



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

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**CALL TO ORDER**

**ROLL CALL**

**APPOINTMENT OF ACTING CITY CLERK**

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

**APPROVAL OF THE AGENDA:**

1. Additions/Deletions

**PRESENTATIONS**

**PUBLIC HEARINGS:**

2. City Planner - Street Right-of-Way Vacation Request PEE # 26-01 - GWK/WRC - Unimproved Rights-of-Way

**MEETING OPEN TO THE PUBLIC:**

**CONSENT AGENDA:**

3. Resolution Supporting National Public Works Monument in Michigan
4. Library Director - LSTA Public Library Services Grant
5. City Council Special Meeting Minutes of May 11, 2026
6. City Council Regular Meeting Minutes of May 11, 2026

**COMMUNICATIONS:**

**REPORTS:**

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

7. Finance Director - BS&A Cloud migration service agreement

**ORDINANCES:**

**UNFINISHED BUSINESS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT**

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

**DATE:** May 18, 2026  
**TO:** City Council  
**FROM:** Melissa R. Marsh, City Manager  
**SUBJECT:** Agenda Comments Regular Council Meeting of Monday, May 26, 2026

**PUBLIC HEARINGS:**

STREET RIGHT OF WAY (ROW) VACATION REQUEST PEE#26-01 GWK/WRC UNIMPROVED

The Community & Economic Development Department has received a request to vacate a number of unimproved street rights of way located within the Red Oaks Golf Course on the east side of John R Road, north of Dartmouth Street. Red Oaks Golf Course is operated and maintained by Oakland County Parks, but the underlying property is owned by George W. Kuhn District/Oakland County Water Resources Commissioner (WRC).

Portions of the following unimproved rights-of-way are proposed to be vacated: Red Run Boulevard, Girard Avenue, Osmun Avenue, Delton Avenue, Woodside Avenue, and Parkdale Avenue.

Following a Public Hearing staff recommends that the street right of way vacation request PEE#26-01 for GWK/WRC be approved.

**CONSENT AGENDA:**

RESOLUTION SUPPORTING NATIONAL PUBLIC WORKS MONUMENT IN MICHIGAN

The Midwest Branch of Michigan Chapter of American Public Works Association discussion about establishing a National Public Works Monument to honor the people who have built our public infrastructure in America in Muskegon on the shore of Lake Michigan. City of Madison Heights, Michigan endorses the concept of a National Public Works Monument to be constructed in Muskegon, Michigan, to honor the industry, its accomplishments, and the lives of those who have built this great country.

LSTA PUBLIC LIBRARY SERVICES GRANT

The Madison Heights Library has been awarded the Library Services and Technology Act Public Library Grant for \$1,500 to purchase chrome books and cases for public use.

**BID AWARDS/PURCHASES:****FINANCE DIRECTOR – SERVICES AGREEMENT FOR MIGRATION TO BS&A CLOUD**

BS&A modules are the predominant software programs used by municipalities in Michigan. Madison Heights has utilized BSA modules for more than 20 years in coordination with Oakland County. This software is now in the process of migrating customers to the cloud-based system which is expected to deliver workflow efficiency through shared workspaces, quicker processing, AI enhancements, as well as provide a secure and encrypted web-based system, cybersecurity, disaster recovery and 2 factor authentication.

BS&A stopped selling the current .NET version two years ago, has not added enhancements since that time, and anticipates “end of life” announcement in the next few years.

The City currently utilizes fifteen (15) BS&A modules, upon City Council approval of this purchase, the Finance Department will work with BS&A to coordinate with all City Departments on a migration plan, training, and implementation likely to occur in April 2027. The \$354,115.00 cost of BS&A migration to Cloud platform is included in FY 2027 budget for the subscriptions to BS&A modules, and professional services for setup, training, and go-live assistance. The City will only be charged for professional services provided.

Staff recommends that City Council approve the purchase service agreement with BS&A not to exceed \$354,115, pending legal review.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 5/26/26

**PREPARED BY:** Matt Lonnerstater, AICP

**AGENDA ITEM CONTENT:** Street Right-of-Way Vacation Request PEE # 26-01 - GWK/WRC - Unimproved Rights-of-Way

**AGENDA ITEM SECTION:** Public Hearings

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

The Community & Economic Development Department has received a request to vacate a number of unimproved street rights of way located within the Red Oaks Golf Course on the east side of John R Road, north of Dartmouth Street. Red Oaks Golf Course is operated and maintained by Oakland County Parks, but the underlying property is owned by George W. Kuhn District/Oakland County Water Resources Commissioner (WRC).

Portions of the following unimproved rights-of-way are proposed to be vacated: Red Run Boulevard, Girard Avenue, Osmun Avenue, Delton Avenue, Woodside Avenue, and Parkdale Avenue.

**RECOMMENDATION:**

Staff recommends that City Council approve the requested street right of way vacations subject to the following condition: utility easements for the purposes of accessing, maintaining, repairing and improving existing underground and overhead utilities, shall be retained where necessary with confirmation by DPS, WRC and applicable utilities and final approval through City Council.



# MEMORANDUM

Date: May 19<sup>th</sup>, 2026  
 To: City of Madison City Council [May 26<sup>th</sup>, 2026 Meeting]  
 From: Matt Lonnerstater, AICP – City Planner  
 Subject: Right-of-Way Vacation Request # PEE 26-01– Unimproved Street ROW Vacations

Please be advised of the following action of the Planning Commission at their April 20<sup>th</sup>, 2026 meeting:

*Motion by Mayor Haines, seconded by Commissioner Olson to recommend that City Council approve street vacation request # PEE 26-01 to vacate the following unimproved rights-of-way located within the platted Northeastern Highway Subdivision No. 1 and North Acres Subdivision, and as reflected within the attachments to the staff report:*

*Red Run Boulevard (ROW width 120 ft.)  
 Girard Avenue (86 ft.)  
 Osmun Avenue (50 ft.)  
 Delton Avenue (50 ft.)  
 Woodside Avenue (50 ft.)  
 Parkdale Avenue (60 ft.)*

*These streets shall be vacated with the following conditions:*

- 1) Public utility easements shall be dedicated and recorded over the vacated rights-of-way, where necessary, benefitting the City of Madison Heights, Oakland County WRC, utility companies, and/or any other party for underground facilities such as water, sanitary sewer, and natural gas lines, drainage structures, and overhead facilities such as power lines and communication infrastructure.*
- 2) Prior to formal approval of the right-of-way vacations, the applicant shall coordinate with all remaining utility companies with facilities in the existing unimproved streets regarding necessary easements or facility relocation. Correspondence from such companies shall be provided to the City Planner prior to final City Council action.*

### Introduction and History

The Community & Economic Development Department has received a request to vacate a number of unimproved streets located within the Red Oaks Golf Course on the east side of John R Road, north of Dartmouth Street. Red Oaks Golf Course is operated and maintained by Oakland County Parks, but the underlying property is owned by the George W Kuhn Drainage District/Oakland County Water Resources Commissioner (WRC).

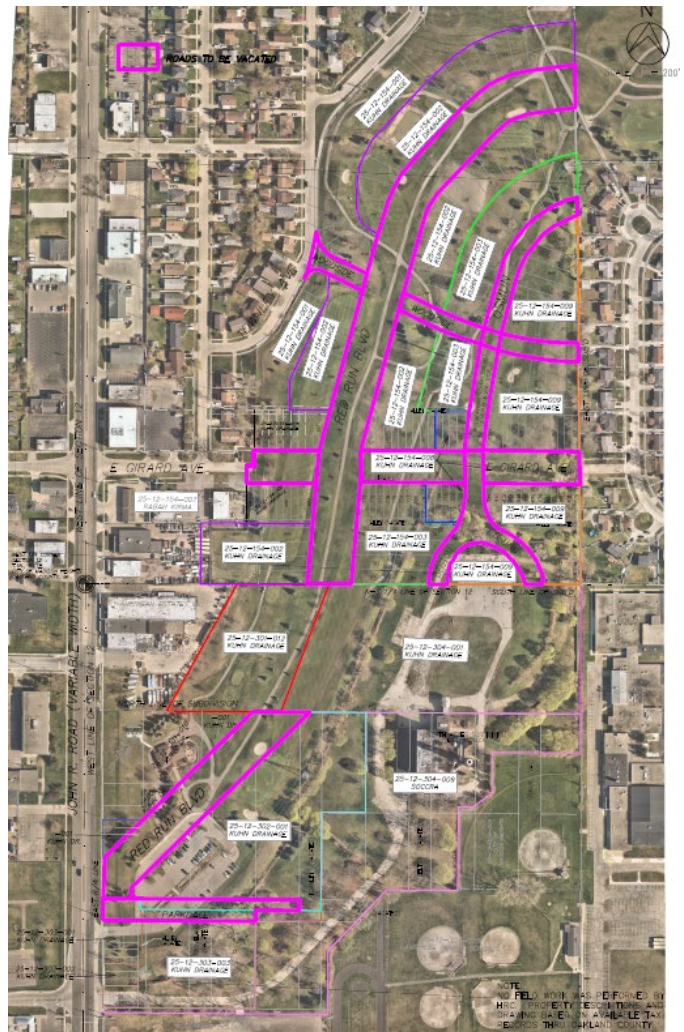
Portions of the following unimproved rights-of-way are proposed to be vacated:

- Red Run Boulevard (ROW width 120 ft.)
- Girard Avenue (86 ft.)
- Osmun Avenue (50 ft.)
- Delton Avenue (50 ft.)
- Woodside Avenue (50 ft.)
- Parkdale Avenue (60 ft.)

