC) led to further price negotiations, bringing the cost down to \$690,000, pending approval by the City Council at the December 9th meeting. An updated quote will be available Monday night. Based on this revised information, ITAC recommends that the City Council approve the 5-year contract with Axon Enterprise, not to exceed \$690,000.

MADISON HEIGHTS POLICE DEPARTMENT

280 W. Thirteen Mile Rd. Madison Heights, MI 48071

Phone: 248-585-2100

Fax: 248-585-8090

Administration: 248-837-2729

Brent S. LeMerise
Chief of Police

TO: Melissa R. Marsh, City Manager

FROM: Brent S. LeMerise, Chief of Police

DATE: December 3, 2024

SUBJECT: Capital Improvement Request – Axon Camera & Cloud Storage Contract Renewal

In-car cameras and body-worn cameras are vital tools in law enforcement, helping to reduce liability and improve professionalism by monitoring the behavior of officers and individuals they interact with. The current contract with Axon for in-car and body-worn cameras will expire at the end of FY26. As part of this contract, MHPD also co-termed a separate agreement for cloud storage, which has proven to be a key solution for storing and sharing digital evidence, including materials for prosecutors and FOIA requests. Axon now offers an upgraded camera system with enhanced features, including live-stream monitoring, license plate reading technology, redaction and sharing capabilities, and auto-tagging for better record-keeping. Similar to the current contract, new equipment will be provided halfway through the term.

Axon has proposed a 5-year contract starting in March 2025, which will lock in the 2024 price schedule. The total cost for the 5-year contract is \$689,995.41, at \$137,747.52 per fiscal year, beginning in July 2025. A one-time payment of \$1,217.81 is due in March/April 2025. MMRMA has suspended its Risk Avoidance Program grants for these purchases.

Although the original contract was negotiated at \$707,310.41 by staff, a review by the Information Technology Advisory Committee (ITAC) led to further price negotiations, bringing the cost down to \$689,995.41, pending approval by the City Council at the December 9th meeting. Based on this revised information, ITAC recommends that the City Council approve the 5-year contract with Axon Enterprise, not to exceed \$690,000.

Respectfully,




Brent S. LeMerise
Chief of Police



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-551450-45631.620KB **Item 10.**



Issued: 12/05/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 04/01/2025

Account Number: 113354
Payment Terms: N30
Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Madison Heights Police Department - MI 280 W 13 Mile Rd Madison Heights, MI 48071-1804 USA | Madison Heights Police Department - MI 280 W 13 Mile Rd Madison Heights MI 48071-1804 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Kyle Brennan Phone: Email: kybrennan@axon.com Fax: | Brent LeMerise Phone: (248) 585-2100 Email: blemerise@madison-heights.org Fax: (248) 585-8090 |

Quote Summary

| | |
|------------------------|--------------|
| Program Length | 60 Months |
| TOTAL COST | \$689,955.41 |
| ESTIMATED TOTAL W/ TAX | \$689,955.41 |

Discount Summary

| | |
|--------------------------|--------------|
| Average Savings Per Year | \$61,616.58 |
| TOTAL SAVINGS | \$308,082.89 |

Payment Summary

| Date | Subtotal | Tax | Total |
|----------|--------------|--------|--------------|
| Mar 2025 | \$1,222.16 | \$0.00 | \$1,222.16 |
| Apr 2025 | (\$4.35) | \$0.00 | (\$4.35) |
| Jul 2025 | \$137,747.52 | \$0.00 | \$137,747.52 |
| Jul 2026 | \$137,747.52 | \$0.00 | \$137,747.52 |
| Jul 2027 | \$137,747.52 | \$0.00 | \$137,747.52 |
| Jul 2028 | \$137,747.52 | \$0.00 | \$137,747.52 |
| Jul 2029 | \$137,747.52 | \$0.00 | \$137,747.52 |
| Total | \$689,955.41 | \$0.00 | \$689,955.41 |

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$998 Item 10.

\$872,422.30

\$689,955.41

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|------------|---------------|---------------------|---------------|---------------------|
| Program | | | | | | | | | |
| 100553 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1 | | | \$1.00 | (\$24,994.09) | (\$24,994.09) | \$0.00 | (\$24,994.09) |
| B00020 | BUNDLE - UNLIMITED | 55 | 60 | \$164.24 | \$140.82 | \$129.23 | \$426,459.00 | \$0.00 | \$426,459.00 |
| Fleet3A | Fleet 3 Advanced | 15 | 60 | \$308.27 | \$254.57 | \$237.00 | \$213,300.00 | \$0.00 | \$213,300.00 |
| A la Carte Hardware | | | | | | | | | |
| H00002 | AB4 Multi Bay Dock Bundle | 7 | | | \$1,638.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00001 | AB4 Camera Bundle | 50 | | | \$849.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00001 | AB4 Camera Bundle | 5 | | | \$849.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A la Carte Software | | | | | | | | | |
| 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | 60 | | \$10.85 | \$7.60 | \$25,063.50 | \$0.00 | \$25,063.50 |
| 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | 60 | | \$10.85 | \$7.60 | \$25,063.50 | \$0.00 | \$25,063.50 |
| 73618 | AXON COMMUNITY REQUEST | 55 | 60 | | \$10.85 | \$7.60 | \$25,063.50 | \$0.00 | \$25,063.50 |
| ProLicense | Pro License Bundle | 5 | 60 | | \$43.40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$689,955.41 | \$0.00 | \$689,955.41 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------|--------|--|-----|-------------------|-------------------------|
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 50 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 1 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 5 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 55 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 6 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 55 | 1 | 03/01/2025 |
| AB4 Camera Bundle | 74028 | AXON BODY - MOUNT - WING CLIP RAPIDLOCK | 6 | 1 | 03/01/2025 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 7 | 1 | 03/01/2025 |
| AB4 Multi Bay Dock Bundle | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 7 | 1 | 03/01/2025 |
| AB4 Multi Bay Dock Bundle | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 7 | 1 | 03/01/2025 |
| BUNDLE - UNLIMITED | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY | 55 | 1 | 03/01/2025 |
| BUNDLE - UNLIMITED | 71044 | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK | 110 | 1 | 03/01/2025 |
| Fleet 3 Advanced | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 15 | 1 | 03/01/2025 |
| Fleet 3 Advanced | 70112 | AXON SIGNAL - SIGNAL UNIT | 15 | 1 | 03/01/2025 |
| Fleet 3 Advanced | 71200 | AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL | 15 | 1 | 03/01/2025 |

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|--------------------|-------|--|-----|-------------------|-------------------------|
| Fleet 3 Advanced | 72036 | AXON FLEET 3 - STANDARD 2 CAMERA KIT | 15 | 1 | 03/01/2025 |
| BUNDLE - UNLIMITED | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 56 | 1 | 09/01/2027 |
| BUNDLE - UNLIMITED | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 7 | 1 | 09/01/2027 |
| BUNDLE - UNLIMITED | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 56 | 1 | 03/01/2030 |
| BUNDLE - UNLIMITED | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 7 | 1 | 03/01/2030 |
| Fleet 3 Advanced | 72040 | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT | 15 | 1 | 03/01/2030 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------------------|-------|--|-----|----------------------|--------------------|
| BUNDLE - UNLIMITED | 73638 | AXON STANDARDS - LICENSE | 55 | 04/01/2025 | 03/31/2030 |
| BUNDLE - UNLIMITED | 73680 | AXON RESPOND PLUS - LICENSE | 55 | 04/01/2025 | 03/31/2030 |
| BUNDLE - UNLIMITED | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 550 | 04/01/2025 | 03/31/2030 |
| BUNDLE - UNLIMITED | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 55 | 04/01/2025 | 03/31/2030 |
| BUNDLE - UNLIMITED | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 55 | 04/01/2025 | 03/31/2030 |
| Fleet 3 Advanced | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE | 15 | 04/01/2025 | 03/31/2030 |
| Fleet 3 Advanced | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA | 15 | 04/01/2025 | 03/31/2030 |
| Fleet 3 Advanced | 80402 | AXON RESPOND - LICENSE - FLEET 3 | 15 | 04/01/2025 | 03/31/2030 |
| Fleet 3 Advanced | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 30 | 04/01/2025 | 03/31/2030 |
| Pro License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 15 | 04/01/2025 | 03/31/2030 |
| Pro License Bundle | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 5 | 04/01/2025 | 03/31/2030 |
| A la Carte | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | 04/01/2025 | 03/31/2030 |
| A la Carte | 73618 | AXON COMMUNITY REQUEST | 55 | 04/01/2025 | 03/31/2030 |
| A la Carte | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | 04/01/2025 | 03/31/2030 |

Services

| Bundle | Item | Description | QTY |
|------------------|-------|---|-----|
| Fleet 3 Advanced | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 15 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------------------|-------|--|-----|----------------------|--------------------|
| BUNDLE - UNLIMITED | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 55 | 03/01/2026 | 03/31/2030 |
| BUNDLE - UNLIMITED | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 1 | 03/01/2026 | 03/31/2030 |
| BUNDLE - UNLIMITED | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 7 | 03/01/2026 | 03/31/2030 |
| Fleet 3 Advanced | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT | 15 | 03/01/2026 | 03/31/2030 |
| Fleet 3 Advanced | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 15 | 03/01/2026 | 03/31/2030 |

Shipping Locations

Item 10.

| Location Number | Street | City | State | Zip | Country |
|-----------------|------------------|-----------------|-------|------------|---------|
| 1 | 280 W 13 Mile Rd | Madison Heights | MI | 48071-1804 | USA |

Payment Details

Mar 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------------------|------------|--|-----|-------------------|---------------|-------------------|
| Year 1 - Part 1 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$919.04 | \$0.00 | \$919.04 |
| Year 1 - Part 1 | 73618 | AXON COMMUNITY REQUEST | 55 | \$919.04 | \$0.00 | \$919.04 |
| Year 1 - Part 1 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$919.04 | \$0.00 | \$919.04 |
| Year 1 - Part 1 | B00020 | BUNDLE - UNLIMITED | 55 | \$15,637.59 | \$0.00 | \$15,637.59 |
| Year 1 - Part 1 | Fleet3A | Fleet 3 Advanced | 15 | \$7,821.54 | \$0.00 | \$7,821.54 |
| Year 1 - Part 1 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | 100553 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1 | (\$24,994.09) | \$0.00 | (\$24,994.09) |
| Total | | | | \$1,222.16 | \$0.00 | \$1,222.16 |

Apr 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------------------|---------|---------------------------|-----|-----------------|---------------|-----------------|
| Invoice Upon Fulfillment | Fleet3A | Fleet 3 Advanced | 15 | (\$4.35) | \$0.00 | (\$4.35) |
| BWC Hardware | H00001 | AB4 Camera Bundle | 50 | \$0.00 | \$0.00 | \$0.00 |
| BWC Hardware | H00001 | AB4 Camera Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| BWC Hardware | H00002 | AB4 Multi Bay Dock Bundle | 7 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | (\$4.35) | \$0.00 | (\$4.35) |

Jul 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|-----------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 1 - Part 2 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 1 - Part 2 | 73618 | AXON COMMUNITY REQUEST | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 1 - Part 2 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 1 - Part 2 | B00020 | BUNDLE - UNLIMITED | 55 | \$82,164.28 | \$0.00 | \$82,164.28 |
| Year 1 - Part 2 | Fleet3A | Fleet 3 Advanced | 15 | \$41,096.57 | \$0.00 | \$41,096.57 |
| Year 1 - Part 2 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$137,747.52 | \$0.00 | \$137,747.52 |

Jul 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 2 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 2 | 73618 | AXON COMMUNITY REQUEST | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 2 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 2 | B00020 | BUNDLE - UNLIMITED | 55 | \$82,164.28 | \$0.00 | \$82,164.28 |
| Year 2 | Fleet3A | Fleet 3 Advanced | 15 | \$41,096.57 | \$0.00 | \$41,096.57 |
| Year 2 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$137,747.52 | \$0.00 | \$137,747.52 |

Jul 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 3 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 3 | 73618 | AXON COMMUNITY REQUEST | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 3 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 3 | B00020 | BUNDLE - UNLIMITED | 55 | \$82,164.28 | \$0.00 | \$82,164.28 |
| Year 3 | Fleet3A | Fleet 3 Advanced | 15 | \$41,096.57 | \$0.00 | \$41,096.57 |
| Year 3 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$137,747.52 | \$0.00 | \$137,747.52 |

Jul 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 4 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 4 | 73618 | AXON COMMUNITY REQUEST | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 4 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 4 | B00020 | BUNDLE - UNLIMITED | 55 | \$82,164.28 | \$0.00 | \$82,164.28 |
| Year 4 | Fleet3A | Fleet 3 Advanced | 15 | \$41,096.57 | \$0.00 | \$41,096.57 |
| Year 4 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$137,747.52 | \$0.00 | \$137,747.52 |

Jul 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 5 | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 5 | 73618 | AXON COMMUNITY REQUEST | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 5 | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 55 | \$4,828.89 | \$0.00 | \$4,828.89 |
| Year 5 | B00020 | BUNDLE - UNLIMITED | 55 | \$82,164.28 | \$0.00 | \$82,164.28 |
| Year 5 | Fleet3A | Fleet 3 Advanced | 15 | \$41,096.57 | \$0.00 | \$41,096.57 |
| Year 5 | ProLicense | Pro License Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$137,747.52 | \$0.00 | \$137,747.52 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-315356, Q-471324, Q-471690, Q-572470

Agency is terminating those contracts effective 4/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of \$(24,994.09)

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00030224. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

12/5/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Madison Heights Police Department - MI the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/2024

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

AGENDA ITEM CONTENT: Director of Public Services - Scheduled Replacement of Vehicle #525

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$300,000

FUNDS REQUESTED: \$223,902.75

FUND: 101-528-982-0000

EXECUTIVE SUMMARY:

The FY 2024-25 Budget includes the second phase of funding to replace vehicle 525, a 2004 GMC chipper truck, funded through the solid waste division. The existing truck has a very poor condition score of 43, warranting priority replacement.

RECOMMENDATION:

Staff recommends that Council approve the purchase of one forestry truck and equipment as quoted to Altec Industries, of Waterford, in the amount of \$223,902.75, through the MiDeal Cooperative Purchasing program. Funding is budgeted and available.

MEMORANDUM

Item 11.

DATE: November 27, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Scheduled Replacement of Vehicle #525

The FY 2024-25 Budget includes the second phase of funding to replace vehicle 525, a 2004 GMC chipper truck, funded through the solid waste division. The existing truck has a very poor condition score of 43, warranting priority replacement.

Historically, the sign shop's bucket truck has been used for tree trimming work in conjunction with the chipper truck. This results in increased wear and tear on the bucket truck, particularly because the telescoping boom design is not ideal for sawdust and debris exposure. Upon replacement of sign truck 429 in 2017, an efficiency idea was developed to replace the existing chipper truck with a forestry truck, eliminating the need for a separate bucket truck for tree trimming and maintenance activities, and saving wear and tear on the sign truck. The old sign truck has been held in reserve for tree work, and will be auctioned off along with chipper truck 525.

A forestry truck combines the capability of an elevated platform bucket truck, which is specifically designed for tree maintenance activities, with an onboard chipper box. The equipment as quoted also includes an arsenal of professional grade battery operated tree maintenance equipment, continuing the City's movement toward decarbonization and sustainability.

Staff therefore recommends that Council approve the purchase of one forestry truck and equipment as quoted to Altec Industries, of Waterford, in the amount of \$223,902.75, through the MiDeal Cooperative Purchasing program. Funding is budgeted and available.

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

City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet

Disposition: Auction

Item 11.