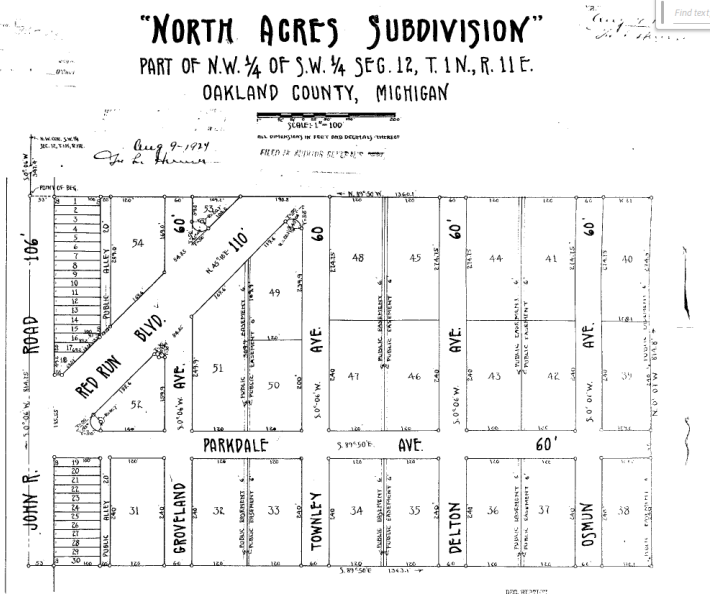
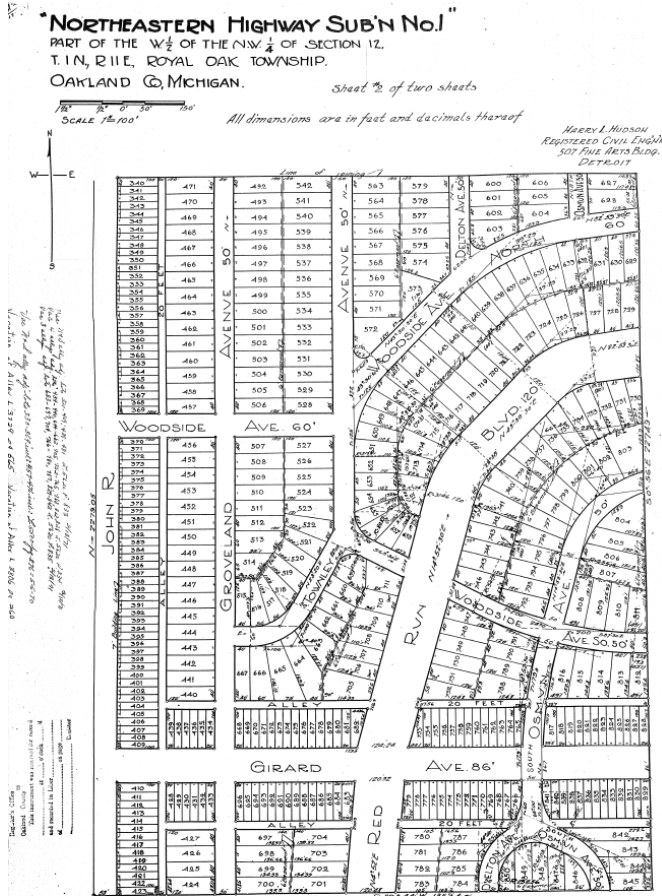
These rights-of-way are depicted in purple on the aerial map shown to the right.

These rights-of-way were originally platted for future streets in the 1920s as part of the North Acres Subdivision (platted in 1924) and the Northeastern Highway No. 1 Subdivision (1925). These residential subdivisions were never developed. However, a majority of the platted street network remains in place, at least on paper. Over time, several alleys and small portions of the platted street network have been vacated. Oakland County WRC requests that these remaining unimproved streets now be formally vacated.

**Unimproved Streets to be Vacated**



**Plat Maps of Northeastern Highway Subdivision No. 1 and North Acres Subdivision**



**Process for Street Vacations**

Per Section 23-109 (*Vacation of Streets, Alleys, Etc.*) of Chapter 23 of the Code of Ordinances (*Streets and Sidewalks and Other Public Places*), City Council may consider petitions to vacate a street, alley, or right-of-way. When 100% of adjacent property owners sign the petition, City Council may consider the initial request and appoint a time not less than four weeks thereafter to establish a public hearing. If desired, City Council may, but is not required to, refer the matter to the Planning Commission for study and report back to Council.

City staff referred the street vacation request to the Planning Commission for study and a recommendation prior to City Council consideration. The Planning Commission recommended approval of the vacations, with conditions, at their April 20<sup>th</sup>, 2026 meeting.

**Project Area and Utilities**

The platted street network abuts a number of separate parcels, all owned by Oakland County WRC and most of which are operated as Red Oaks Golf Course. Refer to the table on the following page.

**Abutting Parcels and Use**

Parcel #	Use
25-12-154-001	Golf Course
25-12-154-002	Golf Course
25-12-154-003	Golf Course
25-12-154-006	Golf Course
25-12-154-008	Golf Course
25-12-154-009	Golf Course
25-12-302-001	Golf Course, Parking Lot
25-12-301-010	Clubhouse
25-12-301-008	Maintenance Building
25-12-303-001	Green Space
25-12-303-003	Service Drive, Green Space

Red Run/GWK drain, which is buried, runs through the golf course property. Further, Madison Heights maintains several stormwater drains which cross under the platted streets. The Department of Public Services (DPS) has reviewed the vacation proposal and requests the dedication of easements in areas where underground utilities are present. Therefore, if vacated, the City should retain public utility easements in the necessary areas.

The street vacation request has been sent to DTE Energy, Consumers Energy, AT&T, Comcast and DPS for their input and approval. To date, the City has received responses from all utility providers with the exception of DTE. While AT&T and Comcast have responded with no issues, Consumers Energy has indicated that they have overhead electric lines within portions of the area to be vacated. Staff will work with DPS, Comcast, and DTE Energy to determine the required areas and widths of the necessary easements.

**Zoning**

Per Section 3.03 of the Zoning Ordinance, whenever any street, alley or other public way within the City of Madison Heights shall be vacated, such street, alley or other public way or portion thereof shall automatically be classified in the same zoning district as the property to which it attaches. If vacated, the former rights-of-way would be attached to the adjoining parcels and obtain their N-P, Natural Preservation, zoning designation.

**Next Step**

Based on the Planning Commission’s recommendation, the Department of Public Services’ comments, and responses from utility companies, planning staff does not object to the requested street right-of-way vacations. However, public utility easements will need to be recorded over the vacated rights-of-way where necessary for public utility installation, maintenance, and operation purposes including, but not limited to, Red Run/GWK drain, water mains, sewers, conduits, storm drains, electric lines, poles, etc.

**Therefore, following the public hearing, staff concurs with the Planning Commission and recommends that City Council approve the requested street right of way vacations subject to the following condition: utility easements for the purposes of accessing, maintaining, repairing and improving existing underground and overhead utilities, shall be retained where necessary with confirmation by DPS, WRC and applicable utilities and final approval through City Council.**

### Attachments

- Petition for Vacating a Public Street and associated maps [PEE 26-01]
- Tentative Parcel Layout post-vacation [produced by staff]
- Historic Platted Subdivision Plat Maps
- Letter from Oakland County [2009] regarding right-of-way vacation
- MH Code of Ordinance – Chapter 23, Article IV – Vacation of Streets, Alleys, Etc.
- Utility Response Packet

# EXISTING PARCEL CONFIGURATION



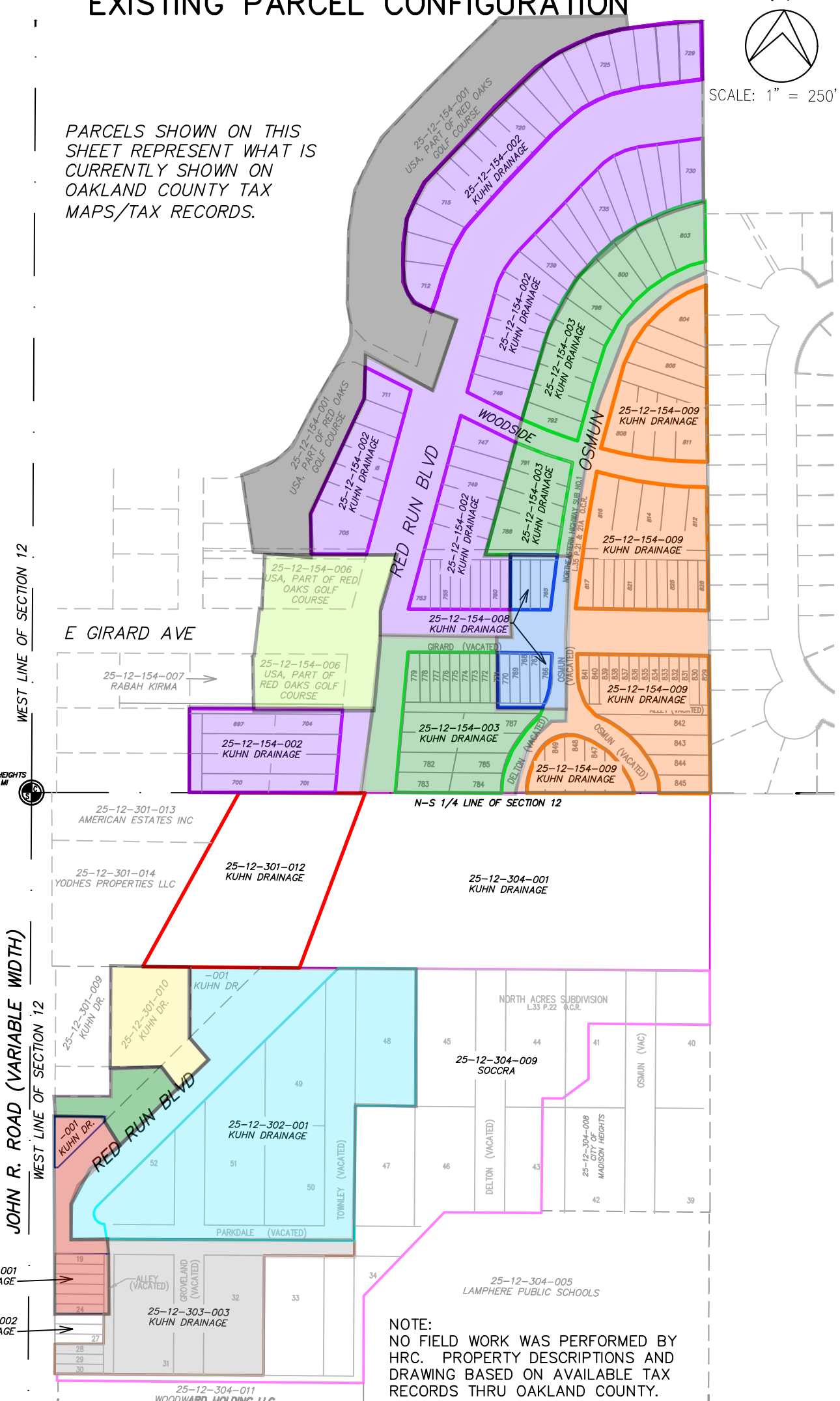
SCALE: 1" = 250'

PARCELS SHOWN ON THIS SHEET REPRESENT WHAT IS CURRENTLY SHOWN ON OAKLAND COUNTY TAX MAPS/TAX RECORDS.

11/12/2025 1:08 PM

V:\202505\20250515\F\Property\F20250515\_LotSplitDrawings.dwg

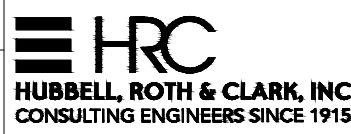
Piggott, Robert



NOTE:  
NO FIELD WORK WAS PERFORMED BY HRC. PROPERTY DESCRIPTIONS AND DRAWING BASED ON AVAILABLE TAX RECORDS THRU OAKLAND COUNTY.

DRAWN:	B.PIGGOTT
CHECKED:	S.JACOBI
APPROVED:	A.MICKALICH

JOB NO.	20250515
DATE	11/05/2025



555 HULET DRIVE P.O. BOX 824  
 BLOOMFIELD HILLS, MICH. 48303 - 0824  
 PHONE: (248) 454-6300  
 FAX (1st. Floor): (248) 454-6312  
 WEB SITE: www.hrcengr.com

SHEET NO.	1
OF	8




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**FW: Road Vacations in Madison Heights**

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**From** Piggott, Robert <RPiggott@hrcengr.com>  
**Date** Thu 4/23/2026 10:03 AM  
**To** Matt Lonnerstater <mattlonnerstater@madison-heights.org>

 1 attachment (13 MB)  
Roadstobevacated.pdf;

**External sender** <rpiggott@hrcengr.com>  
Make sure you trust this sender before taking any actions.

And just like that I just heard back from ATT. Now we only need DTE. Again, all have come thru vial email response.  
Assuming that will be sufficient?

**Robert P Piggott | Senior Survey Technician**

HUBBELL, ROTH & CLARK, INC

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



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**From:** WESSON, ANGELA M <ad3245@att.com>  
**Sent:** Thursday, April 23, 2026 9:59 AM  
**To:** Piggott, Robert <RPiggott@hrcengr.com>  
**Subject:** RE: Road Vacations in Madison Heights

Hi Robert,

I'm sorry I wasn't able to get to this sooner.

AT&T does not object to the proposed vacations as laid out on the attached document.

Please let me know if you need something more formal than my email approval.

Thank you,

**Angie Wesson**

AT&T Michigan -Right-of-Way Manager  
m 248.877.9518| [ad3245@att.com](mailto:ad3245@att.com)

---

**From:** Piggott, Robert <RPiggott@hrcengr.com>  
**Sent:** Tuesday, April 21, 2026 10:17 AM

To: WESSON, ANGELA M <[ad3245@att.com](mailto:ad3245@att.com)>  
Subject: RE: Road Vacations in Madison Heights

Item 2.

Good Morning:

Wanted to follow up with you on our request to assist with road vacations in Madison Heights. We went before the planning commission last night and received unanimous approval to have the request moved to the City Council for approval. Before they will approve, they will need letters/verifications from utility providers that they have no issues with the road vacations. Wanted to touch base with you to see if you had any updates on our request. Thanks so much for all your help.

**Robert P Piggott | Senior Survey Technician**

HUBBELL, ROTH & CLARK, INC

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



---

From: WESSON, ANGELA M <[ad3245@att.com](mailto:ad3245@att.com)>

Sent: Thursday, April 9, 2026 6:05 AM

To: Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

Subject: RE: Road Vacations in Madison Heights

Hi Robert,

I'll be happy to help with this, and I'll review it as soon as possible, but it will probably be a week or two.

Talk to you soon,

**Angie Wesson**

Right-of-Way Manager

m 248.877.9518 | [ad3245@att.com](mailto:ad3245@att.com)

---

From: Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

Sent: Tuesday, April 7, 2026 10:37 AM

To: WESSON, ANGELA M <[ad3245@att.com](mailto:ad3245@att.com)>

Subject: Road Vacations in Madison Heights

Good morning:

Planner Matt Lonnerstater from the City of Madison Heights forwarded me your contact information.

We are assisting SOCRRA to help vacate unimproved roads near their property in Madison Heights, Michigan, as part of a parcel split/combination between SOCRRA and the Oakland County Kuhn Drainage District.

I have attached a drawing and description of the roads to be vacated. As part of the process for City Council approval, we must reach out to utility providers to verify that they have no existing utilities in the unimproved roadways to be vacated.

Per our research, it does not appear that the roads were never improved once platted and there have been roads and alleys previously vacated in both plats that are part of this process.

If you could review the attached and provide us with a review letter, it would be greatly appreciated. We are hoping to get on the agenda with the Planning Commission as soon as possible and will need a letter from you as part of that submission to the City of Madison Heights.

Thank you so much for your time.

**Robert P Piggott | Senior Survey Technician**

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**FW: Road Vacations in Madison Heights**

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**From** Piggott, Robert <RPiggott@hrcengr.com>  
**Date** Tue 4/21/2026 10:59 AM  
**To** Matt Lonnerstater <mattlonnerstater@madison-heights.org>

**External sender** <rpiggott@hrcengr.com>  
Make sure you trust this sender before taking any actions.

Hi again Matt:

You are going to be happy when we are done with this and you can quit getting emails from me, haha.

I received the email from Comcast below. Is that sufficient to satisfy from Comcast?

**Robert P Piggott | Senior Survey Technician**

HUBBELL, ROTH & CLARK, INC

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



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**From:** Smith, Matthew <Matthew\_Smith4@comcast.com>  
**Sent:** Tuesday, April 21, 2026 10:55 AM  
**To:** Piggott, Robert <RPiggott@hrcengr.com>  
**Cc:** CENHRT-MI Comcast Relo <CENHRT-MI\_Comcast\_Relo@comcast.com>; Dobies, Jeff <Jeff\_Dobies@comcast.com>; Marlow, Michael <Michael\_Marlow@comcast.com>  
**Subject:** RE: Road Vacations in Madison Heights

Sorry for the delay. We are clear of the area and do not foresee any conflict with our facilities.

*Thanks,  
Matt Smith  
Construction Manager  
Comcast  
517-480-4179*

---

**From:** Dobies, Jeff <jeff\_dobies@comcast.com>  
**Sent:** Tuesday, April 21, 2026 10:25 AM  
**To:** Piggott, Robert <RPiggott@hrcengr.com>; CENHRT-MI Comcast Relo <CENHRT-

[MI\\_Comcast\\_Relo@comcast.com](mailto:MI_Comcast_Relo@comcast.com)>; Smith, Matthew <[Matthew\\_Smith4@comcast.com](mailto:Matthew_Smith4@comcast.com)>

**Subject:** RE: Road Vacations in Madison Heights

Matt, Are we set with this? Any concerns with our network being in conflict?

---

**From:** Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

**Sent:** Tuesday, April 21, 2026 10:16 AM

**To:** Dobies, Jeff <[jeff\\_dobies@comcast.com](mailto:jeff_dobies@comcast.com)>; CENHRT-MI Comcast Relo <[CENHRT-MI\\_Comcast\\_Relo@comcast.com](mailto:CENHRT-MI_Comcast_Relo@comcast.com)>; Smith, Matthew <[Matthew\\_Smith4@comcast.com](mailto:Matthew_Smith4@comcast.com)>

**Subject:** [EXTERNAL] RE: Road Vacations in Madison Heights

Good Morning :

Wanted to follow up with you on our request to assist with road vacations in Madison Heights. We went before the planning commission last night and received unanimous approval to have the request moved to the City Council for approval. Before they will approve, they will need letters/verifications from utility providers that they have no issues with the road vacations. Wanted to touch base with you to see if you had any updates on our request. Thanks so much for all your help.

**Robert P Piggott | Senior Survey Technician**

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555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



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**From:** Dobies, Jeff <[jeff\\_dobies@comcast.com](mailto:jeff_dobies@comcast.com)>

**Sent:** Tuesday, April 7, 2026 11:47 AM

**To:** Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>; CENHRT-MI Comcast Relo <[CENHRT-MI\\_Comcast\\_Relo@comcast.com](mailto:CENHRT-MI_Comcast_Relo@comcast.com)>; Smith, Matthew <[Matthew\\_Smith4@comcast.com](mailto:Matthew_Smith4@comcast.com)>

**Subject:** RE: Road Vacations in Madison Heights

Team, see the request from Robert.

---

**From:** Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

**Sent:** Tuesday, April 7, 2026 10:39 AM

**To:** Dobies, Jeff <[jeff\\_dobies@comcast.com](mailto:jeff_dobies@comcast.com)>

**Subject:** [EXTERNAL] Road Vacations in Madison Heights

Good morning:

Planner Matt Lonnerstater from the City of Madison Heights forwarded me your contact information.

We are assisting SOCRRA to help vacate unimproved roads near their property in Madison Heights, Michigan, as part of a parcel split/combination between SOCRRA and the Oakland County Kuhn Drainage District.

I have attached a drawing and description of the roads to be vacated. As part of the process City Council approval, we must reach out to utility providers to verify that they have no existing utilities in the unimproved roadways to be vacated.

Per our research, it does not appear that the roads were never improved once platted and there have been roads and alleys previously vacated in both plats that are part of this process.

If you could review the attached and provide us with a review letter, it would be greatly appreciated. We are hoping to get on the agenda with the Planning Commission as soon as possible and will need a letter from you as part of that submission to the City of Madison Heights.

Thank you so much for your time.

**Robert P Piggott | Senior Survey Technician**

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**FW: Road Vacations in Madison Heights**

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From Piggott, Robert <RPiggott@hrcengr.com>

Date Thu 4/23/2026 9:49 AM

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

**Warning: Unusual link**

This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Matt:

Another utility response, this time from Consumers. Per email below, they are fine with it, but will require an easement reservation for that area. As with Comcast, I have an email saying they are fine with it. Will this be sufficient for City Council approval? With this, I just will need ATT and DTE, as we now have Consumers and Comcast approval via email communication.

**Robert P Piggott | Senior Survey Technician**

HUBBELL, ROTH & CLARK, INC

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



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**From:** Robert F Marvin <Robert.Marvin@cmsenergy.com>

**Sent:** Thursday, April 23, 2026 9:34 AM

**To:** Piggott, Robert <RPiggott@hrcengr.com>

**Subject:** RE: Road Vacations in Madison Heights

Hi Robert,

I've heard back from our operations group. We do not oppose the vacation, but we have overhead electric lines within the area that will be vacated, and as a consequence, we'll require an easement reservation. Thank you!

Rob

**Robert F. Marvin**

**Principal Attorney**

**Legal Department**

One Energy Plaza

Jackson, MI 49201

O: 517-788-7298

C: 517-914-6167

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Item 2.



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**From:** Piggott, Robert <[RPiggott@hrcenr.com](mailto:RPiggott@hrcenr.com)>  
**Sent:** Tuesday, April 21, 2026 10:15 AM  
**To:** Robert F Marvin <[Robert.Marvin@cmsenergy.com](mailto:Robert.Marvin@cmsenergy.com)>  
**Subject:** RE: Road Vacations in Madison Heights

You don't often get email from [rpiggott@hrcenr.com](mailto:rpiggott@hrcenr.com). [Learn why this is important](#)

**##CAUTION##: This email originated from outside of CMS/CE.  
Remember your security awareness training: Stop, think, and use  
caution before clicking links/attachments.**

Good Morning Mr. Marvin:

Wanted to follow up with you on our request to assist with road vacations in Madison Heights. We went before the planning commission last night and received unanimous approval to have the request moved to the City Council for approval. Before they will approve, they will need letters/verifications from utility providers that they have no issues with the road vacations. Wanted to touch base with you to see if you had any updates on our request. Thanks so much for all your help.

**Robert P Piggott | Senior Survey Technician**  
HUBBELL, ROTH & CLARK, INC  
555 Hulet Drive, Bloomfield Hills, MI 48302  
O: 248-454-6383 | M: 248-789-5139



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**From:** Piggott, Robert  
**Sent:** Tuesday, April 7, 2026 10:53 AM  
**To:** 'Robert F. Marvin' <[Robert.Marvin@cmsenergy.com](mailto:Robert.Marvin@cmsenergy.com)>  
**Subject:** RE: Road Vacations in Madison Heights

I am submitting my information to the City this Friday, but I don't need verification from the utility providers to submit, but will need once we go in front of the planning commission and then on to the City Council.