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation:11/27/2024

Vehicle #:525

Department / Division:Solid Waste

Year / Make / Model:2004GMC Chipper Truck

Vehicle Type:B

Type A = Sedans / Light Trucks ≤ 1 Ton

Type B = Medium / Heavy Duty > 1 Ton

Type C = Off Road Equipment

Age: One point for each year of chronological age beginning with in-service date

In Service Date:3/1/2004

Age in Months:248

Age in Years (rounded):21

Score:21

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage:53,515

Actual Hours:(N/A)

Score:11

Service Type:

| Type A | | Type C | |
|--------|---|--------|---|
| Points | Description | Points | Description |
| 1 | Standard sedans and light pickups. | 1 | Standard duties as equipped. |
| 2 | Standard vehicles with occasional off-road usage. | 2 | Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs). |
| 3 | Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage. | 3 | Multiple duties based on seasons (snow, mowing, leaf). |
| 4 | Any vehicle involved in snow removal. | 4 | Extreme duties in harmful atmosphere (dust, salt, water). |
| 5 | Police, Fire, and Rescue service vehicles. | 5 | Heavy construction work including snow removal. |

| Type B | |
|--------|---|
| Points | Description |
| 1 | Standard use including basic job site duties, some light duty hauling. |
| 2 | Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing. |
| 3 | Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection. |
| 4 | Above standard use including job side idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal. |
| 5 | Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck). |

Score: 4

Reliability: Note: Based on current conditions. Preventative Maintenance work is not included.

| Points | Description |
|--------|---|
| 1 | In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls. |
| 2 | In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months. |
| 3 | In shop more than twice within the last month, and no major breakdowns or road calls. |
| 4 | In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month. |
| 5 | In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month. |

Number of times in shop within the last month:1

Number of times in shop within the last 3 months:2

Any Road Calls or Breakdowns (Y or N):N

Road Calls / Breakdowns within the last month:0

Road Calls / Breakdowns within the last 3 months:0

In shop more than twice monthly within the last 3 months (Y or N):N

Score: 1

Maintenance & Replacement Costs:

| Points | Description |
|--------|---|
| 1 | Maintenance costs are less than or equal to 20% of replacement cost. |
| 2 | Maintenance costs are 21-40% of replacement cost. |
| 3 | Maintenance costs are 41-60% of replacement cost. |
| 4 | Maintenance costs are 61-80% of replacement cost. |
| 5 | Maintenance costs are greater than or equal to 81% of replacement cost. |

Total Maintenance Cost:44,765as of 11/27/2024

Estimated Purchase Price - New Veh.:225,000as of 11/27/2024

Est. Resale Value of Car to be sold:10,000as of 11/27/2024

Estimated Net Replacement Cost:215,000as of 11/27/2024

Maintenance Cost as % of Replacement Cost:20.8%as of 11/27/2024

Score: 2

Condition:

| Type A | |
|--------|---|
| Points | Description |
| 1 | No visual damage or rust and a good drive train |
| 2 | Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train. |
| 3 | Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train. |
| 4 | Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad. |
| 5 | Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment |

| Type B | |
|--------|--|
| Points | Description |
| 1 | No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train. |
| 2 | Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification. |
| 3 | Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment. |
| 4 | Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad. |
| 5 | Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments. |

| Type C | |
|--------|---|
| Points | Description |
| 1 | Good condition, fully functional. |
| 2 | Fair body, functional. |
| 3 | Minor body damage, weak operating system. |
| 4 | Severe damage, component not functional. |
| 5 | Extreme damage, inoperable. |

Number of Notable Accidents:0(list number)

Paint / Body:Poorcomment

Interior:Poorcomment

Drive Train:Faircomment

General Condition:4(pick number from table)

Score: 4

Overall: Total Score: 43

| | | |
|---------|-----------|---|
| 0 - 17 | Excellent | Do not replace. |
| 18 - 22 | Good | Re-evaluate for future budget(s). |
| 23 - 27 | Fair | Qualifies for replacement if budget allows. |
| 28+ | Poor | Needs priority replacement. |

Prepared By:Sean P. Ballantine

Date:11/27/2024

Unit / Body Specifications

- Altec model LR8-60E70 articulating overcenter aerial device
 - working height: 75.3 ft
 - side reach: 48.4 ft
- Elevator pedestal
- Single one man, fixed, side mounted fiberglass platform
- Platform cover
- Platform liner
- Tool circuit
- Tool circuit system relief pressure to be set to 2250 psi
- Secondary stowage system
- A-frame primary outriggers with swivel shoes and safety interlock system
- Hydraulic outrigger controls
- Reservoir, 30 gallon
- Sight gauge for hydraulic reservoir, reservoir mounted
- Hydraulic Oil HVI-22 with Dye (Standard)
- Chip dump body 14.5 cubic yard capacity with ladder box on curb side and tailgate
- Transverse box
- Cab guard, sheet metal with non-skid surface and expanded metal section
- Underride Protection
- Rigid style pintle hitch
- No automatic lower boom stow
- Wood outrigger pads
- Grab handle installed on top of lower controls
- Small grab handle installed on rear of through box on curbside at through box side access platform
- Grab handle installed on top of curbside rear through box compartment
- Cone holder
- Complete LED FMVSS lighting package
- 4-Corner strobes, Amber LED
- 6-Way trailer receptacle, pin type
- Electric trailer brake controller
- No upper boom out of stow indicator
- No lower boom out of stow indicator
- Dump Body Out of Stow Indicator Light, Installed In Cab
- Standard altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- 2025 Freightliner M2-106 Plus
 - 4x2 Drive Train
 - 33,000 lb GVWR
 - Cummins 6.7 240 HP
 - Allison 3500 Automatic Transmission
 - Driver Controlled Diff-Lock
- See Additional chassis info on Work Order











Options

State of Michigan MiDeal Contract # 240000000160

| | |
|-------------------|---------------|
| Price: | \$ 209,620.00 |
| Options: | \$ 0 |
| Delivery: | \$ 0 |
| Total: | \$ 209,620.00 |
| (Excluding Taxes) | |


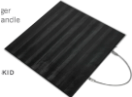





Madison Heights Quote - 11-26-24
Altec Supply Account Manager - Greg Storrs 734-649-6940
Email: greg.storrs@altec.com

| Qty. | Altec PN: | Item Description: | Quote Price: (ea.) | Extended Price: (qty.) | Availability | IMAGE |
|------|-----------|--|-----------------------|------------------------------|--------------|---|
| 1 | 999461271 | MADISON HEIGHTS ARBOR TRUCK KIT: INCLUDES ALL ITEMS BELOW | | \$14,282.75 | 2-3 WEEKS | |
| 2 | 999303170 | MSA 300-20" BARE TOOL - THIS IS THE BATTERY VERSION OF THE MS290 | \$819.00 | \$1,638.00 | 2-3 WEEKS |  |
| 2 | 999576210 | MSA 220 C-16" BARE TOOL - THIS IS THE BATTERY VERSION OF THE MS170 | \$429.00 | \$858.00 | 2-3 WEEKS |  |
| 2 | 970783014 | HTA 135 POLESAW BARE TOOL - THIS IS STIHL'S PROFESSIONAL BATTERY POLE SAW | \$665.00 | \$1,330.00 | 7 IN STOCK |  |
| 1 | 970803376 | STIHL MSA161 TOP HANDLE BATTERY CHAINSAW | \$427.00 | \$427.00 | 2-3 WEEKS |  |
| 5 | 970835115 | AP 500S BATTERY | \$436.50 | \$2,182.50 | 2-3 WEEKS |  |
| 2 | 970803378 | AL 500 CHARGER | \$189.00 | \$378.00 | 2-3 WEEKS |  |
| 1 | 970857227 | MS 500I-25" SAW - THEY ONLY MAKE THIS CHAINSAW IN A GAS MODEL | \$1,595.00 | \$1,595.00 | 2-3 WEEKS |  |
| 1 | 970766299 | BR600 GAS BLOWER - THIS IS THE GAS MODEL - THE STIHL DEALER I SPOKE TO SAID THE TECHNOLOGY IS NOT REALLY THERE YET ON THE BATTERY BLOWERS | \$549.00 | \$549.00 | 2-3 WEEKS |  |
| 1 | 970399114 | HASTINGS 4141 TREE TRIMMING KIT; 4 POLES 4' EA. SNAP TOGETHER, SAW HEAD, PRUNING HEAD, SCABBARD, WIRE LIFTING TONG HEAD | \$764.41 | \$764.41 | 2-3 WEEKS |  |
| 1 | 970783013 | SILKY ZUBAT 722-33 PROFESSIONAL HAND SAW | \$88.49 | \$88.49 | 10 IN STOCK |  |



Madison Heights Quote - 11-26-24
Altec Supply Account Manager - Greg Storrs 734-649-6940
Email: greg.storrs@altec.com

| Qty. | Altec PN: | Item Description: | Quote Price: (ea.) | Extended Price: (qty.) | Availability | IMAGE |
|------|------------|--|-----------------------|------------------------------|--------------|---|
| 3 | 900088845 | HARNESS AND LANYARD KIT | \$162.00 | \$486.00 | 175 IN STOCK |  |
| 4 | 900093078 | COMPOSITE OUTRIGGER PAD | \$132.87 | \$531.48 | 61 IN STOCK |  |
| 1 | 970335053 | HANGING CHAINSAW HOLDER - ALTEC SUPPLY | \$186.13 | \$186.13 | 29 IN STOCK |  |
| 2 | 970454076 | LITEBOX HL LANTERN 45855 - NEW PN IS 970246527 | \$190.37 | \$380.74 | 41 IN STOCK |  |
| 1 | 068370090- | HONDA EM5000 GENERATOR | \$2,799.00 | \$2,799.00 | 2-3 WEEKS |  |
| | | SUBTOTAL | | \$14,193.75 | | |
| | | TAX EXEMPT | | \$0.00 | | |
| | | SHIPPING CHARGE - FLAT RATE \$89 | | \$89.00 | | |
| | | TOTAL | | \$14,282.75 | | |

Quoted Prices Are Good For 30 Days!!
Extended Price DOES NOT INCLUDE FREIGHT!!
Prices Subject To Change, In The Event of a Manufacturer's Price Increase!!



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/9/24

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Rezoning PRZN 24-01(Ordinance 2201): 32275 Stephenson Hwy. - M-1 to MUI-1 - Second Reading

AGENDA ITEM SECTION: Ordinances

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant, Ahmad Nassar d/b/a Detroit 75 Kitchen, on behalf of the property owner, Raghunath Singh, requests to rezone one (1) parcel of land located at 32275 Stephenson Highway (TM# 44-25-02-101-036) from M-1, Light Industrial district, to MUI-1, Mixed-Use Innovation 1 district. The subject parcel is approximately 1 acre in size and is improved with a 3,300 square foot commercial building (currently operating as a restaurant and bar) and an associated parking lot. The property is located on the west side of Stephenson Hwy. just north of Whitcomb Ave.

NOTE: The applicant had originally applied to rezone the subject property to MUI-2. However, after meeting with staff, the applicant has requested an alternative rezoning to the MUI-1 district in lieu of the MUI-2 district.

RECOMMENDATION:

Staff recommends that City Council approve and adopt Ordinance #2201 (PRZN 24-01) upon second reading.



MEMORANDUM

Date: December 2nd, 2024
 To: City of Madison Heights City Council
 Meeting Date: December 9th, 2024
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Rezoning Request PRZN 24-01 (Ord. 2201)– 32275 Stephenson Hwy. - M-1 to MUI-1

Introduction

The applicant, Ahmad Nassar d/b/a Detroit 75 Kitchen, on behalf of the property owner, Raghunath Singh, requests to rezone one (1) parcel of land located at 32275 Stephenson Highway (TM# 44-25-02-101-036) from M-1, Light Industrial district, to MUI-1, Mixed-Use Innovation 1 district. The subject parcel is approximately 1 acre in size and is improved with a 3,300 square foot commercial building (currently operating as a restaurant and bar) and an associated parking lot. The property is located on the west side of Stephenson Hwy. just north of Whitcomb Ave.

NOTE: The applicant had originally applied to rezone the subject property to MUI-2. However, after meeting with staff, the applicant has requested an alternative rezoning to the MUI-1 district in lieu of the MUI-2 district.

Planning Commission Action and Findings

At their November 19th, 2024 meeting, the Planning Commission approved the following motion pertaining the proposed rezoning:

Motion by Commissioner Grant, seconded by Commissioner Graettinger, to recommend that City Council approve rezoning PRZN 24-01 of 32275 Stephenson Highway (parcel #44-25-02-101-36) from M-1, Light Industrial, to MUI-1, Mixed Use Innovation 1, as supported by staff and as requested by the applicant, in lieu of the original rezoning request to the MUI-2, Mixed-Use Innovation 2 district. This recommendation of approval was made after the required public hearing based upon the following findings:

(1) A rezoning to MUI-1 satisfies the map amendment review standards contained in Section 15.07 of the Zoning Ordinance and contained within the staff report dated November 12th, 2024. In particular, the Planning Commission finds that, in lieu of the MUI-2 district originally requested in the application, a rezoning to MUI-1 more satisfactorily addresses the following standards:

- Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed MUI-1 district.*
- Compatibility of all the potential uses allowed in the MUI-1 district with surrounding uses and zoning in terms of land suitability, impacts on the*

environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

- *Consistency of the MUI-1 district with the goals, policies, and objectives of the Master Plan (including the Future Land Use Plan).*
- *The boundaries of the MUI-1 district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*
- *The MUI-1 district is considered to be more appropriate from the city's perspective than another zoning district.*
- *Rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*
- *The requested MUI-1 district will not create an isolated or incompatible zone in the neighborhood.*
- *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the MUI-1 district.*
- *The amendment will not be expected to result in exclusionary zoning.*

(2) The applicant has provided an email letter dated November 14th, 2024, stating their support for a rezoning to the MUI-1 district in lieu of the MUI-2 district originally stated on the rezoning application.

Motion carries unanimously.

Background

The applicant requests a rezoning to MUI-1, Mixed-Use Innovation 1 district, to permit the operation of a food truck in association with a brick-and-mortar restaurant on the property. Per the newly adopted Madison Heights Zoning Ordinance, accessory food trucks, formally called "Mobile Food Vehicles", are only permitted to operate from approved "Mobile Food Sites." A "Mobile Food Site" is defined as, "a private property which has been approved under the provisions of the Zoning Ordinance for operation of a single mobile food vehicle as an accessory use." Mobile Food Sites are only permitted as an accessory use within the City Center, Mixed-Use Innovation 1 (MUI-1) and Mixed-Use Innovation 2 (MUI-2) zoning districts. The subject property's current M-1, Light Industrial zoning designation does not permit Mobile Food Sites.

The applicant requests a rezoning to the MUI-1 zoning designation as the first step in obtaining Mobile Food Site approval on the property. Within the MUI-1 district, Mobile Food Site approval may be granted administratively without the need for additional Planning Commission or City Council action. However, additional approval through Community and Economic Development Department will be required.

Existing Street View



Subject Parcel – Aerial View



Map Amendment (Rezoning) Review Standards

Section 15.07 of the new Zoning Ordinance contains standards that the Planning Commission and City Council shall consider when reviewing and acting upon a rezoning request:

- (1) *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*
- (2) *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*
- (3) *Consistency with the goals, policies, and objectives of the Master Plan (including the Future Land Use Plan), and any sub-area or corridor plans. If conditions have changed since such plans were adopted, consistency with recent development trends in the area shall be considered.*
- (4) *The boundaries of the requested zoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*
- (5) *The requested zoning district is considered to be more appropriate from the city's perspective than another zoning district.*
- (6) *If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*
- (7) *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*
- (8) *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*
- (9) *That the amendment will not be expected to result in exclusionary zoning.*

These standards are touched upon throughout this memo.