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For time, sooner the better would be great, but I certainly understand that it takes time to take care of this.

**Robert P Piggott | Senior Survey Technician**

HUBBELL, ROTH & CLARK, INC

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



---

**From:** Robert F. Marvin <[Robert.Marvin@cmsenergy.com](mailto:Robert.Marvin@cmsenergy.com)>

**Sent:** Tuesday, April 7, 2026 10:43 AM

**To:** Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

**Subject:** RE: Road Vacations in Madison Heights

Hi Robert,

I'll run this through our internal clearance process and follow-up with you. Is there a due date? Thanks.

Rob

**Robert F. Marvin**

**Senior Attorney**

**Legal Department**

One Energy Plaza

Jackson, MI 49201

O: 517-788-7298

C: 517-914-6167

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**Consumers Energy**

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**From:** Piggott, Robert <[RPiggott@hrcengr.com](mailto:RPiggott@hrcengr.com)>

**Sent:** Tuesday, April 7, 2026 10:37 AM

**To:** Robert F. Marvin <[Robert.Marvin@cmsenergy.com](mailto:Robert.Marvin@cmsenergy.com)>

**Subject:** Road Vacations in Madison Heights

You don't often get email from [rpiggott@hrcengr.com](mailto:rpiggott@hrcengr.com). [Learn why this is important \[aka.ms\]](#)

**##CAUTION##: This email originated from outside of CMS/CE.  
Remember your security awareness training: Stop, think, and use  
caution before clicking links/attachments.**

Item 2.

Good morning:

Planner Matt Lonnerstater from the City of Madison Heights forwarded me your contact information.

We are assisting SOCRRA to help vacate unimproved roads near their property in Madison Heights, Michigan, as part of a parcel split/combination between SOCRRA and the Oakland County Kuhn Drainage District.

I have attached a drawing and description of the roads to be vacated. As part of the process for City Council approval, we must reach out to utility providers to verify that they have no existing utilities in the unimproved roadways to be vacated.

Per our research, it does not appear that the roads were never improved once platted and there have been roads and alleys previously vacated in both plats that are part of this process.

If you could review the attached and provide us with a review letter, it would be greatly appreciated. We are hoping to get on the agenda with the Planning Commission as soon as possible and will need a letter from you as part of that submission to the City of Madison Heights.

Thank you so much for your time.

**Robert P Piggott | Senior Survey Technician**

**HUBBELL, ROTH & CLARK, INC**

555 Hulet Drive, Bloomfield Hills, MI 48302

O: 248-454-6383 | M: 248-789-5139



\*\*This email originated from outside the company. Please be sure to check the sending email address and report any suspicious emails using the Phish Tool.

\*\*This email originated from outside the company. Please be sure to check the sending email address and report any suspicious emails using the Phish Tool.

**PETITION FOR VACATING A PUBLIC STREET, ALLEY AND/OR EASEMENT**

To the Honorable,  
The Mayor and City Council  
Madison Heights, Michigan

We, the undersigned petitioners, residing at the place set opposite our respective names hereto, being the abutting owners and mortgages of real estate located:

1. On the East and West side(s) of Red Run Boulevard located in “Northeastern Highway Subdivision No. 1”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.
2. On the North and South side(s) of East Girard Avenue located in “Northeastern Highway Subdivision No. 1”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.
3. On the East and West side(s) of Osmun located in “Northeastern Highway Subdivision No. 1”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.
4. On the East and West side(s) of Delton located in “Northeastern Highway Subdivision No. 1”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.
5. On the North and South side(s) of Woodside Avenue located in “Northeastern Highway Subdivision No. 1”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.
6. On the North and South side(s) of Parkdale Avenue located in “North Acres Subdivision”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area.

7. On the East and West side(s) of Red Run Boulevard located in “North Acres subdivision”, and being entirely in the City of Madison Heights and being 100 percent of the property owners above said area,

hereby respectfully pray and petition that you vacate the public (Street, alley and/or Easement) lying adjacent to the Lot(s) Acreage Parcel(s):

Red Run Boulevard: Lots 658, 682, 683, 701 thru 753 inclusive and 779 thru 783 inclusive of “Northeastern Highway Subdivision No. 1” (if any);

Girard Avenue: Lots 753 thru 779 inclusive, 817 thru 841 inclusive, 674 to 691 inclusive of “Northeastern Highway Subdivision No. 1” (if any);

Osmun Avenue: Lots 765, 788 thru 808 inclusive, 816, 817, 766, 841 thru 849 inclusive of “Northeastern Highway Subdivision No. 1” (if any);

Delton Avenue: Lots 784 thru 787 inclusive and adjacent to Lots 848 thru 850 inclusive, of “Northeastern Highway Subdivision No. 1” (if any);

Woodside Avenue: Lots 746, 747, 791, 792, 808 thru 816 inclusive, 655 thru 609 inclusive and lot 711 of “Northeastern Highway Subdivision No. 1” (if any);

Parkdale Avenue: Lots 19, 31, 32, 50, 51 and 52 of “North Acres Subdivision” (if any);

Red Run Boulevard: Lots 16 thru 18 inclusive, 49, 51, 52, 53 and 54 of “North Acres Subdivision” (if any);

and that said parcel become part of the adjoining property, according to law. Provided, however, that if said (street or alley) is now used or may be used for the general public convenience and welfare for sewers, water and gas mains, electrical lines and telephone lines and because said usages are for the benefit of the general public beyond the above described area and because this vacation is primarily for the private benefit of the undersigned petitioners, the City of Madison Heights, as a condition without existence of which this vacation shall be of no effect, reserves to itself for the benefit and welfare of the general public and easement co-extensive with the vacated (street, alley) for the purposes of general public convenience and necessities such as sewers, water and gas mains, and electrical and telephone lines together with the general right of entry for maintenance purposes in regard to such public conveniences and necessities, and we the undersigned, consent to the easement aforesaid on behalf of ourselves, our heirs, administrators and assigns.



April 14, 2026

**The following roads are requested to be vacated:**

**NORTHEASTERN HIGHWAY SUBDIVISION No. 1 Liber 35, Page 21, O.C.R.**

**Red Run Boulevard:** All of Red Run Boulevard located in the entire plat of “Northeastern Highway Subdivision No. 1”; Adjacent to lots 658, 682, 683, 701 thru 753 inclusive and 779 thru 783 inclusive.

**Girard Avenue:** From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 753 thru 779 inclusive and 817 thru 841 inclusive; also from Red Run Boulevard Westerly, adjacent to lots 674 to 691, inclusive.

**Osmun Avenue:** Adjacent to lots 765, 788 thru 808 inclusive, 816 and 817,; Also that part of said Osmun Avenue South of Girard Avenue to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to lots 766, 841 thru 849 inclusive.

**Delton Avenue:** Delton Avenue from Girard Avenue South to the South line of “Northeastern Highway Subdivision No. 1”; adjacent to Lots 784 thru 787 inclusive and adjacent to lots 848 thru 850 inclusive.

**Woodside Avenue:** From Red Run Boulevard to the East line of “Northeastern Highway Subdivision No. 1”; Adjacent to lots 746, 747, 791, 792 and 808 thru 816 inclusive; also from Red Run Boulevard Westerly to Townley Avenue; Adjacent to lots 655 thru 659 inclusive and to lot 711.

**NORTH ACRES SUBDIVISION Liber 33, Page 22, O.C.R.**

**Parkdale Avenue:** From the Easterly Right of Way line of John R Road, Easterly to the East lines of Lots 32 and 51; Also the North half of Parkdale adjacent to Lot 50.

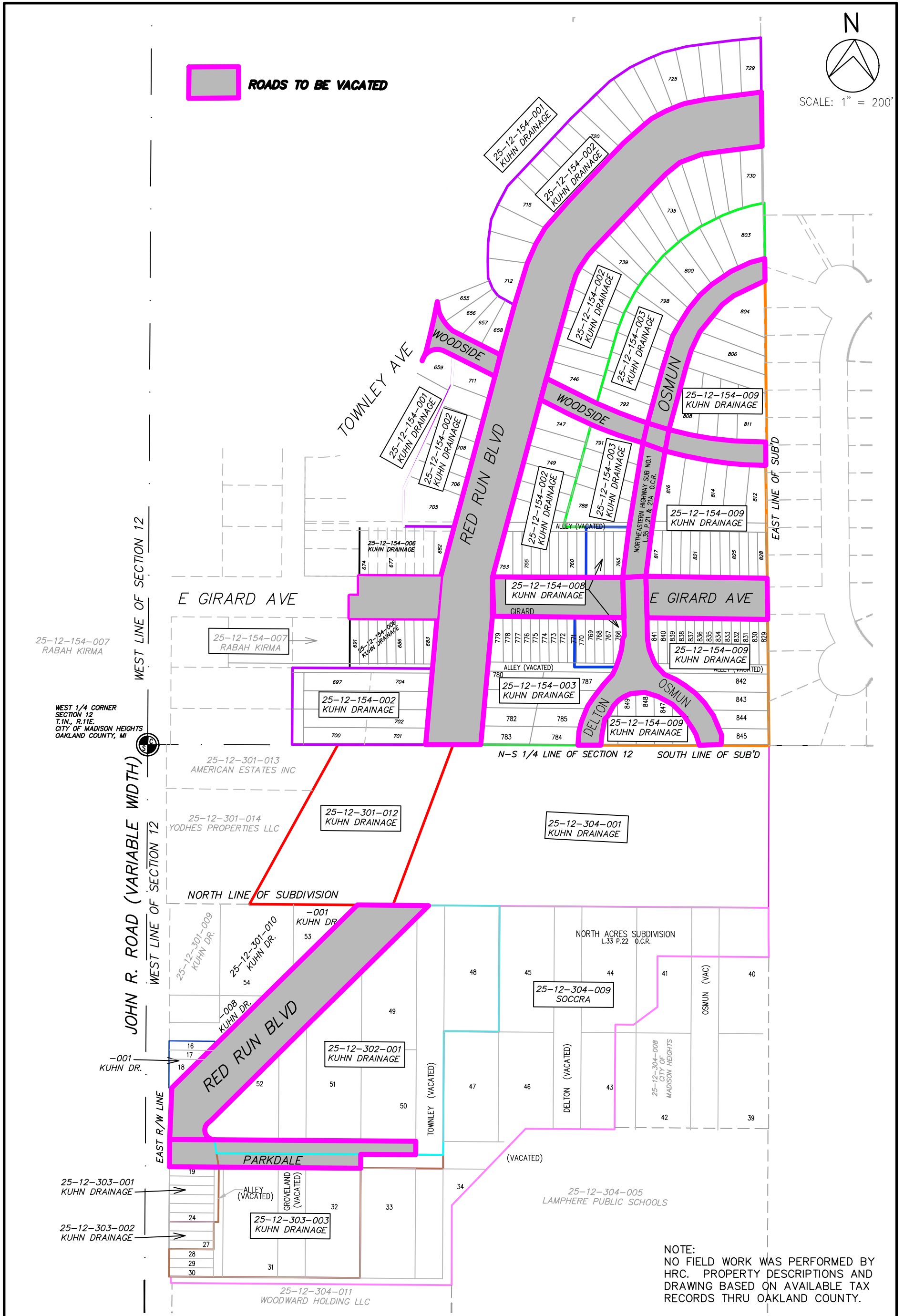
**Red Run Boulevard:** All of Red Run Boulevard located in the entire plat of “North Acres Subdivision”; Adjacent to lots 16 thru 18 inclusive, 49, 51, 52, 53, 54 and extending to the easterly right of way line of John R Road and also to the North line of “North Acres Subdivision”.