Zoning and Land Use Considerations

Per the Zoning Ordinance, the intent of the existing M-1, Light Industrial zoning district is to, *"primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts."*

The intent of the proposed MUI-1, Mixed-Use Innovation 1 district is to,

"Promote the reuse of older, character giving structures that may no longer be suitable for their original purposes. The MUI-1 district is intended to provide for an eclectic mix of uses reflective of long-established development patterns at a pedestrian scale, including the adaptive reuse of existing, smaller industrial spaces into new commercial, residential, artisan industrial, and mixed-use projects. The MUI-1 district supports a variety of residential, commercial, and light industrial uses that are compatible with surrounding neighborhoods, and accounts for the appropriate mitigation of other potential adverse impacts on adjacent residential uses."

While the applicant intends to continue operating a restaurant as the principal use of the site with the addition of an accessory food truck, the Planning Commission should consider all of the potential uses that could be developed on this site if it were to be rezoned to MUI-1. The Planning Commission should also consider the list of M-1 industrial uses currently allowed on-site which would no longer be permitted in an MUI-1 district or may require Special Land Use approval. Some of these more intense uses and significant use departures are highlighted in the table below:

| USE | M-1 | MUI-1 |
|---|-----|-------|
| CURRENT USE: Restaurant/Bar | P | P |
| PROPOSED ACCESSORY USE: Mobile Food Site | | P |
| Residential Uses | | |
| Townhomes | | P |
| Residential/Commercial Mixed-Use | | P |
| Senior Housing | | P |
| Commercial Uses | | |
| Auto Repair and Service | S | S |
| Auto Sales | P/S | S |
| Banquet Halls (Large) | | S |
| Commercial Kennels and Boarding Facilities | S | S |
| Drive-Through Facilities | | A+S |
| General Retail | | P |
| Hotels and Lodging | | S |
| Indoor Recreation Business | P | P/S |
| Medical Office | | P |
| Personal Service Establishments | | P |
| Self-Storage Facility | S | |
| Veterinary Clinic or Animal Grooming | | P |
| Industrial Uses | | |
| Artisan Manufacturing/Makerspace | P | P |
| Light Industrial, Assembly, Repair and Manufacturing | P | P |
| Lumber Yard | S | |
| Fleet Vehicle and Trucking Storage Yard. Commercial Storage of Boats, Trailers, RVs | S | |
| Research, Development and Testing Facilities | P | P |
| General Warehouse and Distribution | P | P |
| Wholesale Sales/Retail | S | S |
| Recycling Drop-Off Centers | S | |

P = Permitted by Right S = Special Approval Required A=Accessory Use Blank = Not Permitted

The full Permitted Use Table is attached to this memorandum.

A rezoning to the Mixed-Use Innovation 1 district would open the site to commercial and mixed-use (including residential) uses, while continuing to allow certain light industrial uses. The existing restaurant use would remain a use permitted by-right.

Existing Land Use and Zoning

Existing adjacent land uses and zoning designations are denoted in the table below:

Existing Land Uses and Zoning

| | Existing Land Use | Existing Zoning |
|---------------------------------|-----------------------------|-----------------------------|
| Site | Restaurant | M-1, Light Industrial |
| North | Light Industrial | M-1, Light Industrial |
| South | Mobility Equipment Supplier | M-1, Light Industrial |
| East (Across Stephenson) | Industrial Wholesale | M-1, Light Industrial |
| West | High School | R-2, One-Family Residential |

Adjacent land uses on Stephenson Highway consist primarily of light industrial uses. However, there are several hotels (zoned MUI-2 or B-3) along the stretch of Stephenson between 13 and 14 Mile Roads. As Stephenson approaches 14 Mile Road to the north, the zoning transitions to MUI-2 and B-3, Regional Business District, and the character becomes more commercial in nature. Additionally, properties to the south at the intersection of Stephenson and 13 Mile Road are currently zoned MUI-2.

Future Land Use and Master Plan

Adjacent future land uses, as envisioned by the 2021 Madison Heights Master Plan, are denoted in the table below:

Future Land Use

| | Future Land Use |
|---------------------------------|------------------|
| Site | Industrial |
| North | Industrial |
| South | Industrial |
| East (across Stephenson) | Industrial |
| West | Public & Schools |

The future land use designation of the subject site is *Industrial*. Per the Master Plan, the Industrial designation is intended to, “accommodate manufacturing, processing, warehousing, storage of raw materials and intermediate and finished products, industrial service providers, industrial parks, and industrial research activities. These more intense uses are intended for existing industrial areas along Stephenson, I-75 and 14 Mile Road.”

Adjacent future land use designations are primarily industrial.

Pertinent Goals & Objectives from the Master Plan include:

Community Character:

- Enhance the city’s commercial corridors to support walkability and improve community identity.
- Promote the city’s positive identity in the region.

Commercial & Industrial Development:

- Encourage entrepreneurship and growth for diverse businesses of all sizes to promote a balanced local economy.
- Provide incentives and flexible zoning mechanisms for commercial and industrial property owners and tenants to upgrade existing commercial and industrial sites.
- Promote the mix of commercial, office, and industrial uses in a way that fosters collaboration and business growth, while creating a desirable environment for the local workforce.

Transportation

Per the 2021 Master Plan, this stretch of Stephenson Highway is designated as a minor arterial road and typically handles through-traffic for local traffic generators. Per SEMCOG, this stretch of Stephenson Highway accommodates approximately 12,400 vehicles per day.

Staff Discussion and Policy Analysis

After a pre-application meeting with staff on October 8th, 2024 the applicant formally applied to rezone the subject property to the MUI-2 district, primarily due to the existing MUI-2-zoned properties on the east side of Stephenson Highway. However, after additional analysis, staff concluded that, in lieu of the MUI-2 district, the MUI-1 district would better align with the industrial character of Stephenson Highway and would continue to allow for light industrial uses which would not be permitted under the MUI-2 district. As such, the applicant requested an alternate rezoning to the MUI-1 district; the Planning Commission recommended approval of the MUI-1 district in lieu of the MUI-2 district at their November 19th, 2024 meeting.

The MUI-1 district permits Mobile Food Sites similar to the MUI-2 district but continues to permit light industrial and flexible industrial uses that are more consistent with the Stephenson Highway industrial corridor and the Industrial future land use classification. Please refer to the full Permitted Use Table attached to this memorandum.

The subject property is located mid-block along the primarily industrial Stephenson Highway corridor. Stephenson Highway transitions to more a regional commercial character approximately a quarter mile to the north as it approaches 14 Mile Road. The east side of Stephenson between Whitcomb Ave. and 14 Mile Rd. contains several MUI-2-zoned parcels, improved with hotel uses, as well as B-3, Regional Business zoned parcels at the intersection of 14 and Stephenson. The proposed MUI-1 district is better aligned with the existing and proposed restaurant use than the existing M-1 district.

As an alternative to rezoning, the City Council may consider a text amendment to permit Mobile Food Sites as an accessory use in the M-1, Light Industrial zoning district.

If the rezoning request is approved, any major redevelopment on the subject parcel will be subject to site plan approval through the Technical Review Committee and, if necessary, Special Land Use approval through the Planning Commission and City Council. Further, the proposed Mobile Food Site would be subject to administrative approval through the Community and Economic Development Department.

Next Step

Based on the aforementioned findings and recommendation of approval from the Planning Commission, staff recommends that the City Council approve and adopt Ordinance #2201 (PRZN 24-01) upon second reading.

Attachments

- *Rezoning Application PRZN 24-01*
- *Compiled Maps*
- *Section 15.07 – Zoning Ordinance Amendments (Map and Text)*
- *Section 3.06 – Permitted Use Table*
- *Section 3.17 – M-1 Light Industrial District*
- *Section 3.20 – MUI-1 Mixed Use Innovation District 1*
- *Section 3.21 – MUI-2 Mixed Use Innovation District 2*
- *Public Hearing Notice*

ORDINANCE NO. 2201

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2198, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW ZONING ORDINANCE FOR THE CITY OF MADISON HEIGHTS, BY AMENDING THE ZONING MAP CONTAINED WITHIN APPENDIX A.

THE CITY OF MADISON HEIGHTS ORDAINS:

SECTION 1. That the Zoning Map in connection with the Zoning Ordinance of the City of Madison Heights shall be amended so that the zoning on the following described property, to-wit:

T1N, R11E, SEC 2, MALLYS INDUSTRIAL SUB NO 2, LOT 66

PIN 44-25-02-101-036. 32275 STEPHENSON HIGHWAY

Shall be changed from M-1, LIGHT INDUSTRIAL, to MUI-1, MIXED-USE INNOVATION 1.

SECTION 2. 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. This ordinance shall take effect ten (10) days after its adoption and upon publication.

Roslyn Grafstein
Mayor

Cheryl E. Rottmann
City Clerk

CERTIFICATION:

I, Cheryl Rottmann, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Madison Heights City Council at their Regular Meeting held on _____, 2024.

Cheryl E. Rottmann
City Clerk

FIRST READING: November 25th, 2024

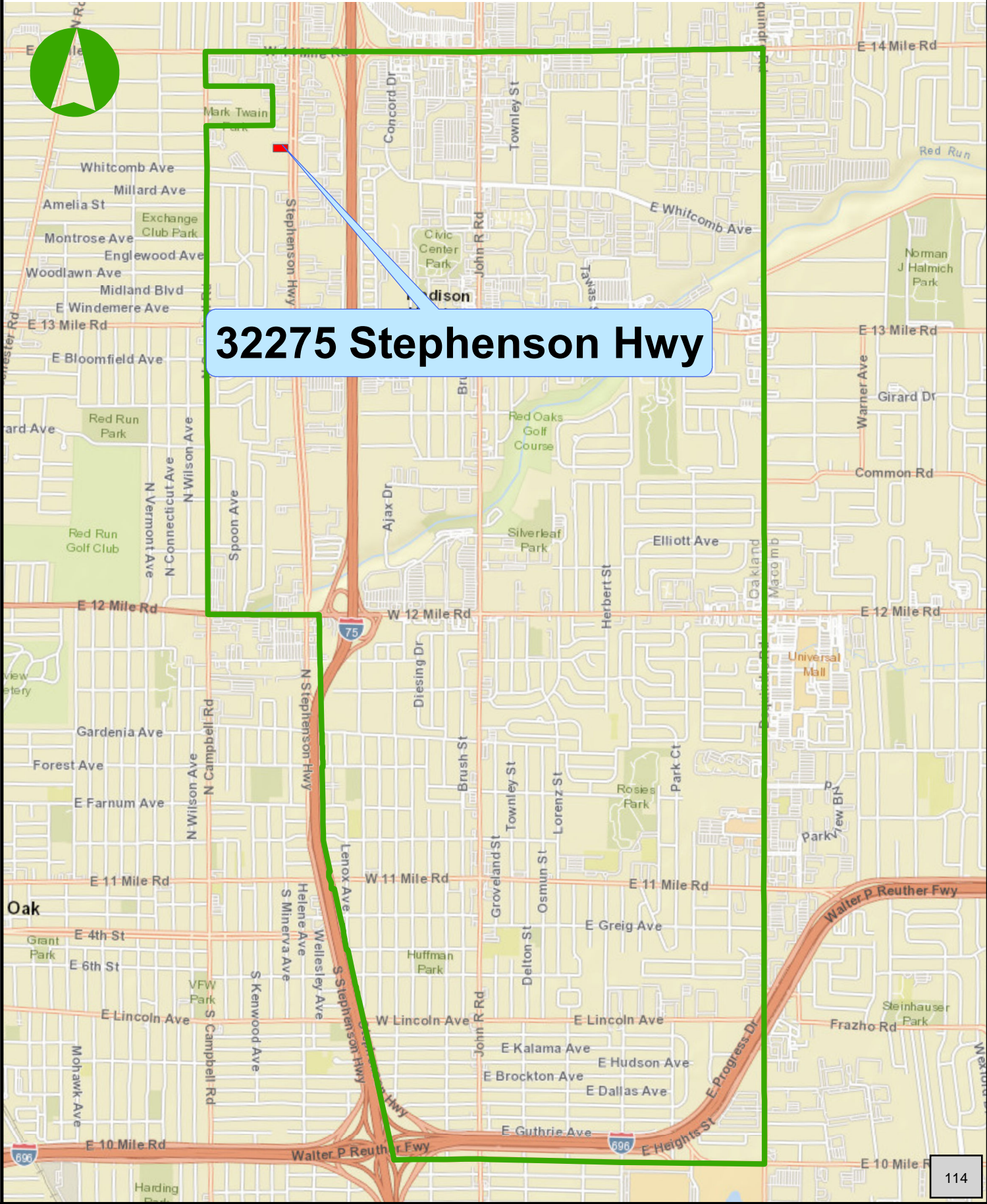
SECOND READING: December 9th, 2024

ADOPTED: December 9th, 2024

PUBLISHED:

EFFECTIVE:

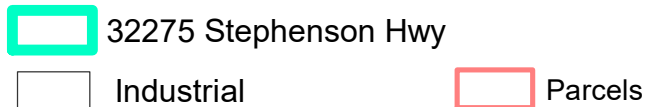
PRZN 24-01: 32275 Stephenson Hwy



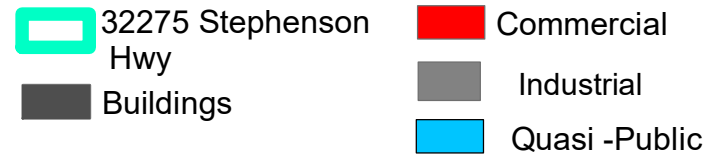
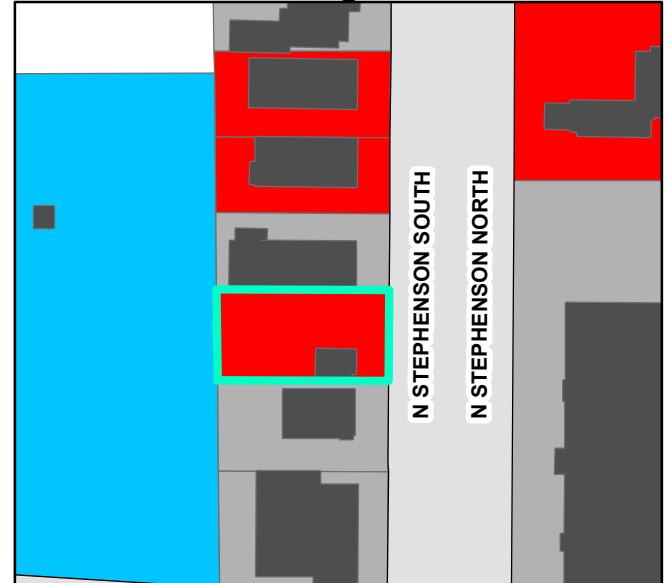
Site Address: 32275 Stephenson Hwy



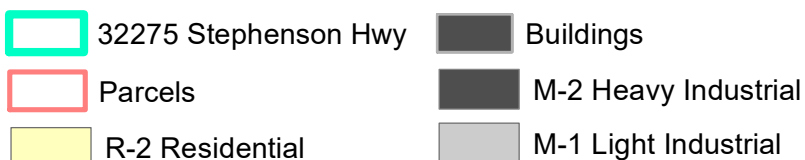
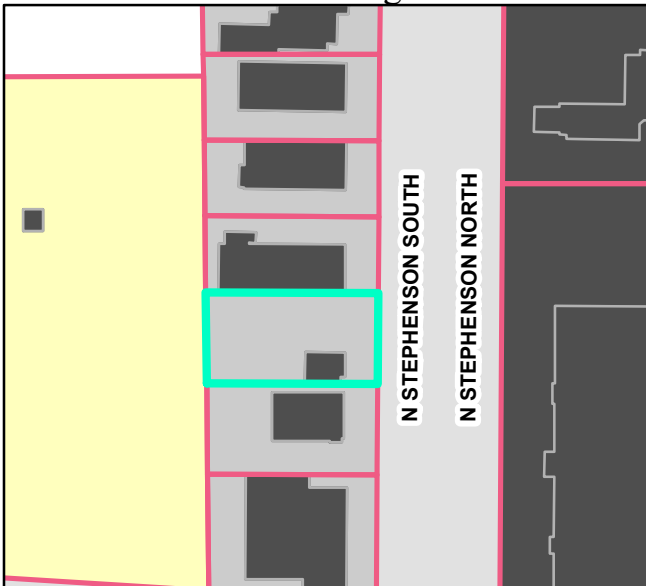
Aerial



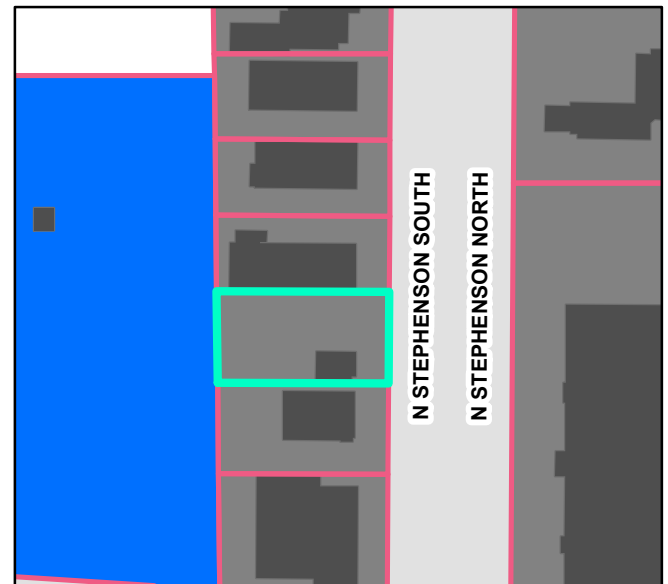
Existing Land Use



Zoning

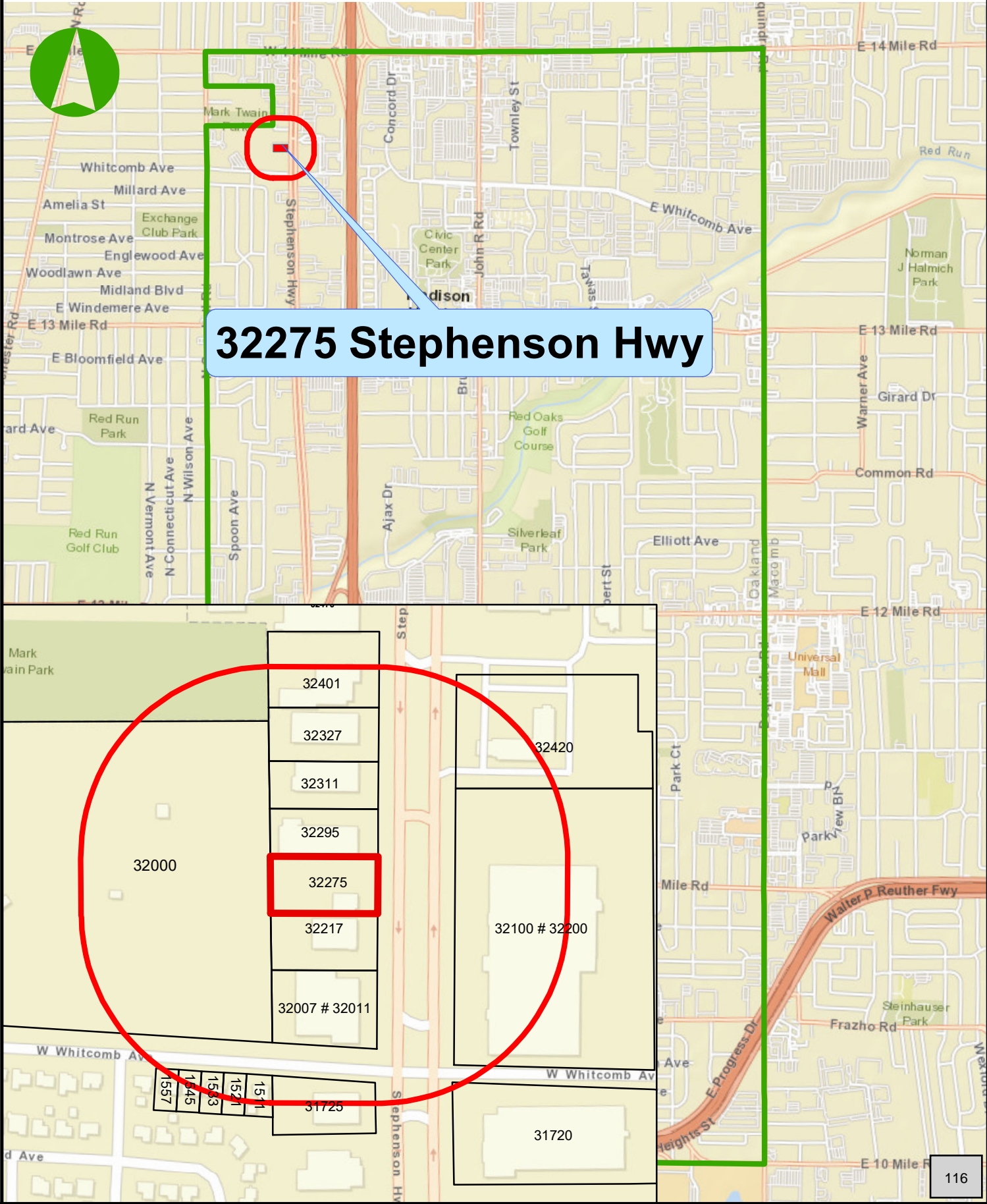


Future Land Use



PRZN 24-01: 32275 Stephenson Hwy

Buffer: 500 FT



Section 3.06 Permitted Use Table

Uses not listed in a particular Zoning District but permitted elsewhere in the Zoning Ordinance shall be considered prohibited in that Zoning District. However, the Planning and Zoning Administrator or their designee may determine that a use which is not specifically mentioned in this Ordinance is comparable to a permitted or prohibited use in any district, either by right or as a Special Land Use. The Planning and Zoning Administrator may refer a use interpretation to the Zoning Board of Appeals.

The City Center Zoning District is regulated in [City Center District, Section 6.02](#)

Key:

P = Principal Uses Permitted By-Right

S = Uses Permitted on Special Land Use Approval

A = Permitted as an Accessory Use

P/S = May be Permitted By-Right or as a Special Land Use. Refer to use-specific standards

A+S = Permitted as an Accessory Use upon Special Land Use Approval

[blank] = Not Permitted

* = Refer to City Center, [Section 6.02](#), for additional use matrix based on building type.

† = Only permitted in Primary Caregiver Marihuana Grow Overlay District, [Section 5.01](#)

| Land Use | R-1 | R-2 | R-3 | R-MN | R-MF | O-1 | B-1 | B-2 | B-3 | CC* | MUI-1 | MUI-2 | M-1 | M-2 | H-M | N-P | Use Standards (Section No.) |
|--|-----|-----|-----|------|------|-----|-----|-----|-----|------|-------|-------|-----|-----|-----|-----|--------------------------------|
| Residential Uses | | | | | | | | | | | | | | | | | |
| Accessory Dwelling Unit | A | A | A | A | A | | | | | | | | | | | | 7.03(1) |
| Detached One-Family Dwelling | P | P | P | P | P | | | | | | | | | | | S | 7.03(10) |
| Townhomes, Attached One-Family Dwellings | | | | P | P | | | | | | P | P | | | | | 7.03(45) |
| Duplexes | | | | P | P | | | | | | | | | | | | 7.03(12) |
| Multiplexes | | | | P | P | | | | | | | | | | | | 7.03(29) |
| Multi-Family Dwellings | | | | | P | | | | | P* | | P | | | | | 7.03(30) |
| Residential/Commercial Mixed-Use | | | | | | | P | P | P | P* | P | P | | | | | 7.02(2) |
| Live/Work | | | | S | S | | P | | | | P | P | | | | | 7.03(23) |
| Manufactured Homes | | | | | | | | | | | | | | | P | | 3.12 |
| Senior Housing, Assisted | | | | | S | S | | | | | | S | | | | | 7.03(41) |
| Senior Housing, Independent | | | | | P | | | | | P* | | P | | | | | 7.03(42) |
| Child Family Day Care Homes | P | P | P | P | P | | | | | | P | P | | | | P | 7.03(7) |
| Child Group Day Care Homes | S | S | S | S | S | | | | | | S | S | | | | S | 7.03(7) |
| Foster Care Family Homes | P | P | P | P | P | | | | | | P | P | | | | P | 7.03(14) |
| Foster Care Group Homes | S | S | S | S | S | | | | | | S | S | | | | S | 7.03(14) |
| Commercial Uses | | | | | | | | | | | | | | | | | |
| Artist Studio | | | | | | P | P | P | P | P* | P | P | P | P | | | |
| Auto Repair and Service (Minor) | | | | | | | | S | P | | S | | S | S | | | 7.03(2) |
| Auto Repair and Service (Major) | | | | | | | | S | S | | S | | S | S | | | 7.03(2) |
| Auto Sales (New and Used) and Rental | | | | | | | | S | S | | S | S | P/S | P/S | | | 7.03(3) |
| Auto Wash | | | | | | | | | S | | | | | | | | 7.03(4) |
| Banquet/Assembly/Meeting Halls (less than 75 persons) | | | | | | S | S | P | P | P/S* | P | P | P | P | | | 7.03(5) |
| Banquet/Assembly/Meeting Halls (greater than 75 persons) | | | | | | | | P | P | P/S* | S | P | | | | | 7.03(5) |
| Bars and Taprooms | | | | | | | S | P | P | P/S* | P | P | P | P | | | |
| Business or Trade Schools | | | | | | P | S | P | P | P* | S | P | P | P | | | |

| Land Use | R-1 | R-2 | R-3 | R-MN | R-MF | O-1 | B-1 | B-2 | B-3 | CC* | MUI-1 | MUI-2 | M-1 | M-2 | H-M | N-P | Use Standards (Section No.) |
|---|-----|-----|-----|------|------|-----|-----|-----|-----|------|-------|-------|-----|-----|-----|-----|--------------------------------|
| Child/Adult Day Care Center and Preschools | S | S | S | S | S | P | P | P | P | P* | S | P | | | | | 7.03(6) |
| Commercial Kennels and Boarding Facilities | | | | | | | | S | S | | | S | S | S | | | 7.03(8) |
| Drive-Through Facilities | | | | | | A+S | A+S | A | A | | A+S | A | | | | | 7.03(11) |
| Financial Institutions | | | | | | P | P | P | P | P* | P | P | P | P | | | |
| Firearm Retail Sales | | | | | | | | P | P | | | | A | A | | | 7.03(13) |
| Funeral Homes | | | | | | S | | S | S | | | S | | | | | 7.03(15) |
| Gasoline/Recharging Stations | | | | | | | | S | S | | | | | | | | 7.03(16) |
| General Retail, Small to Mid-Format (up to 30,000 sq. ft.) | | | | | | | P | P | P | P* | P | P | | | | | |
| General Retail, Large Format (>30,000 sq. ft.) | | | | | | | | P | P | | S | S | | | | | |
| Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.) | | | | | | | P | P | P | P/S* | P | P | S | S | | | 7.03(17) |
| Home Improvement Centers and Garden Centers, Large Format (>30,000 sq. ft.) | | | | | | | | P | P | | S | S | S | S | | | 7.03(17) |
| Hotels and Lodging Facilities | | | | | | | | S | P | P/S* | S | P | | | | | 7.03(20) |
| Incubator Kitchen or Catering Facility | | | | | | S | P | P | P | P* | P | P | P | P | | | |
| Indoor Recreational Business | | | | | | | P/S | P | P | P/S* | P/S | P/S | P | P | | | 7.03(21) |
| Indoor Shooting Range | | | | | | | | | S | | | | S | S | | | 7.03(22) |
| Medical Office | | | | | | P | P | P | P | P* | P | P | | | | | |
| Microbreweries, Wineries and Distilleries | | | | | | | S | P | P | P* | P | P | P | P | | | |
| Mobile Food Court (Principal Use) | | | | | | | | | | S* | S | S | | | | | 7.03(27) |
| Mobile Food Site (Accessory Use) | | | | | | | | | | A* | A | A | | | | | 7.03(28) |
| Outdoor Dining and Seating | | | | | | A | A | A | A | A* | A | A | A | A | | | 7.03(31) |
| Outdoor Recreational Business | | | | | | | | S | S | | | S | | | | | 7.03(32) |
| Outdoor Sales and Display | | | | | | A+S | A+S | A | A | A* | A | A | A | A | | | 7.03(33) |

| Land Use | R-1 | R-2 | R-3 | R-MN | R-MF | O-1 | B-1 | B-2 | B-3 | CC* | MUI-1 | MUI-2 | M-1 | M-2 | H-M | N-P | Use Standards (Section No.) |
|---|-----|-----|-----|------|------|-----|-----|-----|-----|-----|-------|-------|-----|-----|-----|-----|--------------------------------|
| Personal Service Establishments | | | | | | P | P | P | P | P* | P | P | | | | | |
| Pharmacy | | | | | | P | P | P | P | P* | P | P | | | | | |
| Professional Office | | | | | | P | P | P | P | P* | P | P | P | P | | | |
| Restaurant | | | | | | P | P | P | P | P* | P | P | P | P | | | |
| Self-Storage Facility | | | | | | | | | S | | | | S | S | | | <u>7.03(40)</u> |
| Tutoring and Instructional Services | | | | | | P | P | P | P | P* | P | P | | | | | |
| Tobacco/Smoke Shop or Smoke Lounge | | | | | | | | P | P | S* | S | P | | | | | <u>7.03(44)</u> |
| Theater | | | | | | | S | P | P | P* | P | P | | | | | |
| Veterinary Clinic or Animal Grooming | | | | | | S | S | P | P | P* | P | P | | | | | <u>7.03(46)</u> |
| Industrial Uses | | | | | | | | | | | | | | | | | |
| Artisan Manufacturing/Makerspace | | | | | | | | | | P* | P | P | P | P | | | |
| Contractor's Office | | | | | | P | P | P | P | P* | P | P | P | P | | | <u>7.03(9)</u> |
| Light Industrial, Assembly, Repair and Manufacturing | | | | | | | | | | | P | | P | P | | | |
| Heavy Industrial, Assembly, Repair and Manufacturing | | | | | | | | | | | | | | P | | | |
| Lumber Yard | | | | | | | | | | | | | S | S | | | <u>7.03(17)</u> |
| Fleet Vehicle and Trucking Storage Yard. Commercial Storage of Boats, Trailers, Recreational Vehicles, or other Operable Vehicles or Equipment. | | | | | | | | | | | | | S | S | | | |
| Research, Development and Testing Facilities | | | | | | | | | | S* | P | | P | P | | | |
| General Warehouse and Distribution | | | | | | | | | | | P | | P | P | | | |
| Wholesale Sales/Retail | | | | | | | | | P | | S | S | S | S | | | |
| Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution | | | | | | | | P | P | S* | S | P | P | P | | | |
| Incubator Workspaces | | | | | | | | P | P | P* | P | P | P | P | | | |
| Yard Waste Transfer and Composting Facilities | | | | | | | | | | | | | | S | | | |
| Junk, Tow, or Salvage Yard | | | | | | | | | | | | | | S | | | |