SCALE: 1" = 200'

**ROADS TO BE VACATED**



NOTE:  
NO FIELD WORK WAS PERFORMED BY HRC. PROPERTY DESCRIPTIONS AND DRAWING BASED ON AVAILABLE TAX RECORDS THRU OAKLAND COUNTY.

FIGURE NO.	JOB NO. 20250515
	DATE 04/05/26

**EXISTING PARCEL CONFIGURATION**

**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
 CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
 BLOOMFIELD HILLS, MICH.

P.O. BOX 824  
 48303-0824

PARCELS SHOWN ON THIS SHEET REPRESENT WHAT IS CURRENTLY SHOWN ON OAKLAND COUNTY TAX MAPS/TAX RECORDS.



OAKLAND  
COUNTY MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET

L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

EQUALIZATION DIVISION

March 3, 2009

Mr. Joseph W. Colaianne  
Office of the Oakland County Water  
Resources Commissioner  
One Public Works Drive  
Waterford, MI 48328-1907

Dear Mr. Colaianne:

It has been brought to my attention that a few of our tax descriptions in the City of Madison Heights within the George W. Kuhn drainage area are in error. I have been working closely with Jeff Parrott and Paul Dove to correct this problem. We are attempting to consolidate approximately 21 current tax descriptions into 3 new descriptions. These new tax descriptions would then reflect accurate descriptions and ownership information for the area of the drain lying east of John R road and South of 13 mile road. In order to achieve this task there are roads within the area that need to be vacated through the City of Madison Heights. I was informed by Jeff and Paul that you would be the person to request this action.

The roads that need vacating are as follows:

**NORTH ACRES SUBDIVISION**

- Parkdale Avenue adjacent to lots 19, 31, 32, 50, 51 & 52 and extending to the easterly right-of-way line of John R road.
- Red Run Boulevard adjacent to lots 18, 49, 51, 52 & 53 and extending to the easterly right-of-way line of John R road.

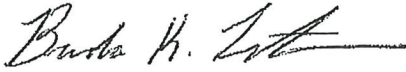
**NORTHEASTERN HIGHWAY SUBDIVISION NO. 1**

- Red Run Boulevard adjacent to lots 658, 682, 683, 701 thru 753 inclusive and 779 thru 783 inclusive.
- Girard Avenue adjacent to lots 674 thru 691 inclusive, 753 thru 779 inclusive and 817 thru 841 inclusive.
- Osmun Avenue adjacent to lots 765, 788 thru 808 inclusive, 816 and 817.
- Woodside Avenue South adjacent to lots 655 thru 659 inclusive, 711, 746, 747, 791, 792 and 808 thru 816 inclusive.

March 3, 2009

If you have and question or require any further information from me please do not hesitate to call me at 248-975-9501. Thank you very much for your attention to this matter.

Sincerely,



Brenda K. Firestine

Supervisor-Land Descriptions and mapping

# NORTHEASTERN HIGHWAY SUB'N NO. 1

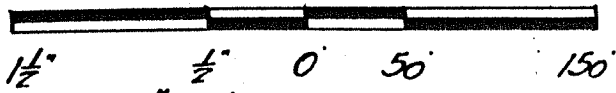
PART OF THE W 1/2 OF THE N.W 1/4 OF SECTION 12  
T. 1 N., R. 11 E., ROYAL OAK TOWNSHIP

OAKLAND CO. MICHIGAN

Feb 18-1925  
J. P. Hannon

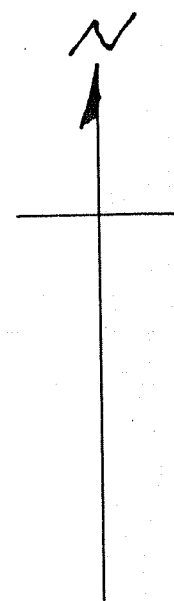
SHEET #1 OF TWO SHEETS

Item 2.  
Clerk of Court  
1925



Scale 1"=100'  
All dimensions are in feet and decimals thereof.

HARRY L. HUDSON  
REGISTERED CIVIL ENGINEER  
507 FINE ARTS BLDG.  
DETROIT



**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS. That we, Robert M. Geddis as proprietor, and Christine Geddis, his wife, have caused the land embraced in the annexed plat to be surveyed, laid out, and platted, to be known as "Northeastern Highway Sub. No. 1" of part of the W 1/2 of the N.W 1/4 of Sec. 12, T. 1 N. R. 11 E. Royal Oak Twp., Oakland Co. Mich., and that the streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Signed and sealed in the presence of  
Sydney Sarason  
Verna Zink

Robert M. Geddis (P.S.)  
Christina Geddis (L.S.)

STATE OF MICHIGAN  
County of Wayne

On this 17th day of February, 1925, before me a Notary Public in and for said county, personally came the above named Robert Geddis and Christina Geddis, his wife, known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

Verna Zink  
Notary Public Wayne County, Michigan  
My Commission expires Dec 18th, 1928

Surveyor's Certificate  
I hereby certify that the plat hereon delineated is a correct one, and that permanent monuments, consisting of iron bars 1/2" x 15" have been planted at points marked thus "O" as thereon shown at all angles in the boundaries of the land platted, and at all intersections of streets or streets and alleys.

Harry L. Hudson  
Registered Civil Engineer

**DESCRIPTION**

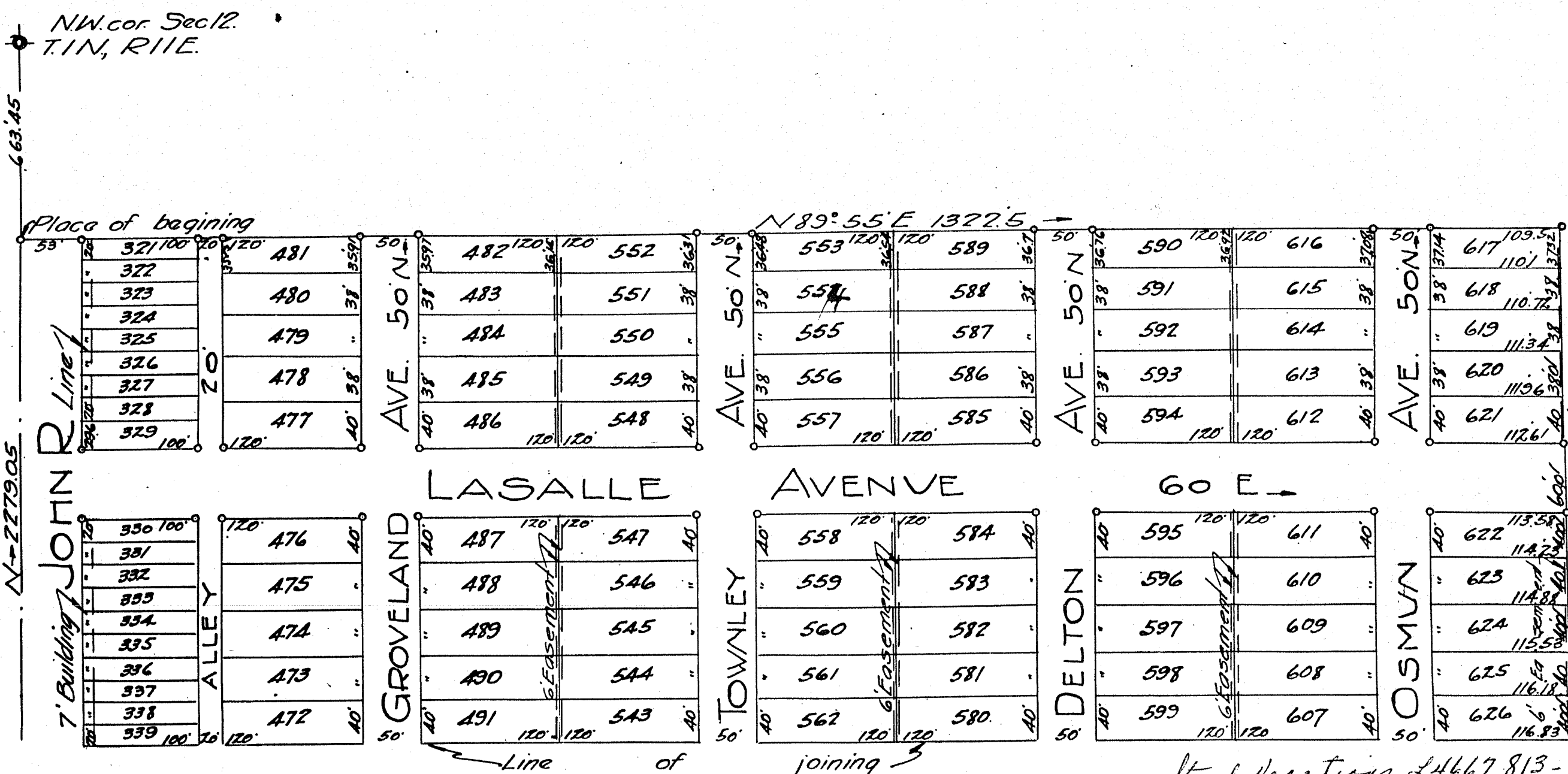
The land embraced in the annex plat of "Northeastern Highway, Sub. No. 1" of part of the W 1/2 of the N.W 1/4 of Sec. 12, T. 1 N. R. 11 E., Royal Oak Twp., Oakland Co., Mich., is described as follows:  
Beginning at a point on west line of said section 12, 645.14' south of the Northwest corner of Section 12, T. 1 N. R. 11 E., Royal Oak Twp., Oakland Co., Michigan, thence N. 89° 55' E. 1322.5'; thence S 0° 56' E. 217.45'; thence S 2° 44' W. 1359.14'; thence N. 22° 56' W. 101.05', to the place of beginning.

**TOWNSHIP APPROVAL**

This plat was approved by the Township Board of the Township of Royal Oak at a meeting held January 15, 1924  
Roy Root  
Twp. Clerk

This plat was approved on the 17th day of February, 1925, by  
Edmund P. Rousseau Auditor  
Fred Humberger Auditor

Feb 17, 1925 11 35  
Kate Avery 21



Vacate Alley S. of Street from Groveland to pt approx  
224 ft E of Osmon adj. lots 683-697, 704, 716-730, 737  
829-842 L. 5620 P. 835 2/18/21

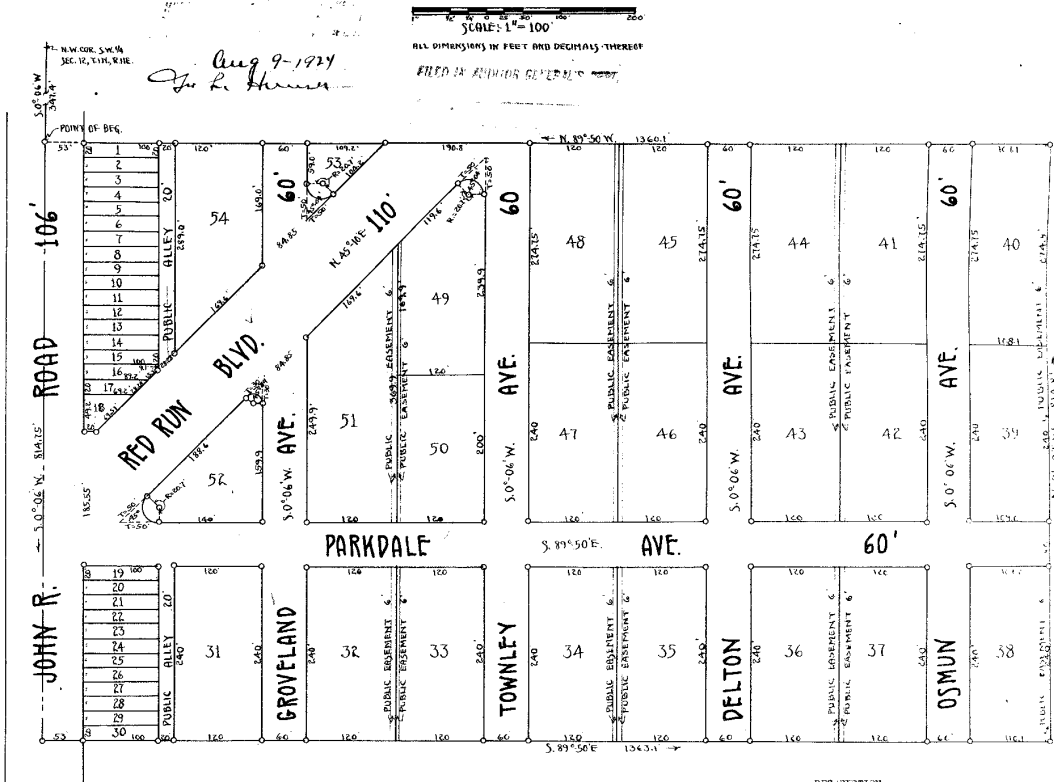
Street Vacations 24667 813-12/18/24  
Vacate N.W. ally adj. lots 321-409 + 439-481  
Vacate Alley loc. 719 Street from E of John R. R.R.  
To pt approx 244 ft E of Osmon - adj. lots 434-440, 644-662  
Lots 452-745, 788, 812-828 L. 5620 P. 834 2/18/21  
Re-attached 5626-834 & 5755-301=10-27-21



# "NORTH ACRES SUBDIVISION"

PART OF N.W. 1/4 OF S.W. 1/4 SEC. 12, T. 1 N., R. 11 E.  
OAKLAND COUNTY, MICHIGAN

Aug 11 1924  
J. K. Hume



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the Northern Construction Co., a Michigan corporation by C. K. Beridge, President and Linda Bessak, Secretary, as proprietors and the Royal Oak Savings Bank, a Michigan corporation, by G. A. Lehman, President and E. D. Skinner, Cashier, as mortgagees have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as "North Acres Subdivision", Part of N. W. 1/4 of S. W. 1/4 Sec. 12, T. 1 N., R. 11 E., Oakland County, Michigan and that the streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Signed and sealed in Presence of:  
The Northern Construction Co.  
C. K. Beridge, President  
Linda Bessak, Secretary  
The Royal Oak Savings Bank  
G. A. Lehman, President  
E. D. Skinner, Cashier

STATE OF MICHIGAN  
County of Oakland

On this 29th day of July, 1924 before me a Notary Public in and for said county appeared C. K. Beridge and Linda Bessak to me personally known who being each by me duly sworn did say that they are the President and Secretary respectively of the Northern Construction Co., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said G. A. Lehman and E. D. Skinner acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 15th 1928  
Notary Public, Oakland County, Michigan

STATE OF MICHIGAN  
County of Oakland

On this 29th day of July, 1924 before me a Notary Public in and for said county appeared G. A. Lehman and E. D. Skinner to me personally known who being each by me duly sworn did say that they are the President and Cashier respectively of the Royal Oak Savings Bank, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said G. A. Lehman and E. D. Skinner acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 15th 1928  
Notary Public, Oakland County, Michigan

Recorder's Office  
Oakland County  
This instrument was received for record  
AUG 13 1924 at 3:50 o'clock P.M.  
and recorded in Liber 33  
of Plate 6009 on page 22  
J. K. Hume, Registrar

### DESCRIPTION

The land embraced in the annexed plat of "North Acres Subdivision" is that part of the N. W. 1/4 of S. W. 1/4 Sec. 12, T. 1 N., R. 11 E., Oakland County, Michigan as follows: beginning at a point on the west line of Sec. 12, T. 1 N., R. 11 E., Oakland County, Michigan said point being 366.4 feet from the S.W. corner of the S. W. 1/4 of said Sec. 12, thence S. 74° 45' 45" E. 100.0 feet to a point 136.1 feet to the S.W. corner of the S. W. 1/4 of said Sec. 12, thence S. 74° 45' 45" E. 100.0 feet to a point 166.1 feet to the point of beginning.

### SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct and true and permanent monument consisting of iron pipes, 7/8" diameter, set in concrete and marked four (4) as shown shown at all angles in the boundaries of the land shown and at all intersections of streets or streets and alleys.

J. K. Hume  
Registered Civil Engineer

### TOWNSHIP APPROVAL

This plat was approved by the Township Board of Royal Oak Township, Oakland County, Michigan at a meeting held July 31, 1924

Raymond  
Township Clerk

Official County Treasurer's Receipt  
88085  
The sum of FIVE DOLLARS  
has been received from  
J. K. Hume  
July 31 1924

The plat was approved on the 31st day of July 1924  
Auditor  
Notary

33-22

---

**ARTICLE IV. VACATION OF STREETS, ALLEYS, ETC.<sup>1</sup>**

**Sec. 23-109. Streets and alleys—Procedure upon petition of one hundred percent of adjoining property owners.**

Whenever the owners of property adjoining a street or alley within the city shall file a petition with the city council asking the council to vacate said street or alley and when said petition is signed by 100 percent of the adjoining owners, the city council may refer the petition to the plan commission for study and report to the council. When said plan commission has filed its report with the council concerning the vacation of said street or alley, the council may by resolution confirm or reject the recommendation contained in such report. In the event the council deems it advisable to vacate said street or alley, it shall adopt a resolution and shall appoint a time not less than four weeks thereafter when the council will meet to hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. If on the date of such hearing no objections are filed, the street or alley or any part thereof may be vacated and the resolution vacating such street, alley or any part thereof adopted.

(Code 1958, § 7-131; Ord. No. 110, § 1, 10-15-58; Ord. No. 233, § 1, 10-14-63)

**Sec. 23-110. Same—Procedure upon petition by less than one hundred percent of adjoining property owners or upon council action.**

When the petition to vacate is signed by less than 100 percent of the adjoining owners or when the council shall deem it advisable to vacate, discontinue or abolish any street, alley or any part thereof, the council shall by resolution so declare and by said resolution shall refer the proceedings to the plan commission for study and report. The plan commission shall order a public hearing thereon and upon a favorable report to the council advising said vacation the said council shall by resolution appoint a time not less than four weeks thereafter when it will meet and hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. In the event objections to such proposed action shall be filed with the clerk in writing the said street, alley or any part thereof shall not be vacated or discontinued, except by a vote of two-thirds of the members of the council elect.

(Code 1958, § 7-132; Ord. No. 110, § 1, 10-15-58)

**Sec. 23-111. Same—Easement may be reserved.**

Whenever the city council shall by resolution vacate any street, alley or any part thereof, it may, in the same resolution, reserve an easement therein for public utility purposes with the right-of-way of any such street or alley so vacated.

(Code 1958, § 7-135; Ord. No. 110, § 1, 10-15-58)

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<sup>1</sup>Charter reference(s)—Specific authority to vacate streets, Ch. 2, § 2.2(d).

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**Sec. 23-112. Easements; procedure.**

Whenever the owners of a majority of frontage of property adjoining and abutting a public easement within the city shall file a petition with the city council asking that said easement be vacated, or in the event it is deemed advisable by the council to vacate any public easement, the city council shall refer the question of the vacating of such easement to the plan commission for study, and hold a public hearing and send a report to the council. Notice of such public hearing shall be sent to all public utilities servicing the city, and to the engineering and public works departments of the city. In the event no objections to the vacation of easement are made by said public utilities, and the vacation is approved by the engineering and public works departments of the city, the plan commission may recommend its approval to the council. The council may thereafter declare by resolution that it is deemed advisable to vacate said public easement and in said resolution shall appoint a time not less than four weeks thereafter when the council will meet and hear objections thereto. Notice of such meeting shall be given by publication in such newspaper circulating within the city as the council may direct from time to time. Upon such hearing, if no objections are received, the public easement may be vacated and a resolution vacating such easement may be adopted.

(Code 1958, § 7-133; Ord. No. 162, § 1, 8-8-60)

**Sec. 23-113. Recordation with register of deeds effects council resolution.**

Upon the resolution of vacation of a street, alley, easement or any part thereof becoming effective the city clerk shall within 30 days, forward to the state treasurer and record with the register of deeds a certified copy of said resolution, together with his certificate giving the name or names of any plat, subdivision or addition affected by such resolution and such resolution shall have no force or effect until so recorded.

(Code 1958, § 7-130; Ord. No. 162, § 2, 8-8-60)

State law reference(s)—Similar provisions as to platted areas, MSA 26.430(256), (257).

**Sec. 23-114. Recordation with city clerk; prima facie evidence.**

Every resolution discontinuing or vacating any street, alley or any part thereof shall be recorded in a book of street records to be maintained by the city clerk and the records therein shall be prima facie evidence of all matters therein set forth.

(Code 1958, § 7-134; Ord. No. 110, § 1, 10-15-58)

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City Council for the City of Madison Heights** will hold a public hearing in the **City Council Chambers of the Municipal Building at 300 W. 13 Mile Road**, Madison Heights, Oakland County, Michigan 48071 on **Tuesday, May 26<sup>th</sup>, 2026 at 6:30 p.m.** to consider the following request:

**(A) Case # PEE 26-01 – Unimproved Street Right of Way Vacations:**

REQUEST: The City of Madison Heights Community & Economic Development Department has received a request to vacate a number of unimproved street rights-of-way located adjacent to and within the Red Oaks Golf Course on the east side of John R Road, north of Dartmouth Street (TM# 44-25-12-302-001). Red Oaks Golf Course is operated and maintained by Oakland County Parks, but the underlying property is owned by the George W Kuhn Drainage District/Oakland County Water Resources Commissioner (WRC).