| Land Use | R-1 | R-2 | R-3 | R-MN | R-MF | O-1 | B-1 | B-2 | B-3 | CC* | MUI-1 | MUI-2 | M-1 | M-2 | H-M | N-P | Use Standards (Section No.) |
|---|---|-----|-----|------|------|-----|-----|-----|-----|------|----------------|----------------|----------------|----------------|-----|-----|--------------------------------|
| Recycling Drop Off Centers | | | | | | | | | | | | | S | S | | | |
| Recycling Transfer and Processing Facilities | | | | | | | | | | | | | | S | | | |
| Public & Quasi-Public Uses | | | | | | | | | | | | | | | | | |
| Hospital | | | | | | S | | S | S | | | | | | | | 7.03(19) |
| Public Library, Museum, Art Center, Community Center | S | S | S | S | S | P | P | P | P | P* | P | P | P | P | S | S | |
| Government Office Building/Courthouse/Public Police and Fire Services | P | P | P | P | P | P | P | P | P | P* | P | P | P | P | P | P | |
| Post Office | | | | | P | P | P | P | P | P* | P | P | P | P | | | |
| Religious Institutions, Private Clubs, and Lodges (less than 75 persons) | S | S | S | S | S | S | S | P | P | P* | P | P | P | P | | | 7.03(39) |
| Religious Institutions, Private Clubs, and Lodges (greater than 75 persons) | S | S | S | S | S | | | P | P | S* | S | P | | | | | 7.03(39) |
| K-12 Schools, Public or Private | S | S | S | S | S | P | S | S | S | S* | S | S | | | | | |
| Institutions of Higher Learning | | | | | | P | S | P | P | S* | P | P | | | | | |
| Public Parks | P | P | P | P | P | P | P | P | P | P* | P | P | P | P | P | P | |
| Cemetery | S | S | | | | | | | | | | | | | | | |
| Essential Public Utility Services | P | P | P | P | P | P | P | P | P | P* | P | P | P | P | P | P | |
| Other Uses | | | | | | | | | | | | | | | | | |
| Accessory Buildings, Structures and Uses | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | 8.03 |
| Temporary Buildings/Uses | P | P | P | P | P | P | P | P | P | P* | P | P | P | P | P | P | 7.03(43) |
| Home Occupation, Minor | A | A | A | A | A | | | | | A* | A | A | | | A | A | 7.03(18) |
| Home Occupation, Major | A+S | A+S | A+S | A+S | A+S | | | | | A+S* | A+S | A+S | | | A+S | A+S | 7.03(18) |
| Parking as a Principal Use | S | S | S | S | S | S | S | S | S | S* | S | S | S | S | S | | 7.03(34) |
| Regulated Uses | | | | | | | | S | S | | | | | | | | 7.03(38) |
| Wireless Communication Facilities | Refer to Section 7.03(47) | | | | | | | | | | | | | | | | |
| Medical Marihuana Caregiver | | | | | | | | | | | P ⁺ | P ⁺ | P ⁺ | P ⁺ | | | 7.03(24) |
| Medical Marihuana and Adult Use Marihuana Safety Compliance Facility | | | | | | P | | | | | P | P | P | P | | | 7.03(25) |

| Land Use | R-1 | R-2 | R-3 | R-MN | R-MF | O-1 | B-1 | B-2 | B-3 | CC* | MUI-1 | MUI-2 | M-1 | M-2 | H-M | N-P | Use Standards (Section No.) |
|--|---|-----|-----|------|------|-----|-----|-----|-----|-----|-------|-------|-----|-----|-----|-----|--------------------------------|
| Medical Marihuana and Adult Use Marihuana Facilities | Refer to Section 7.03(26) | | | | | | | | | | | | | | | | |

Section 3.20 MUI-1 Mixed Use Innovation

PREAMBLE

The Mixed-Use Innovation-1 (MUI-1) District is established to promote the reuse of older, character giving structures that may no longer be suitable for their original purposes. The MUI-1 district is intended to provide for an eclectic mix of uses reflective of long-established development patterns at a pedestrian scale, including the adaptive reuse of existing, smaller industrial spaces into new commercial, residential, artisan industrial, and mixed-use projects. The MUI-1 district supports a variety of residential, commercial, and light industrial uses that are compatible with surrounding neighborhoods, and accounts for the appropriate mitigation of other potential adverse impacts on adjacent residential uses.

| PERMITTED USES | SPECIAL LAND USES | ACCESSORY USES |
|---|--|--|
| <ul style="list-style-type: none"> Artisan Manufacturing/Makerspace Artist Studio Banquet/Assembly/Meeting Halls (less than 75 persons 7.03(5)) Bars and Taprooms Child Family Day Care Homes 7.03(7) Contractor's Office 7.03(9) Essential Public Utility Services Financial Institutions Foster Care Family Homes 7.03(14) General Retail, Small to Mid-Format (up to 30,000 sq. ft.) General Warehouse and Distribution Government Office Building/Courthouse/Public Police and Fire Services Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.) 7.03(17) Incubator Kitchen or Catering Facility Incubator Workspaces Indoor Recreational Business 7.03(21) Institutions of Higher Learning Light Industrial, Assembly, Repair and Manufacturing Live/Work 7.03(23) Medical Marihuana Caregivers (Primary Caregiver Marihuana Grow Overlay District only) 7.03(24) Medical Marihuana and Adult Use Marihuana Safety Compliance Facility 7.03(25) Medical Office Microbreweries, Wineries and Distilleries Personal Service Establishments Pharmacy Post Office Professional Office Public Library, Museum, Art Center, Community Center Public Parks | <ul style="list-style-type: none"> Auto Repair and Service (Major) 7.03(2) Auto Repair and Service (Minor) 7.03(2) Auto Sales (New and Used) and Rental 7.03(3) Banquet/Assembly/Meeting Halls (greater than 75 persons) 7.03(5) Business or Trade Schools Child Group Day Care Homes 7.03(7) Child/Adult Day Care Center and Preschools 7.03(6) Drive-Through Facilities 7.03(11) Foster Care Group Homes 7.03(14) General Retail, Large-Format (>30,000 sq. ft.) Home Improvement Centers and Garden Centers, Large Format (> 30,000 sq. ft.) 7.03(17) Home Occupation, Major 7.03(18) Hotels and Lodging Facilities 7.03(20) Indoor Recreational Business 7.03(21) Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution K-12 Schools, Public or Private Mobile Food Court (Principal Use) 7.03(27) Parking as a Principal Use 7.03(34) Religious Institutions, Private Clubs, and Lodges (greater than 75 persons) 7.03(39) Tobacco/Smoke Shop or Smoke Lounge 7.03(44) Wholesale Sales/Retail | <ul style="list-style-type: none"> Accessory Buildings, Structures and Uses Section 8.03 Drive-Through Facilities 7.03(11) Home Occupation, Major 7.03(18) Home Occupation, Minor 7.03(18) Mobile Food Site (Accessory Use) 7.03(28) Outdoor Dining and Seating 7.03(31) Outdoor Sales and Display 7.03(33) |

| | | |
|--|--|--|
| <ul style="list-style-type: none"> Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39) Research, Development and Testing Facilities Residential/Commercial Mixed-Use 7.02(2) Restaurant Temporary Buildings and Uses 7.03(43) Theater Townhomes, Attached One-Family Dwellings 7.03(45) Tutoring and Instructional Services Veterinary Clinic or Animal Grooming 7.03(46) | | |
|--|--|--|

The above list is a summary of Principal Permitted Uses, Special Land Uses, and Accessory Uses in the district. Uses provided with a section reference indicates uses that have specific use standards. Refer to [Article 2](#) for definitions of uses.

DIMENSION REGULATIONS

| Lot Standards | | Minimum Setbacks | |
|--------------------------------|--------|----------------------|--|
| Min. Lot Area | — | Front Yard | Minimum: 0 ft. Maximum: 10 ft. |
| Min. Lot Width | — | Side Yard (interior) | 0 ft (where sharing party wall); 5 ft. otherwise |
| Max. Lot Coverage | — | Side Yard (street) | Minimum: 5 ft. |
| Max. Building Height (ft.) | 45 ft. | Rear Yard | 5 ft. (alley-loaded); 15 ft. otherwise |
| Max. Building Height (stories) | 4 | | |

1. **Footnotes to Dimensional Regulations.** The following supplemental standards apply to the MUI-2 dimensional regulations:
 - A. Any portion of a building within twenty (20) feet of a residentially-zoned property shall not exceed twenty-five (25) feet in height. Each additional story above twenty-five (25) feet (up to fifteen (15) feet in height per story) shall be further stepped back a distance of ten (10) feet from this setback line.
 - B. Townhome structures are further subject to the dimensional standards of [Section 7.03\(45\)](#). Where the dimensional/design standards of the MUI-1 district and the use-specific standards for townhomes conflict, the use-specific standards for townhomes shall take precedence.
 - C. Rear yard setbacks may be reduced to 10 feet where alley loaded, or adjacent to E. Heights Street or the I-696 service drive, with the exception of footnote A above.
2. **Design Standards.** The following design standards apply to buildings and sites within the MUI-1 districts.
 - A. **Façade Design.**
 - (1) Large expanses of highly reflective wall surface material, including mirrored glass on exterior walls, are prohibited.
 - (2) Buildings with façades over 150 feet in length must incorporate wall projections or recesses, or changes in wall plane a minimum of 4 inches in depth a maximum of every 25 linear feet.
 - (3) The ground floor of the front façade must maintain a minimum transparency of 30%, measured between 2 and 10 feet in height from grade.
 - (4) Portions of the front façade at second floor or higher must maintain a minimum transparency of 15% of the wall area on each story.

(5) Only the following principal exterior wall building materials shall be permitted:

- (a) Rock face block, natural finish.
- (b) Solid brick or brick veneer.
- (c) Portland Cement Stucco, natural finish.
- (d) Decorative metal siding (up to 20% of total wall area)
- (e) Finished Concrete (up to 20% of total wall area).
- (f) Steel or painted wood windows and storefronts.
- (g) Cedar lap siding and shingles, painted or stained.
- (h) Painted wood trim.
- (i) Limestone and terra cotta for decorative elements and trim
- (j) Other principal materials which, at the determination of the Planning and Zoning Administrator, are compatible and consistent with the aforementioned materials in both appearance and quality.

B. Roof Design (flat roofs).

- (1) Green roof, blue roof, and white roof designs are encouraged.
- (2) Reflective roof surfaces that produce glare are prohibited, except for solar panels or white roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.

C. Entrance Design.

- (1) Public entrances and primary building elevations must be oriented toward public streets or private streets. Main entrances to the building must be well defined.

D. Site Design. Parking areas shall be placed in the interior side yard or rear yard, per Section 10.01.

Section 3.21 MUI-2 Mixed Use Innovation District

PREAMBLE

The Mixed-Use Innovation-2 (MUI-2) District is established to promote the redevelopment of moderate to larger-scale regional commercial centers into walkable, compact developments featuring a cohesive mix of commercial, residential, and recreational land uses. MUI-2 development standards are intended to allow for the creation of integrated mixed-use, walkable districts, which prioritize pedestrian connectivity over vehicle circulation and parking. The MUI-2 district is also intended as an alternative format for larger-scale commercial uses than that of the Business (B) zoning districts.

| PERMITTED USES | SPECIAL LAND USES | ACCESSORY USES |
|--|---|--|
| <ul style="list-style-type: none"> Artisan Manufacturing/Makerspace Artist Studio Banquet/Assembly/Meeting Halls (greater than 75 persons) 7.03(5) Banquet/Assembly/Meeting Halls (less than 75 persons) 7.03(5) Bars and Taprooms Business or Trade Schools Child Family Day Care Homes 7.03(7) Child/Adult Day Care Center and Preschools 7.03(6) Contractor's Office 7.03(9) Essential Public Utility Services Financial Institutions Foster Care Family Homes 7.03(14) General Retail, Small to Mid-Format (up to 30,000 sq. ft.) Government Office Building/Courthouse/Public Police and Fire Services Home Improvement Centers and Garden Centers, Small to Mid-Format (up to 30,000 sq. ft.) 7.03(17) Hotels and Lodging Facilities 7.03(20) Incubator Kitchen or Catering Facility Incubator Workspaces Indoor Recreational Business 7.03(21) Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution Institutions of Higher Learning Live/Work 7.03(23) Marihuana Safety Compliance Facility 7.03(25) Medical Marihuana Caregivers (Primary Caregiver Marihuana Grow Overlay District only) 7.03(24) Medical Office Microbreweries, Wineries and Distilleries Multi-Family Dwellings 7.03(30) Personal Service Establishments Pharmacy Post Office | <ul style="list-style-type: none"> Auto Sales (New and Used) and Rental 7.03(3) Child Group Day Care Homes 7.03(7) Commercial Kennels and Boarding Facilities 7.03(8) Foster Care Group Homes 7.03(14) Funeral Homes 7.03(15) General Retail, Large-Format (>30,000 sq. ft.) Home Improvement Centers and Garden Centers, Large Format (> 30,000 sq. ft.) 7.03(17) Home Occupation, Major 7.03(18) K-12 Schools, Public or Private Mobile Food Court (Principal Use) 7.03(27) Outdoor Recreational Business 7.03(32) Parking as a Principal Use 7.03(34) Senior Housing, Assisted 7.03(41) Wholesale Sales/Retail | <ul style="list-style-type: none"> Accessory Buildings, Structures and Uses Section 8.03 Drive-Through Facilities 7.03(11) Home Occupation, Major 7.03(18) Home Occupation, Minor 7.03(18) Mobile Food Site (Accessory Use) 7.03(28) Outdoor Dining and Seating 7.03(31) Outdoor Sales and Display 7.03(33) |

| | | |
|--|--|--|
| <ul style="list-style-type: none"> Professional Office Public Library, Museum, Art Center, Community Center Public Parks Religious Institutions, Private Clubs, and Lodges (greater than 75 persons) 7.03(39) Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39) Residential/Commercial Mixed-Use 7.02(2) Restaurant Senior Housing, Independent 7.03(42) Temporary Buildings and Uses 7.03(43) Theater Tobacco/Smoke Shop or Smoke Lounge 7.03(44) Townhomes, Attached One-Family Dwellings 7.03(45) Tutoring and Instructional Services Veterinary Clinic or Animal Grooming 7.03(46) | | |
|--|--|--|

The above list is a summary of Principal Permitted Uses, Special Land Uses, and Accessory Uses in the district. Uses provided with a section reference indicates uses that have specific use standards. Refer to [Article 2](#) for definitions of uses.

| DIMENSION REGULATIONS | | | |
|--------------------------------|---------|----------------------|--|
| Lot Standards | | Minimum Setbacks | |
| Min. Lot Area | — | Front Yard | Minimum: 10 ft. Maximum (arterial/collector streets only): 25 ft. |
| Min. Lot Width | — | Side Yard (interior) | 0 ft (where sharing party wall); 5 ft. otherwise |
| Max. Lot Coverage | — | Side Yard (street) | 5 ft. |
| Max. Building Height (ft.) | 100 ft. | Rear Yard | 15 ft. |
| Max. Building Height (stories) | 10 | | |

1. **Footnotes to Dimensional Regulations.** The following supplemental standards apply to the MUI-2 dimensional regulations:

- A. Front setbacks of buildings shall be measured from an existing or new street right-of-way line (or to a line established 10' from existing service drive pavement edge).
- B. Any portion of a building within twenty (20) feet of a residentially-zoned property shall not exceed twenty-five (25) feet in height. Each additional story up to fifteen (15) feet in height shall be further stepped back a distance of ten (10) feet from this setback line.
- C. Townhome structures are further subject to the dimensional standards of [Section 7.03\(45\)](#). Where the dimensional/design standards of the MUI-2 district and the use-specific standards for townhomes conflict, the use-specific standards for townhomes shall take precedence.

2. **Design Standards.** The following design standards apply to buildings and sites within the MUI-2 districts.

A. **Façade Design.**

- (1) Large expanses of highly reflective wall surface material, including mirrored glass on exterior walls, are prohibited.
- (2) Buildings with façades over 150 feet in length must incorporate wall projections or recesses, or changes in wall plane a minimum of 4 inches in depth a maximum of every 25 linear feet.
- (3) The ground floor of the front façade must maintain a minimum transparency of 30%, measured between 2 and 10 feet in height from grade.
- (4) Portions of the front façade at second floor or higher must maintain a minimum transparency of 15% of the wall area on each story.
- (5) Only the following principal exterior wall building materials shall be permitted:
 - (a) Rock face block, natural finish.
 - (b) Solid brick or brick veneer
 - (c) Portland Cement Stucco, natural finish
 - (d) Decorative metal siding (maximum 20% of total wall area)
 - (e) Finished Concrete (maximum 20% of total wall area).
 - (f) Steel or painted wood windows and storefronts.
 - (g) Cedar lap siding and shingles, painted or stained.
 - (h) Painted wood trim.
 - (i) Limestone and terra cotta.
 - (j) Other principal materials which, at the determination of the Planning and Zoning Administrator, are compatible and consistent with the aforementioned materials in both appearance and quality.

B. **Roof Design (flat roofs).**

- (1) Green roof, blue roof, and white roof designs are encouraged.
- (2) Reflective roof surfaces that produce glare are prohibited, except for solar panels or white roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.

C. **Entrance Design.**

- (1) Public entrances and primary building elevations shall be oriented toward public streets or private streets. Main entrances to the building shall be well defined.

D. **Site Design.** Parking areas shall be placed in the interior side yard or rear yard, per Section 10.01.

3. **New Street Standards.** Where new internal streets are proposed, the following standards shall apply:

- A. Street spacing max 500' o.c.
- B. Allowable Right-Of Way widths: 66' to 100'.
- C. Allowable pavement widths: 17' to 46'.
- D. On-street parallel parking required. (For pavement less than 25' in width, one side parking shall be deemed sufficient).
- E. Street trees shall be planted 40' to 66' o.c. at regular intervals.

- F. Multiple streets must be laid out forming an interconnected network of streets and blocks, block sizes max. 500' in any direction (measured to and from street centerlines).
- G. Sidewalks and curbs are required on both sides of new streets.
- H. New Cul-de-sacs shall be prohibited.
- I. New streets must terminate at other streets or extend to a lot line or development limit to accommodate off-site connections.

Section 3.17 M-1 Light Industrial District

PREAMBLE

The M-1 Light Industrial District is designed so as to primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts.

REQUIRED CONDITIONS

Any use established in the M-1 District shall be operated so as to comply with the performance standards set forth hereinafter in [Article 9](#)

| PERMITTED USES | SPECIAL LAND USES | ACCESSORY USES |
|--|---|---|
| <ul style="list-style-type: none"> • Artisan Manufacturing/Makerspace • Artist Studio • Auto Sales (New and Used) and Rental 7.03(3) • Banquet/Assembly/Meeting Halls (less than 75 persons) 7.03(5) • Bars and Taprooms • Business or Trade Schools • Contractor's Office 7.03(9) • Essential Public Utility Services • Financial Institutions • General Warehouse and Distribution • Government Office Building/Courthouse/Public Police and Fire Services • Incubator Kitchen or Catering Facility • Incubator Workspaces • Indoor Recreational Business 7.03(21) • Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution • Light Industrial, Assembly, Repair and Manufacturing • Medical Marihuana and Adult Use Marihuana Safety Compliance Facility 7.03(25) • Medical Marihuana Caregivers (Primary Caregiver Marihuana Grow Overlay District only) 7.03(24) • Microbreweries, Wineries and Distilleries • Post Office • Professional Office • Public Library, Museum, Art Center, Community Center • Public Parks • Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39) • Research, Development and Testing Facilities • Restaurant • Temporary Buildings and Uses 7.03(43) | <ul style="list-style-type: none"> • Auto Repair and Service (Major) 7.03(2) • Auto Repair and Service (Minor) 7.03(2) • Auto Sales (New and Used) and Rental 7.03(3) • Commercial Kennels and Boarding Facilities 7.03(8) • Fleet Vehicle and Trucking Storage Yard. Commercial Storage of Boats, Trailers, Recreational Vehicles, or other Operable Vehicles or Equipment. • Home Improvement Centers and Garden Centers, Small and Mid-Format (up to 30,000 sq. ft.) and Large-Format (>30,000 sq. ft.) 7.03(17) • Indoor Shooting Range 7.03(22) • Lumber Yard 7.03(17) • Parking as a Principal Use 7.03(34) • Recycling Drop Off Centers • Self-Storage Facility 7.03(40) • Wholesale Sales/Retail | <ul style="list-style-type: none"> • Accessory Buildings, Structures and Uses Section 8.03 • Firearm Retail Sales 7.03(13) • Outdoor Dining and Seating 7.03(31) • Outdoor Sales and Display 7.03(33) |

The above list is a summary of Principal Permitted Uses, Special Land Uses, and Accessory Uses in the district. Uses provided with a section reference indicates uses that have specific use standards. Refer to [Article 2](#) for definitions of uses.

| DIMENSION REGULATIONS | | | |
|--|--------|------------------------------|----------------------------|
| Lot Standards | | Minimum Setbacks | |
| Min. Lot Area (sq. ft.) | -- | Front Yard (ft.) | 50 ft. |
| Min. Lot Width (ft.) | -- | Side Yard (one) (ft.) | 20 ft. (A) |
| Max. Lot Coverage | -- | Side Yard (total of 2) (ft.) | 40 ft. (A) |
| Min. Floor Area/Unit | -- | Street Sides (ft.) | 50 ft. |
| Max. Building Height (ft.) | 40 ft. | Rear Yard (ft.) | 25 ft. |
| Max. Building Height (stories) | | | |
| Footnotes: Refer to Section 4.02 wherever a footnote is referenced in parentheses after one of the design regulations. | | | |

- C. That plight of the owner is due to the unique circumstances of the property, such as the shape of the parcel, unique topographic or environmental conditions, or any other physical situation on the land, building or structure deemed by the Zoning Board of Appeals to be extraordinary; and
- D. That the requested variance is the minimum amount necessary to permit reasonable use of the land, building or structure; and
- E. That the authorization of such variance will not be of substantial detriment to adjacent properties and will not materially impair the intent and purpose of this Ordinance or the public health, safety, and general welfare of the community; and
- F. That the need for the requested variance is not the result of actions of the property owner or previous property owners (self-created).

In granting any variance, the Zoning Board of Appeals may prescribe appropriate conditions and safeguards in conformity with this Ordinance, provided that said conditions:

- (1) Are designed to protect natural resources, the health, safety, and welfare and social and economic well-being of the public; and
 - (2) Are necessary to meet the intent and purpose of this Ordinance, are related to the standards established in the section for the land use or activity under consideration and are necessary to ensure compliance with those standards.
- 3. **Use Variances Prohibited.** The Zoning Board of Appeals shall not have the authority to grant a use variance to permit a use that is not permitted in a zoning district. However, the Zoning Board of Appeals may consider expansions or alterations of non-conforming uses in accordance with [Section 13.01](#).
- 4. **Approval Period.**
 - A. No order of the Zoning Board of Appeals permitting the erection or alteration of buildings shall be valid for a period longer than one year unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is commenced and proceeds to completion in accordance with the terms of such permit.
 - B. No order of the Zoning Board of Appeals permitting a use of a building or premises shall be valid for a period longer than one year unless such use is established within such period; provided, however, that the use of such permit is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for such use, erection or alteration is obtained within such period and such erections or alterations are commenced and proceed to completion in accordance with the terms of such permit.
- 5. **Appeals of Decisions to Circuit Court.** The decision of the ZBA shall be final. An appeal of a decision of the Zoning Board of Appeals shall be taken to the Oakland County Circuit Court within a time period specified in the Michigan Zoning Enabling Act (P.A. 110 of 2006, as amended) and by such persons permitted by State statute and common law. Upon appeal, the court shall review the record and decision of the ZBA to ensure that the decision complies with the constitution and laws of the state, is based upon proper procedure, is supported by competent, material, and substantial evidence on the record and represents the reasonable exercise of discretion granted by law to the ZBA. As a result of this review required by this Section, the court may affirm or modify the decision of the ZBA.
- 6. **Resubmittal.** No application for a variance which has been denied in whole or in part by the Zoning Board of Appeals shall be re-submitted for a period of three hundred sixty five (365) days from such denial, except on the ground of new evidence or proof of changed conditions found by the Zoning Board of Appeals to be valid.

Section 15.07 Zoning Ordinance Amendments (Map and Text)

The City Council may amend, supplement, or change the regulations or the district boundaries of this Ordinance pursuant to the authority and according to the procedure set forth in Act 110, of the Public Acts of 2006, as amended. Changes in the text or zoning district boundaries of this Ordinance may be proposed by the Planning Commission, Planning and Zoning Administrator, other City Staff, or any interested person or organization.

1. **Application for Amendment.** An application for an amendment to the text of this Ordinance or an amendment to change the zoning classification of a particular property shall be commenced by filing an application with the Community and Economic Development Department on the forms provided by the Department and accompanied by the fees specified. The application shall describe the proposed amendment and shall be signed by the applicant. Applications for rezoning of a specific site shall be accompanied by a plot plan or survey which specifies the boundaries and legal description of the site. The Planning and Zoning Administrator, Planning Commission, and City Council may request additional information with the application.
2. **Amendment Review Procedures.** The amendment, be it a text or a map amendment, and application materials shall be prepared in accordance with the provisions of this Article and shall be reviewed in accordance with the following procedure. Amendments or application materials that do not meet the stipulated requirements shall be considered incomplete and shall not be eligible for consideration by the Planning Commission:
 - A. **Technical Review.** Prior to Planning Commission consideration, the proposed amendment and application materials shall be distributed to the Technical Review Committee for review, comment, and recommendations. The proposed amendment and application materials may also be distributed to applicable outside agencies and designated city consultants for review.
 - B. **Public Hearing.** A public hearing shall be held at a Planning Commission meeting in accordance with [Section 15.01](#)
 - C. **Planning Commission Consideration of the Proposed Amendment.** The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section, and shall report its findings and recommendation to the City Council.
 - D. **City Council Action on the Proposed Amendment.** Upon receipt of the report and recommendation from the Planning Commission, the City Council may approve or deny the proposed amendment. If determined to be necessary, the City Council may refer the amendment back to the Planning Commission for further consideration. City Council may, but is not required to, hold an additional public hearing. In the case of an amendment to the official Zoning Map, the City Council shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.
3. **Standards of Review for Amendments.**
 - A. **Text Amendments.** In considering any petition for an amendment to the text of this Ordinance, the Planning Commission and City Council shall consider the following criteria in making findings, recommendations, and a decision. The Planning Commission and City Council may also take into account other factors or considerations that are applicable to the application but are not listed below.
 - (1) Consistency with the goals, policies and objectives of the Master Plan and any sub-area or corridor plans. If conditions have changed since such plans were adopted, consistent with recent development trends in the area shall be considered.
 - (2) Consistency with the basic intent and purpose of this Zoning Ordinance.
 - (3) Consideration of changing conditions since the Zoning Ordinance was adopted or a finding that there is an error in the Zoning Ordinance that justifies the amendment.
 - B. **Map Amendments.** In considering any petition for an amendment to the Zoning Map, the Planning Commission and City Council shall consider the following criteria in making findings, recommendations, and a decision. The Planning Commission and City Council may also take into account other factors or considerations that are applicable to the application but are not listed below.
 - (1) Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.
 - (2) Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

- (3) Consistency with the goals, policies and objectives of the Master Plan (including the Future Land Use Plan), and any sub-area or corridor plans. If conditions have changed since such plans were adopted, consistent with recent development trends in the area shall be considered.
- (4) The boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.
- (5) The requested zoning district is considered to be more appropriate from the city's perspective than another zoning district.
- (6) If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.
- (7) The requested rezoning will not create an isolated or incompatible zone in the neighborhood.
- (8) The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.
- (9) That the amendment will not be expected to result in exclusionary zoning.

C. **Rezoning with Conditions.** The Planning Commission and City Council recognize that, in certain instances, it would be an advantage to both the City and to a property owner seeking rezoning if the property owner proposes certain conditions and limitations as part of a petition for rezoning. Therefore, it is the intent of this Section to provide a process consistent with the provision of Section 405 of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, being MCL 125.3405, to permit property owners to offer conditions regarding the use and/or development of land as part of the rezoning request. It is the further intent of this ordinance to accomplish, among other things, the objectives of the Zoning Ordinance and the Master Plan to achieve integration of the proposed land development project with the characteristics of the surrounding area.

(1) **Authorization and Eligibility.**

- (a) The standards of this Section shall grant a property owner the option of voluntarily proposing conditions for the development and use of property in connection with the submission of a petition seeking a rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.
- (b) In order to be eligible for consideration of a Rezoning with Conditions, a property owner must propose a rezoning of property to a new zoning district classification, and must, as part of such proposal, voluntarily offer certain site-specific conditions (to be set forth in a Rezoning with Conditions Agreement) that are more strict or limiting than the regulations that would apply to the land under the proposed new zoning district. Such conditions may include, but are not limited to, the following:
 - (i) The location, size, height or other measure for and/or of buildings, structures, improvements, setbacks, landscaping, buffers, design, architecture and other physical features of the proposed development.
 - (ii) Specification of maximum density or intensity of development and/or use, expressed in terms fashioned for the particular development and/or use. For example: units per acre, maximum usable floor area, or hours of operation.
 - (iii) Preservation of open space, natural resources and/or natural features.
 - (iv) Improvements to address traffic issues, including paving, substantial improvements to or funding of improvements to major roads to the benefit of the entire City.
 - (v) Site improvements such as signage, lighting, landscaping, building materials for the exterior of some or all structures above and beyond what would otherwise be required by City Ordinance.
 - (vi) Limitations on permissible uses of the property.
 - (vii) Any other conditions that may be voluntarily proposed by the property owner.

(2) **Application and Review Procedures.**

- (a) Application.

- (i) At the time of making application for amendment of this ordinance seeking a rezoning of property, or at a later time during the process of City consideration of such rezoning a property owner may submit a complete application for approval of a Rezoning with Conditions to apply in conjunction with the rezoning.
 - (ii) The application, which may be amended by the applicant during the process of consideration, shall specify the Rezoning Conditions proposed by the applicant, recognizing that Rezoning Conditions shall not authorize uses or development not permitted in the district proposed by the rezoning.
 - (iii) An application for a Rezoning with Conditions shall include a Rezoning with Conditions Agreement ("the Agreement"). The Agreement shall set forth the rezoning conditions and may incorporate a Rezoning with Conditions Plan.
 - (iv) The application shall include a notarized signature of the property owner indicating that the conditions attached to the rezoning are voluntarily offered.
 - (b) Technical Review Committee Review. The proposed Rezoning with Conditions will become an agenda item for the Technical Review Committee, with comments forwarded to the Planning Commission.
 - (c) Planning Commission Review.
 - (i) The proposed Rezoning with Conditions shall be noticed for public hearing in accordance with Section 15.01 before the Planning Commission as a proposed legislative amendment of the Zoning Ordinance.
 - (ii) Following the public hearing, and further deliberations as deemed appropriate by the Planning Commission, the Planning Commission shall make a recommendation to the City Council on the proposed Rezoning with Conditions.
 - (d) City Council Review. Upon recommendation by the Planning Commission, the City Council shall make a final determination to approve or deny the Rezoning with Conditions as offered by the applicant. The City Council may only consider the conditions offered by the applicant and may not attach any other conditions to the rezoning other than those offered by the applicant. Any new conditions voluntarily offered by the applicant shall require Planning Commission review and a new public hearing. The City Council's deliberations shall include, but not be limited to, a consideration of the review criteria for a Rezoning with Conditions.
- (3) **Review Criteria.** A Rezoning with Conditions shall only be approved if it meets the following requirements and standards:
- (a) The proposed Rezoning with Conditions will further the goals and objectives of the City Master Plan.
 - (b) Rezoning conditions shall not authorize uses or development not permitted in the district proposed by the rezoning (and shall not permit uses or development expressly or implicitly prohibited in the Rezoning with Conditions Agreement).
 - (c) The use of the property in question shall be in complete conformity with all regulations governing development and use within the zoning district to which the property is proposed to be rezoned, including, without limitation, permitted uses, lot area and width, setbacks, height limits, required facilities, buffers, open space areas, and land use density; provided, however, the following shall apply:
 - (i) Development and use of the property shall be subject to the more restrictive requirements shown or specified in the Rezoning with Conditions Agreement, and/or in other conditions and provisions set forth in the Rezoning with Conditions Agreement required as part of the Rezoning with Conditions approval. Such Rezoning with Conditions Agreement shall supersede all inconsistent regulations otherwise applicable under the Zoning Ordinance.
 - (d) The proposed Rezoning with Conditions will result in integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the existing zoning, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a Rezoning with Conditions.
 - (e) As compared to the existing zoning and considering the site-specific conditions and/or land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Conditions. In determining whether approval of a proposed application would be in the public interest, the benefits

which would reasonably be expected to accrue from the proposal shall be balanced against and be found to clearly outweigh the reasonably foreseeable detriments, taking into consideration reasonably accepted planning, engineering, environmental and other principles, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.