Portions of the following unimproved rights-of-way are proposed to be vacated:

- Red Run Boulevard (ROW width 120 ft.)
- Girard Avenue (86 ft.)
- Osmun Avenue (50 ft.)
- Delton Avenue (50 ft.)
- Woodside Avenue (50 ft.)
- Parkdale Avenue (60 ft.)

The application and any supporting documents can be viewed during regular business hours at the Community & Economic Development Department. In addition, the agenda items can be viewed online at [www.madisonheightsmi.gov](http://www.madisonheightsmi.gov) in the Agenda Center after 4:00 p.m. on the Friday before the meeting.

If you are unable to attend the meeting, you can send your comments via email to: [MLonnerstater@madisonheightsmi.gov](mailto:MLonnerstater@madisonheightsmi.gov) and your comment will be read into the record at the meeting. Written comments may also be mailed prior to the meeting to 300 West Thirteen Mile Road, Madison Heights, Michigan, 48071. All comments will be heard at the meeting.

MADISON HEIGHTS COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT  
(248) 583-0831

Madison Park News  
May 6<sup>th</sup>, 2026

**City of Madison Heights  
RESOLUTION SUPPORTING NATIONAL PUBLIC WORKS MONUMENT  
May 26, 2026**

In honor of public works week, the City of Madison Heights, Michigan recognizes the vital role that public works professionals have played in building and maintaining the infrastructure that sustains our communities and our nation. To honor these contributions, a proposal has been advanced to create a National Public Works Monument in Muskegon, Michigan. This resolution affirms support for that initiative.

**WHEREAS**, the Midwest Branch of the Michigan Chapter of the American Public Works Association initiated a discussion about establishing a National Public Works Monument to honor the people who have built our public infrastructure in America; and

**WHEREAS**, the onset of COVID-19 and overall transition within the industry placed a pause on this effort, which is now reborn with new energy in 2026; and

**WHEREAS**, an abstract conceptual design and budget have been updated, and the City of Muskegon, Michigan has agreed to the placement of the Monument on the shore of Lake Michigan; and

**WHEREAS**, the next step for the Monument Committee is to secure formal support from the entities around the nation including Road Commissions, Counties, Cities and Townships that oversee Public Works Professionals;

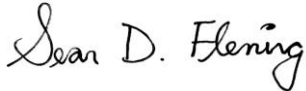
**NOW, THEREFORE, BE IT RESOLVED** that the City of Madison Heights, Michigan endorses the concept of a National Public Works Monument to be constructed in Muskegon, Michigan, to honor the industry, its accomplishments, and the lives of those who have built this great country.



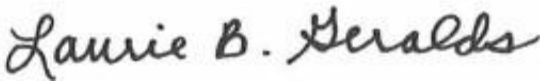
Toya Aaron  
Councilwoman



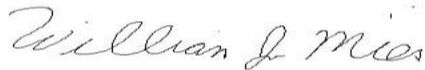
Corey K. Haines  
Mayor



Sean D. Fleming  
Councilman



Laurie B. Geraldts  
Councilor



William J. Mier  
Mayor Pro Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 05/26/2026

**PREPARED BY:** Vanessa Verdun-Morris, Library Director

**AGENDA ITEM CONTENT:** LSTA Public Library Services Grant

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** 0

**FUNDS REQUESTED:** 0

**FUND:** 101-021-528-5288 / 101-790-981-000

**EXECUTIVE SUMMARY:**

Library was awarded LSTA Public Library Services Grant of \$1500 the purchase of chromebooks and cases for public use.

**RECOMMENDATION:**

City Council should amend the following budget lines by \$1500 for FY26.

Revenue:

101-021-528-5288 Federal Grant – Other for revenue

Expenditures:

101-790-981-0000 Library Computer Equipment



STATE OF MICHIGAN  
DEPARTMENT OF EDUCATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

GLENN MALEYKO, Ph.D.  
STATE SUPERINTENDENT

April 27, 2026

**GRANT AWARD NOTIFICATION**

Vanessa Verdun-Morris, Director  
Madison Heights Public Library  
240 West 13 Mile Road  
Madison Heights, MI 48071-1804

Dear Ms. Verdun-Morris:

The Michigan Department of Education (MDE) is pleased to inform you that the Madison Heights Public Library has been approved for an LSTA Public Library Services Grant in the amount of \$1500. Funding for this program has been authorized by the Museum and Library Services Act of 2018. The enclosed grant award notification will provide details regarding the grant award and fiscal requirements.

Acceptance of this award obligates the library to carry out the program in accordance with the approved application. Any modification to an approved activity or budget must be approved by the Michigan Department of Education prior to enactment.

Congratulations on the success of your grant application. Questions about your grant may be directed to Karren Reish, Library of Michigan, at 517-241-0021 or reishk@michigan.gov.

Sincerely,

Glenn Maleyko, Ph.D.  
State Superintendent

Enclosures

STATE BOARD OF EDUCATION

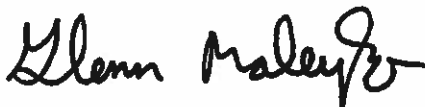
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**MICHIGAN DEPARTMENT OF EDUCATION**

608 W. Allegan P.O. Box 30008  
Lansing, Michigan 48909

Item 4.

**GRANT AWARD NOTIFICATION**

<p><b>1 Recipient Entity Name and Address:</b></p> <p>Madison Heights Public Library 240 West 13 Mile Road Madison Heights, MI 48071-1804</p> <p><b>District/Recipient Code:</b> NA</p>	<p><b>5 Recipient Business Contact:</b></p> <p><b>Name:</b> Vanessa Verdun-Morris <b>Position:</b> Grant Administrator <b>Telephone:</b> (248) 588-7763 <b>Email:</b> vverdun-morris@madisonheightsmi.gov</p>									
<p><b>2 Award Information</b></p> <p><b>Grant Title:</b> LSTA Public Library Services Grant</p> <p><b>Fiscal Year:</b> 2025-2026</p> <p><b>Funding Source (check one):</b>  <input checked="" type="checkbox"/> Federal   <input type="checkbox"/> State   <input type="checkbox"/> Other:</p> <p><b>Subaward Type (select):</b> Competitive</p> <p><b>Grant Number – Project Number:</b> NA-</p> <p><b>Grant Code:</b></p>	<p><b>6 Authorized Funds:</b></p> <table border="0"> <thead> <tr> <th></th> <th align="center"><b>Date:</b></th> <th align="center"><b>Amount:</b></th> </tr> </thead> <tbody> <tr> <td>Original Approved Amount:</td> <td align="center">4/27/2026</td> <td align="center">\$1500</td> </tr> <tr> <td>Amendments:</td> <td></td> <td></td> </tr> </tbody> </table> <p><b>Current Authorized Amount:</b> \$1500</p>		<b>Date:</b>	<b>Amount:</b>	Original Approved Amount:	4/27/2026	\$1500	Amendments:		
	<b>Date:</b>	<b>Amount:</b>								
Original Approved Amount:	4/27/2026	\$1500								
Amendments:										
<p><b>3 Report Due Dates:</b></p> <p><b>Final Expenditure Report:</b> 7/31/2026</p> <p><b>Final Performance Report:</b> 8/31/2026</p>	<p><b>7 Expenditure Period:</b></p> <p><b>Beginning date:</b> 4/27/2026</p> <p><b>Ending date:</b> 6/30/2026</p>									
<p><b>4 MDE Program Staff Contact:</b></p> <p><b>Name:</b> Karren Reish <b>MDE Office:</b> Library of Michigan <b>Telephone:</b> 517-241-0021 <b>Email:</b> reishk@michigan.gov</p>	<p><b>8 Method of Obtaining Payment:</b></p> <p>Other Request online at <a href="https://bbgmapply.yourcausegrants.com/apply/applications">https://bbgmapply.yourcausegrants.com/apply/applications</a></p> <p><b>Payment Contact:</b></p> <p>Same as MDE Program Staff</p>									
<p><b>9 Legislative Authority Pertaining to Award:</b></p> <p>Museum and Library Services Act of 2018, P.L. 115-410 - <a href="https://www.ims.gov/sites/default/files/mlsa_2018_asamended.pdf">https://www.ims.gov/sites/default/files/mlsa_2018_asamended.pdf</a></p>										
<p><b>10 Authorizing Official: Glenn Maleyko, Ph.D., State Superintendent</b></p> <p align="center"></p> <p align="right"><b>Date:</b> 4/27/2026</p>										

	<b>The following information pertains to federal subawards for MDE subrecipients.</b>	
<b>11</b>	<b>RECIPIENT INFORMATION:</b> <b>UEI Number:</b> EGY3GJKYGZ83 <b>UEI Name:</b> Madison Heights Public Library <b>Indirect Cost Rate:</b> 15%	
<b>12</b>	<b>FEDERAL AWARD INFORMATION</b>  <b>Federal Awarding Agency:</b> Institute of Museum and Library Services <b>Pass-through entity:</b> Michigan Department of Education (MDE) <b>Identification Number (FAIN):</b> LS-259181-OLS-25 <b>Total Amount of Federal Award to MDE:</b> \$ 4,781,545.00 <b>Federal Award Signature Date:</b> 6/10/2025 <b>Description:</b> The Grants to States Program provides funds to State Library Administrative Agencies (SLAAs). SLAAs may use federal funds to support statewide initiatives and services; they also may distribute funds through subgrant competitions or cooperative agreements to libraries in their state.	
<b>13</b>	<b>ASSISTANCE LISTING NUMBER/CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)</b>  <b>Assistance Listing Number/CFDA Number:</b> 45.310 <b>Assistance Listing Title/CFDA:</b> State Library Program <b>Assistance Listing Number Website/CFDA:</b> Go to sam.gov, enter the above number in "Keyword or Program Number" and press "Search." Open the file with the correct CFDA/Assistance Listing Number.	
<b>14</b>	<b>ADDITIONAL REGULATIONS PERTAINING TO AWARD:</b>  2 CFR PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Education Department General Administrative Regulations (EDGAR) as applicable.	
<b>15</b>	<b>ADDITIONAL REQUIREMENTS:</b>  A fiscal agency that expends \$1,000,000 or more of federal funds during its fiscal year is required to have a Single Audit performed for that year. The single audit will be submitted by November 1 of the following year to meet the federal requirements. [2 CFR section 200.501]  The grant recipient must permit MDE and auditors to have access to its records and financial statements as necessary to meet audit requirements.  <b>SPECIFIC AWARD CONDITIONS:</b>  The grant recipient must follow the Public Library Services Grant Administration Manual at <a href="http://www.michigan.gov/lsta">www.michigan.gov/lsta</a> .  <b>CLOSEOUT TERMS AND CONDITIONS:</b>  The grant recipient is required to submit project and financial reports by the deadlines indicated in box 3 of this Grant Award Notification.	
<b>16</b>	<b>NOTICES:</b> Research & Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

City Council Special Meeting  
Madison Heights, Michigan  
May 11, 2026

A City Council Special Meeting was held on Monday, May 11, 2026 at 6:00 PM at City Hall - Lindell Ross Executive Conference Room, 300 W. 13 Mile Rd.