- (f) The proposed conditions will not preclude future zoning and planning actions by or on behalf of the municipality.
 - (g) Existing and available public services will be capable of serving proposed or potential development that will occur as a result of the Rezoning with Conditions without negatively impacting the delivery of public services to other properties in the City, or the conditions will ensure that public services will be sufficient to serve both the site and other properties in the City.
 - (h) The offered condition(s) are beneficial to the public good and likely to be enforceable.
 - (i) The condition does not have the same effect as a use variance.
 - (j) The proposed conditions do not relieve the applicant of the responsibility of securing any applicable site plan, plat, condominium, or special land use approvals.
- (4) **Effect of Approval.** Approval of the Rezoning with Conditions and Rezoning with Conditions Agreement confirms only the rezoning of the property, subject to any conditions reflected in the Rezoning with Conditions Agreement. Any applicable site plan, plat, condominium, special land use, or variance approvals shall be required before any improvements to the property may be undertaken.

If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned, accompanied by a reference to "CR Rezoning with Conditions". The Zoning Map shall specify the new zoning district plus a reference to "CR" e.g., the district classification for the property might be "B-1, Neighborhood Business District (CR, Rezoning with Conditions)", with a Zoning Map Designation of "B-1/CR." Use of the property so classified and approved shall comply with the conditions set forth in the Rezoning with Conditions Agreement. No development or use of the land inconsistent with the conditions of the Rezoning with Conditions Agreement shall be permitted.

(5) **Compliance with Conditions.**

- (a) Any person who establishes a development or commences a use upon land that has been rezoned with conditions shall continuously operate and maintain the development or use in compliance with all of the conditions set forth in the Rezoning with Conditions Agreement. Any failure to comply with a condition contained within the Rezoning with Conditions Agreement shall constitute a violation of this Zoning Ordinance and shall be punishable accordingly. Additionally, any such violation shall be deemed a nuisance per se and subject to judicial abatement as provided by law.
- (b) No permit or approval shall be granted under this Ordinance for any use or development that is contrary to an applicable Rezoning with Conditions Agreement.

(6) **Period of Approval.**

- (a) The Rezoning with Conditions and Agreement shall expire after a period of one (1) year from the effective date of the Rezoning unless substantial progress towards obtaining site plan and other required approvals has been made, and shall expire after a period of two (2) years unless development of the property is substantially begun within such two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.
- (b) In the event substantial progress towards obtaining site plan and other required approvals has not commenced within one (1) year and bona fide development has not commenced within two (2) years from the effective date of the rezoning, the Rezoning with Conditions and the Rezoning with Conditions Agreement shall be void and of no effect.
- (c) The property owner may apply for a one (1) year extension two (2) times. The request must be submitted to the Community and Economic Development Department before the approval time limit expires. The property owner must demonstrate why the extension should be granted, and must also demonstrate that there is a strong likelihood that the development or use will commence within the period of extension and proceed diligently thereafter to completion, and if the City Council finds that there has not been a change

in circumstances that would render the Rezoning with Conditions incompatible with adjacent or nearby use and zoning of land or is otherwise inconsistent with sound zoning policy.

- (d) An extension request shall be considered by the City Council following a recommendation by the Planning Commission.
- (e) If the Rezoning with Conditions becomes void in the manner provided in this section, the following procedures shall apply:
 - (i) The property owner may seek a new rezoning of the property within thirty (30) days of the expiration of the period of approval.
 - (ii) If no application is made for a new rezoning of the property, the land shall revert to its former zoning classification as set forth in MCL 124.286i (as amended). The City Council shall direct the Planning Commission to proceed with consideration of rezoning the land to its former zoning designation following the standard rezoning procedures set forth in this Zoning Ordinance.
 - (iii) Until such time as a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued.
- (7) **Rezoning with Conditions Agreement Requirements.** A Rezoning with Conditions Agreement shall be executed between the applicant and the City at the time of City Council approval of a Rezoning with Conditions.
 - (a) Rezoning with Conditions Agreements shall, at a minimum, contain all of the following items:
 - (i) Identification of the requested zoning district and a listing of the conditions offered by the applicant.
 - (ii) A statement acknowledging that the Rezoning with Conditions was proposed by the applicant, and further agreement and acknowledgment that the conditions and Rezoning with Conditions Agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis and represents a permissible exercise of authority by the City.
 - (iii) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the Rezoning with Conditions Agreement.
 - (iv) Agreement and understanding that the approval and Rezoning with Conditions Agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.
 - (v) If the City Council grants an extension of approval, a new Rezoning with Conditions Agreement with the new expiration date shall be recorded.
 - (vi) Agreement and understanding that, if a Rezoning with Conditions becomes void, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.
 - (vii) Agreement and understanding that each of the requirements and conditions in the Rezoning with Conditions Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved Rezoning with Conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
 - (viii) A legal description of the property affected by the Rezoning with Conditions.
 - (ix) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, etc.
 - (x) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the Agreement. A Rezoning with Conditions Plan may be included as an exhibit to the Agreement.
 - (b) The Rezoning with Conditions Plan may show the conceptual layout of the proposed development or use, along with any other information deemed relevant by the applicant. Inclusion of a Rezoning with Conditions Plan as an exhibit to a Rezoning with Conditions Agreement shall not replace the

requirement for preliminary and final site plan, subdivision, condominium, special land use or variance review and approval.

- (8) **Amendment of Rezoning with Conditions Agreement.** Amendment of a Rezoning with Conditions Agreement shall be proposed, reviewed and approved in the same manner as a new Rezoning with Conditions.
 - (9) **Recordation of Rezoning with Conditions Agreement.** A Rezoning with Conditions shall become effective following publication in the manner provided by law, and, after recordation of the Rezoning with Conditions Agreement, whichever is later.
 - (10) **Termination.** The City Council shall be the only body with the authority to terminate a Rezoning with Conditions agreement. The consideration to terminate the agreement shall be for reasons of expiration of the agreement, discovery of false information upon which the initial approval was based, or the existence or discovery of new information that alters the viability of the approved rezoning. The Termination shall comply with any applicable provisions of this ordinance or the Rezoning with Conditions Agreement.
 - (11) **City Right to Rezone.** Nothing in the Rezoning with Conditions Agreement or in the provisions of this Section shall be deemed to prohibit the City from rezoning all or any portion of land that is subject to a Rezoning with Conditions to another zoning classification. Any such rezoning shall be conducted in compliance with this Ordinance and the Michigan Zoning Enabling Act.
 - (12) If land that is subject to a Rezoning with Conditions Agreement is thereafter rezoned to a different zoning classification or to the same zoning classification but with a different or no Rezoning with Conditions Agreement, the Rezoning with Conditions Agreement attached to the former zoning classification shall cease to be in effect.
4. **Notice of Adoption of Amendment.** Following adoption of an amendment by the City Council, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk, which shall identify all map amendments. The required notice of adoption shall include all of the following information:
- A. In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Madison Heights."
 - B. In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).

Section 15.08 Temporary Use Permits

1. **Purpose.** This section sets forth the requirements for the application, review, approval, and enforcement of temporary use permits in the City of Madison Heights. Temporary use permits may be reviewed and acted upon by the Planning and Zoning Administrator, Technical Review Committee, or Planning Commission.
2. **Use-Specific Standards.** Temporary uses are subject to the use-specific standards of [Section 7.03\(43\)](#)
3. **Planning and Zoning Administrator/Technical Review Committee Review.** The Planning and Zoning Administrator may review and approve certain temporary uses addressed in Section 7.03(XXXX). The Planning and Zoning Administrator reserves the right to refer any request for a temporary use permit to the Technical Review Committee or Planning Commission for review and approval.
4. **Planning Commission Review.** The Planning Commission shall review and act upon temporary use permit requests where the applicant seeks approval for a time period longer than otherwise allowed by [Section 7.03\(43\)](#) or for a temporary use not specifically permitted in [Section 7.03\(43\)](#) nor deemed similar by the Planning and Zoning Administrator; provided, that the temporary use complies with all other relevant development and operational standards for the use as provided in this Zoning Ordinance.



Outlook

Detroit 75 <> MUI-1 - Acknowledgment

From ahmad@detroit75.com <ahmad@detroit75.com>

Date Thu 11/14/2024 9:18 AM

To Matt Lonnerstater <MattLonnerstater@madison-heights.org>

Cc Jason Miles Lorimer <jason@detroit75.com>

Hello Matt,

I am reaching out to confirm that, after our most recent discussions, we believe applying for the MUI-1 zoning type is more relevant than the MUI-2 we initially discussed, and we support that application.

I look forward to seeing you at the public planning meeting on the 19th of this month.

Thank you,
Ahmad Nassar



CITY OF MADISON HEIGHTS
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
ZONING MAP AMENDMENT (REZONING) APPLICATION

I. APPLICANT INFORMATION

Applicant Ahmad Nassar / Detroit 75 Kitchen
 Applicant Address 4800 West Fort Street
 City Detroit State MI ZIP 48209
 Interest in Property (owner, tenant, option, etc.) Next Owner
 Contact Person Ahmad Nassar
 Telephone Number 313-587-1862 Email Address ahmad@detroit75.com

II. PROPERTY INFORMATION

Property Address(es) 32275 Stephenson Hwy
 Tax ID(s) 25-02-101-036 Zoning District M-1 Light Industrial District
 [PROVIDE SURVEYS AND LEGAL DESCRIPTIONS OF ALL PROPERTIES ON SEPARATE SHEETS]
 Owner Name (if different than applicant) Raghunath Singh
 Address 5249 Orchard Ridge Dr
 City Rochester State MI Zip 48306
 Telephone Number (248) 925-7261 Email Address singh.rs05@gmail.com

III. CONSULTANT INFORMATION (IF APPLICABLE)

Name _____ Company _____
 Address _____
 City _____ State _____ Zip _____
 Telephone Number _____ Email Address _____

IV. NATURE OF REQUEST

☒ Standard Rezoning ☐ Rezoning with Conditions

Current Zoning Designation M1 - Light Industrial Proposed Zoning Designation MUI-2 Mixed Use Innovation

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Brief description explaining need for proposed map amendment:

Please see attached document for response.

Required Attachments:

- ☐ **Plot Plan/Survey** specifying the boundaries of the site, with legal descriptions of all properties subject to the request.
- ☐ **Review Standards Response Form** (Standard Rezoning or Rezoning with Conditions Form)
- ☐ **For Rezoning with Conditions Only:** Rezoning with Conditions Agreement and, if proposed, Rezoning with Conditions Site Plan

VI. APPLICANT CERTIFICATION

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

Printed Name Ahmad Nassar Signature _____ Date 10/17/2024

VII. PROPERTY OWNER CERTIFICATION

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

Printed Name Notarized Letter of Authorization Attached Signature _____ Date _____

Notary for Property Owner:

Subscribed and sworn before me, this ___ day of _____, 20__.

A Notary Public in and for _____ County, Michigan.

Notary Name (Print): _____

Notary Signature: _____

My Commission Expires: _____

Notary Stamp

STAFF USE ONLY [DO NOT ACCEPT INCOMPLETE APPLICATIONS]

| | |
|----------------------------------|----------------------------|
| FILING FEE (\$1,500): _____ | REZONING NO.: PRZN # _____ |
| DATE APPLICATION RECEIVED: _____ | RECEIVED BY: _____ |

STANDARD REZONING: RESPONSE FORM

Section 15.07.3.B of the Zoning Ordinance contains review standards/ criteria for standard map amendments. Please provide responses to the following review standards for consideration by staff, the Planning Commission, and City Council. (Provide additional sheets, if necessary).

- A.** Describe how the site's physical, geological, hydrological and other environmental features are compatible with the uses permitted in the proposed zoning district.

Please see attached document for responses.

- B.** Describe how the uses permitted in the proposed zoning district are compatible with surrounding uses and zoning districts in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

Please see attached document for responses.

- C.** Describe how the proposed zoning district is compatible with the goals, policies and objectives of the Madison Heights Master Plan (including the Future Land Use Plan) and any sub-area or corridor plans. If conditions have changed since such plans were adopted, describe how the proposed rezoning is consistent with recent development trends.

Please see attached document for responses.

- D.** Describe how the boundaries of the requested zoning district will be reasonable in relationship to surrounding districts and explain how construction on the site will be able to meet the dimensional regulations of the proposed district.

Please see attached document for responses.

- E. Describe how the requested zoning district is considered to be more appropriate for the site than the existing zoning district.

Please see attached document for responses.

- F. If a rezoning is requested to allow for a specific use, explain why rezoning the land is considered to be a more appropriate mechanism than amending the list of permitted or special land uses in the current zoning district to allow the use.

Please see attached document for responses.

- G. Describe how the requested rezoning will not create an isolated or incompatible zone in the neighborhood. Explain how the map amendment will not result in exclusionary zoning.

Please see attached document for responses.

- H. Explain how the capacity of the street system will be able to safely and efficiently accommodate the expected traffic generated by the uses permitted in the requested zoning district.

Please see attached document for responses.

Notarized Letter of Authorization

To: The City of Madison Heights
Community & Economic Development Department

Subject: Authorization for Zoning Amendment Application Submission

I, **Raghunath Singh**, the current legal owner of the property located at **32275 Stephenson Highway, Madison Heights, Oakland County, MI**, hereby grant **Ahmad Nassar** the authority to submit The City of Madison Heights Zoning Amendment Application on my behalf.

Ahmad Nassar, along with an entity to be formed, is in the process of purchasing the above-listed property and is authorized to submit this application for review by the city.

Signatures:

Raghunath Singh

Signature: _____

Date: 10/17/2024

Ahmad Nassar

Signature: _____

Date: 10/17/2024

Notary Acknowledgment:

State of Michigan

County of Oakland

On this 17th day of Oct, 2024 ^{S.S.M}, before me personally appeared Raghunath Singh, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

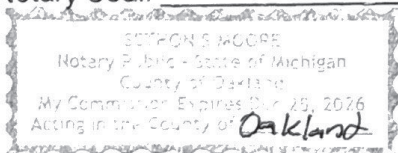
Notary Public, State of Michigan

Signature: _____

Date: 10/17/2024

My Commission Expires: 12/26/2026

Notary Seal: _____



TOPOGRAPHICAL SURVEY

| LEGEND | |
|--------|-------------------|
| | STREET LIGHT |
| | POWER POLE |
| | LIGHT POLE |
| | HYDRANT |
| | CLEANOUT |
| | WATER VALVE |
| | CATCH BASIN |
| | PROPERTY LINE |
| | RIGHT OF WAY LINE |
| | SETBACK LINE |
| | FENCE LINE |
| | WATER LINE |
| | STORM LINE |
| | SANITARY LINE |
| | GAS LINE |
| | PROPERTY CORNER |
| | FOUNDATION |
| | SET IRON |
| | OVERHEAD WIRE |
| | FOUND MEASUREMENT |
| | RECORD DATA |
| | MEASURED DATA |
| | CALCULATED DATA |
| | CENTERLINE |
| | TOP OF CURVE |
| | BOTTOM OF CURVE |
| | FINISHED FLOOR |

ZONING AND SETBACK INFORMATION

Zoning and Setback information was obtained from the Municipal Official, it is the clients responsibility to insure that this information is correct.

This Property is Zoned as:
(M-1) Light Industrial

Minimum Lot Size
Per Dwelling Unit: -----

Maximum Height of
Principal Structure -----

Minimum Yard Setbacks

Front Yard: 40 feet (see foot note h)

Side Yard
Least One 50 feet (see foot note e, l, j)

Total two 20 feet (see foot note j and l)

Rear Yard (see foot note j and l)

Minimum Floor
Area -----

Maximum Percentage
Of Lot Coverage -----

Foot Notes:

(h) Planned development involving five acres or more under One ownership shall be subject to the approval of the Zoning board of appeals, after public hearing, regarding Modifications with respect to height regulations.

(l) Parking shall be prohibited within the required front yard setback. Parking shall be permitted in the front yard. In areas in excess of the required setback, after approval of the parking plan layout. Points of access and means of screening by the plan commission. The setback shall be measured from the nearest side of existing or proposed right-of-way lines as outlined in the city master plan Right-of-way plan.

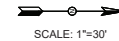
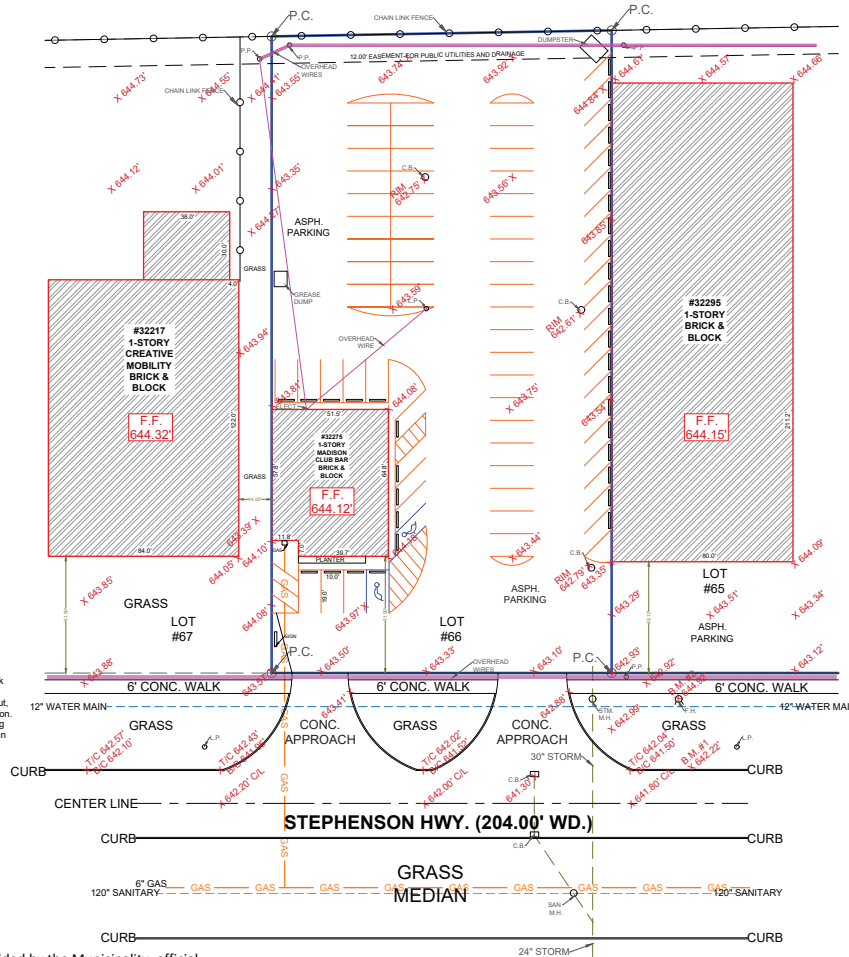
(j) No building shall be closer than 50 feet to the outer perimeter (property line) of such district when said property line abuts a residential district.

FLOOD DATA: THIS PROPERTY IS LOCATED IN ZONE X OF THE FLOOD HAZARD MAPS, MAP 267C(0308)3 WHICH HAS AN EFFECTIVE DATE OF 08/29/2006 AND THAT THIS PROPERTY IS NOT LOCATED IN A DANGER FLOOD HAZARD AREA.

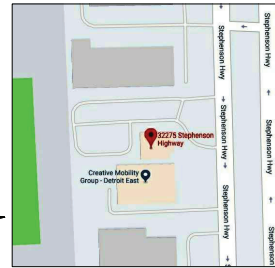
Note: Underground utility information was Provided by the Municipality, official.

No Guarantee can be made to the completeness of exactness of those records.

The contractor must verify the location of all leads and mains before construction.



SCALE: 1"=30'



LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION (32275 Stephenson Hwy)

Lot 66 of MALLYS INDUSTRIAL SUBDIVISION No 2,
City of Madison Heights, Oakland County, Michigan,
As recorded in Liber 110, Pages 36, 37, and 38 of Plats,
Oakland County Records.
Parcel I.D. 25-02-101-036.



I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE REQUIREMENTS OF PUBLIC ACT 152, HAVE BEEN COMPLIED WITH.

William J. Coulter
WILLIAM J. COULTER R.L.S. # 14760

| | | |
|--|----------------------|--|
| CHECKED BY: SK DATE: 6/12/2024 REVISED | 32275 Stephenson LLC | LAND S.E.A. SURVEY 23236 ROSEWOOD ST OAK PARK, MICHIGAN 48237 (506) 459-8990 (248) 981-7728 sea0730@yahoo.com |
| | | EXISTING TOPOGRAPHICAL SURVEY 32275 Stephenson Highway Madison Heights, Oakland County Michigan Job No 2024 0024 |

STANDARD REZONING: RESPONSE FORM

City of Madison Heights Community & Economic Development Department

Brief description explaining need for proposed map amendment.

The proposed map amendment seeks to rezone the property from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) to support a \$1.3 million investment in Madison Heights. This change will allow a food truck to operate during property renovations for a full-service restaurant, aligning with the city's goals for vibrant, mixed-use areas. The rezoning enables both short-term and long-term business plans, fostering economic growth and enhancing community value.

Describe how the site's physical, geological, hydrological, and other environmental features are compatible with the uses permitted in the proposed zoning district.

The property is well-suited for rezoning to MU2 (Mixed Use Innovation District 2) based on its physical, geological, and environmental characteristics:

- Physical Features: Existing infrastructure supports both short-term food truck use and long-term restaurant development.
- Geological and Hydrological Features: No significant concerns or risks that would impact development. Proper stormwater drainage systems are in place.
- Environmental Compatibility: No constraints hindering development. Aligns with Madison Heights' sustainability goals through efficient land use and walkability promotion.

These features ensure the site is fully compatible with MU2 zoning and the city's goals for creating dynamic, mixed-use spaces.

Describe how the uses permitted in the proposed zoning district are compatible with surrounding uses and zoning districts in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

The proposed rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) is highly compatible with surrounding uses and zoning districts:

- Land Suitability and Use: MU2 zoning aligns with nearby industrial and business areas. The restaurant and food truck operations support local businesses without disrupting the industrial character.

- Density and Traffic: Moderate density maintains balance with the existing layout. Traffic increase will be minimal, primarily serving nearby workers and utilizing existing infrastructure.
- Environmental Impact: Minimal impact due to existing infrastructure. MU2 zoning promotes sustainable practices and efficient land use.
- Aesthetics and Infrastructure: MU2 design standards will enhance the property's visual appeal. Existing utilities support both short-term and long-term uses.
- Property Values: The rezoning and new restaurants will likely positively influence area property values, attracting visitors and encouraging further development.

This rezoning aligns with Madison Heights' goals for creating dynamic, attractive, and economically viable mixed-use spaces.

Describe how the proposed zoning district is compatible with the goals, policies and objectives of the Madison Heights Master Plan (including the Future Land Use Plan) and any sub-area or corridor plans. If conditions have changed since such plans were adopted, describe how the proposed rezoning is consistent with recent development trends.

The proposed rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) aligns with the Madison Heights Master Plan:

1. Master Plan Goals: Supports creating vibrant, mixed-use environments that foster economic development and community engagement. The project integrates commercial uses (restaurant and food truck) with community spaces, promoting the "third place" concept and adaptive reuse of existing buildings.
2. Future Land Use Plan: Contributes to the vision of mixed-use developments in key areas, allowing flexible land use that blends commercial and light industrial uses. The property's location is ideal for transitioning to mixed-use, improving the area's character.
3. Sub-Area and Corridor Plans: Enhances pedestrian connectivity and economic diversity, particularly along commercial corridors. Supports streetscape improvements and business growth.
4. Adaptation to Changing Conditions: Reflects the shift towards mixed-use innovation and flexible business models, aligning with the Economic Development Plan's focus on innovative business uses and local enterprise retention.

This rezoning will capitalize on recent development trends towards mixed-use spaces, ensuring the property contributes to Madison Heights' strategy for modern, sustainable development and catalyzing further investments in the area.

Describe how the boundaries of the requested zoning district will be reasonable in relationship to surrounding districts and explain how construction on the site will be able to meet the dimensional regulations of the proposed district.

The proposed rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) is reasonable and appropriate for the following reasons:

1. Surrounding Context: The area already contains several MU2-zoned properties, making this rezoning a natural extension of the existing pattern.
2. Consistency with Vision: The change supports the area's evolution towards a vibrant, mixed-use corridor, enhancing its appeal for workers and residents.
3. Dimensional Compliance: The property has ample space to meet MU2 zoning requirements for setbacks, lot coverage, building height, and parking. The existing layout can accommodate both the short-term food truck operation and long-term restaurant use while complying with MU2 design standards.

This rezoning would ensure harmony with surrounding districts and support Madison Heights' vision for well-planned, sustainable growth.

Describe how the requested zoning district is considered to be more appropriate for the site than the existing zoning district.

The requested rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) is more appropriate for the site for the following reasons:

- Alignment with Intended Use: MU2 zoning is designed for mixed-use purposes, better fitting both the restaurant and food truck operations. Unlike M-1, it permits temporary food truck operation, critical for business continuity during renovations.
- Compatibility with Surroundings: The property is located in an area where MU2 is already present, creating a more cohesive fit with nearby developments and supporting the area's transition toward mixed-use innovation.
- Flexibility and Economic Potential: MU2 provides more flexibility for future development and adaptations, allowing for diverse and innovative uses. This aligns with the city's goals of business growth and community engagement, enhancing the property's economic potential beyond what M-1 zoning allows.

Overall, MU2 zoning better supports the property's intended use, fits the surrounding context, and aligns with Madison Heights' vision for sustainable, community-centered development.

If rezoning is requested to allow for a specific use, explain why rezoning the land is considered to be a more appropriate mechanism than amending the list of permitted or special land uses in the current zoning district to allow the use.

Rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) is more appropriate than amending M-1 permitted uses for the following reasons:

1. Comprehensive Alignment: MU2 zoning supports the broader goal of creating a dynamic, mixed-use space, aligning with Madison Heights' Master Plan. Amending M-1 would only address the food truck issue without supporting the overall vision.
2. Flexibility for Future Growth: MU2 allows for a wider range of uses and future expansion possibilities, whereas amending M-1 would provide only a limited, short-term solution.
3. Consistency with Surroundings: Rezoning to MU2 ensures harmony with nearby mixed-use properties, contributing to a unified district vision.
4. Targeted Solution: Rezoning this specific property avoids broader changes to M-1 zoning that could affect other industrial areas undesirably.

In summary, rezoning to MU2 better supports the city's long-term vision, allows for growth and flexibility, and maintains consistency with surrounding developments.

Describe how the requested rezoning will not create an isolated or incompatible zone in the neighborhood. Explain how the map amendment will not result in exclusionary zoning

The requested rezoning from M-1 (Light Industrial) to MU2 (Mixed Use Innovation District 2) will not create an isolated or incompatible zone for the following reasons:

1. Compatibility with Surrounding Zones: The area already includes MU2-zoned properties, making this rezoning a natural extension of the existing pattern. The property will integrate seamlessly into the broader mixed-use district, aligning with the city's Master Plan for mixed-use development.
2. Inclusive Zoning: MU2 zoning allows for a broader range of uses, supporting the city's goal of fostering diverse, multi-functional spaces. This rezoning enhances access to amenities for local workers and residents, creating a more inclusive environment that aligns with the city's objectives of business retention, community engagement, and economic diversity.
3. Harmonious Coexistence: The MU2 district allows for light industrial uses alongside commercial and retail, ensuring compatibility with nearby industrial properties and maintaining the area's character.
4. Community-Oriented Development: The rezoning will create a community-focused business, offering spaces for workers and residents to gather, dine, and interact. This promotes the city's vision of vibrant, mixed-use areas serving both economic and social purposes.

By enabling a variety of developments that meet the broader community's needs, the mixed-use nature of MU2 zoning inherently prevents exclusionary practices and fosters an integrated, diverse neighborhood.

Explain how the capacity of the street system will be able to safely and efficiently accommodate the expected traffic generated by the uses permitted in the requested zoning district

The street system around the property can safely and efficiently accommodate the traffic expected from uses permitted in the requested MU2 (Mixed Use Innovation District 2) zoning district:

1. **Existing Roadway Infrastructure:** The property is well-served by major thoroughfares, including I-75 and 14 Mile Rd, providing convenient access for workers and visitors. These roads are designed to handle significant traffic volumes. The site's location along Stephenson Hwy, a major commercial corridor, ensures it can accommodate the mix of traffic generated by MU2 uses.
2. **Traffic Generation:** MU2-permitted uses, such as restaurants and small-scale commercial operations, typically generate moderate levels of traffic within local street capacity. Peak times for the restaurant and food truck will likely coincide with meal periods, generally not overlapping with nearby businesses' peak commuting hours, helping distribute traffic more evenly throughout the day.
3. **Pedestrian and Alternative Transportation:** MU2 zoning encourages walkable spaces, reducing reliance on vehicle traffic. Many nearby workers and residents can access the site by foot or bicycle, easing demand on the street system.
4. **Safety and Traffic Flow:** The property has ample onsite parking, preventing overflow onto local streets and ensuring safe, efficient traffic flow. The site layout allows for the safe movement of both vehicles and pedestrians, minimizing potential congestion.

The traffic impact will be minimal compared to other MU2-permitted commercial uses and can be safely managed by the existing infrastructure without major modifications.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the **Planning Commission** for the City of Madison Heights will hold a public hearing on **Tuesday, November 19th, 2024 at 5:30 p.m.** in the City Hall Council Chambers, 300 West Thirteen Mile Heights, Michigan 48071, to consider the following rezoning requests:

Item 12.

Rezoning Request No. PRZN 24-01 by Ahmad Nassar d/b/a Detroit 75 Kitchen, 4800 West Detroit, MI 48209 on behalf of property owner Raghunath Singh, to rezone one (1) parcel of land located at 32275 Stephenson Highway (TM# 44-25-02-101-36) from M-1, Light Industrial district, to MUI-2, Mixed-Use Innovation 2 district.

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

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

151

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