PRESENT

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

PRESENT

City Manager Melissa Marsh  
City Attorney Larry Sherman  
Special Labor Counsel Brandon Fournier  
Assistant City Attorney Tim Burns  
Human Resources Director Christina McCaskey

**MEETING OPEN TO THE PUBLIC**

There were no members of the public wishing to speak.

**CM-26-102. Closed Session - Attorney/Client Privileged Communication and Labor Negotiations which are exempt from disclosure as provided for under Section 8 of the Open Meetings Act.**

Motion to enter into Closed Session to discuss Attorney/Client Privileged Communication and Labor Negotiations which are exempt from disclosure as provided for under Section 8 of the Open Meetings Act.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**ADJOURNMENT**

Having no further business, Mayor Haines adjourned the Special Meeting at 6:08 p.m.

City Council Regular Meeting  
Madison Heights, Michigan  
May 11, 2026

A City Council Regular Meeting was held on Monday, May 11, 2026 at 6:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

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

ALSO PRESENT

City Manager Melissa Marsh  
City Attorney Larry Sherman  
Community Economics Director Giles Tucker  
Finance Director/Treasurer Linda Kunath  
Police Chief Brent LeMerise  
Deputy City Clerk Phommady A. Boucher

The invocation was given by Councilor Gerald and the Pledge of Allegiance followed.

**CM-26-103. Appointment of Acting City Clerk.**

Motion to appoint Deputy City Clerk Boucher as the Acting City Clerk for tonight's City Council meeting.

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

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

Motion carried.

**CM-26-104. Addition to the Agenda.**

Motion to approve the agenda with the additions to Reports as Item 11A tentative agreement effective July 1, 2026 - June 30, 2029 for the International Association of Firefighters (IAAF) Local 1357 and item 11B tentative agreement effective July 1, 2026 - June 30, 2029 for the Police Command Officers Union.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**PUBLIC HEARINGS:**

Mayor Haines opened the public hearing at 6:38 p.m. to hear comments on 28220 John R Road.

There being no comments on 28220 John R Road, Mayor Haines closed the public hearing at 6:39 p.m.

**CM-26-105. 28220 John R Rd Brownfield Plan.**

**RESOLUTION APPROVING A BROWNFIELD PLAN**

**Under Public Act 381 of 1996,**

**as Amended for 28220 JOHN R LLC**

**WHEREAS**, the Brownfield Redevelopment Authority of the City of Madison Heights (the "Authority"); pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has reviewed, adopted and recommended for approval by the Madison Heights City Council, a Brownfield plan (the "Plan"), as described on Exhibit "A", attached hereto and incorporated by reference, for property located at 28220 John R Road (tax identification number 44-25-13-106-013); and

**WHEREAS**, the Madison Heights City Council has, at least ten (10) days before the meeting of the Council at which this resolution has been considered, provided notice to and fully informed the taxing jurisdictions that levy taxes subject to capture within the site (the "Taxing Jurisdictions") about the fiscal and economic implications of the Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 13(13) of the Act; and

**WHEREAS**, the Madison Heights City Council has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and will not require the Authority to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;

E. The amount of captured taxable value estimated to result from adoption of the plan is reasonable.

F. Subject to approval and minor modifications by the City Attorney.

**WHEREAS**, as a result of its review of the Plan, and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Madison Heights City Council desires to proceed with approval of the Plan.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1. Plan Approved. Pursuant to the authority vested in the Madison Heights City Council, by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" to this Resolution.
- 2. Severability. Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
- 3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Motion to adopt a resolution to the Brownfield Plan for 28820 John R Road as presented and to authorize the Mayor and Acting City Clerk for this meeting to sign the Reimbursement Agreement following the City Attorneys review.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

Mayor Haines opened the public hearing at 6:44 p.m. to hear comments on FY 2027 Budget Resolution and Tax Levy.

There being no comments on FY 2027 Budget Resolution and Tax Levy, Mayor Haines closed the public hearing at 6:45 p.m.

**CM-26-106. Fiscal Year 2027 Budget Resolution and Tax Levy.**

**ADOPTED FY 2026-27 Budget Resolution**

**A RESOLUTION TO ADOPT A BUDGET FOR MUNICIPAL PURPOSES FOR THE CITY OF MADISON HEIGHTS FOR THE FISCAL YEAR 2026-27 TO APPROPRIATE FUNDS FOR SAID PURPOSES AND TO PROVIDE FOR A LEVY OF TAXES FOR SAID BUDGET APPROPRIATIONS**

**WHEREAS**, in accordance with Section 8.4 of the Charter of the City of Madison Heights, it is provided that the City Council shall adopt a budget for the fiscal year,

appropriate funds for said purposes and provide for a levy of taxes for said Budget appropriations; and

**WHEREAS**, on May 11, 2026, a public hearing was held in accordance with Section 8.3 of the Charter of the City of Madison Heights, and the statutes of the State of Michigan for the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. That the Budget hereto as Exhibit “A” is hereby adopted.
2. That the amounts set forth in said Budget are hereby appropriated for the purposes stated therein.
3. That 24.9022 mills per \$1,000 State Taxable Valuation on the real and personal property in the City of Madison Heights be levied to provide funds for said Budget for municipal purposes:
  - General Operating 13.5384
  - Solid Waste 2.3984
  - Police & Fire Retiree Benefits 6.5015
  - Neighborhood Road Improvements 1.8131
  - Senior Citizens 0.4305
  - Chapter 20 Drain Debt 0.1786
  - Publicity 0.0417
  - Total 24.9022
4. That the City of Madison Heights approves the imposition, by the City Treasurer, of a one percent (1%) property tax administration fee for all property taxes levied in Fiscal Year 2026-27 and for the imposition of a late penalty charged, when applicable, in accordance with Public Act 1982, specifically Michigan Compiled Laws, Section 211.44(7).
5. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for the operation of the Police and Fire Pension System.
6. That the City of Madison Heights assigns the authority to the City Manager and/or Finance Director to assign amounts for fund balance to be used for specific purposes.
7. That the City of Madison Heights approves and establishes Department Fee schedule, set forth in Exhibit “B”. Water and Wastewater Charges were approved at meeting of March 9, 2026.
8. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for principal and interest for the Chapter 20 Drain Debt Obligations.
9. That the City of Madison Heights approves the levying of taxes for Publicity, Recreation, and Advertising promotion, pursuant to Act 359 of 1925, otherwise

known as MCL 123.881, to be levied starting with the 2026 tax year; and recognizing that the total amount to be recovered will not exceed \$50,000.00 in any one year.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout the Budget, and all transfers between appropriations may be made only by further action of the Council, pursuant to the provisions of the Michigan Uniform Accounting and Budget Act.

Motion to approve the FY 2027 Budget Resolution. City Charter Section 7.6 (b) requires a super majority of five votes to appropriate funds and set the tax rate for the Budget.

Motion made by Councilwoman Aaron, Seconded by Mayor Pro Tem Mier.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**MEETING OPEN TO THE PUBLIC:**

**Martha Covert** presented a flag celebrating the country's 250th anniversary and requested it be flown between the upcoming festival and the 4th of July.

**Katherine Chambers** requested "No Parking" signs near her driveway at Forest and Lennox due to apartment parking obstructions and asked for additional trees at Edison Park.

**Police Chief Brent LeMerise** thanked the Council for recognizing National Police Week.

**Daniel Bucksbaum** expressed gratitude for the Jewish American Heritage Month proclamation.

**Deputy City Clerk Phommady A. Boucher** read into record an email from Kevin Trabuchi regarding a car wash at John R and Parker, which was made part of the official meeting record.

**CM-26-107. Consent Agenda.**

Motion to approve the agenda as presented.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

Mayor Haines read the Jewish American Heritage Month Proclamation into record and presented the certificate to Mr. Daniel Bucksbaum.

**CM-26-108. Jewish American Heritage Month Proclamation.**

Motion to proclaim the month of May 2026 as Jewish American Heritage Month.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

Mayor Haines read the 2026 National Police Week Proclamation into record and presented the certificate to MHPD Officer Justin Hartman.

**CM-26-109. 2026 National Police Week Proclamation.**

Motion to proclaim May 15, 2026 as Police Officers Memorial Day.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

Mayor Haines read the Professional Municipal Clerks Week Proclamation into record and presented the certificate to Deputy City Clerk Phommady A. Boucher.

**CM-26-110. Professional Municipal Clerks Week Proclamation**

Motion to proclaim last week, May 3-9, 2026, as Municipal Clerk’s Week in recognition of the city’s professional municipal clerk’s staff for their vital services and exemplary dedication they have to the citizens of the City of Madison Heights.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-111. Older Michigianians Day 2026 Resolution.**

Motion to resolve May 13, 2026 as Older Michigianian Day in support of advocacy efforts on behalf of Michigan’s older population and their ability to live independently with dignity.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-112. Kevin's Song Charitable Gaming License.**

Motion to approve the required Local Governing Body Resolution for Charitable Gaming Licenses for Kevin's Song.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-113. City Council Special Meeting Minutes of April 27, 2026.**

Motion to approve the City Council Special Meeting Minutes of April 27, 2026, as printed.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-114. City Council Regular Meeting Minutes of April 27, 2026.**

Motion to approve the City Council Regular Meeting Minutes of April 27, 2026, as printed.

Motion made by Mayor Pro Tem Mier, Seconded by Councilwoman Aaron.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-115. City Council Ethics Policy.**

Motion to approve the City Council Ethics Policy as written.

Motion made by Councilor Rohrbach, Seconded by Mayor Pro Tem Mier.  
Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Gerald, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-116. Tentative agreement effective July 1, 2026 - June 30, 2029 for the International Association of Firefighters (IAF) Local 1357.**

Motion to approve a tentative agreement effective July 1, 2026 - June 30, 2029 for the International Association of Firefighters (IAF) Local 1357.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.  
 Voting Yea: Mayor Haines, Mayor Pro Tem Mier, Councilwoman Aaron, Councilman Fleming, Councilor Geraldts, Councilor Rohrbach, Councilor Wright

Motion carried.

**CM-26-117. Tentative agreement effective July 1, 2026 - June 30, 2029 for the Police Command Officers Union.**

Motion to approve a tentative agreement effective July 1, 2026 - June 30, 2029 for the Police Command Officers Union.

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

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

Motion carried.

**CM-26-118. VoIP Voice Over Internet Protocol Phone System.**

Motion to award the contract to UniVoxx for VoIP Phone System Equipment and Services for a five-year term in an amount not to exceed approximately \$110,164.20. (This includes a one-time implementation and equipment cost of \$3,450 and a monthly service cost of \$1,778.57, totaling approximately \$24,792.84 annually over the five-year term. The City currently pays approximately \$38,000 annually for phone services).

Motion made by Councilor Rohrbach, Seconded by Councilwoman Aaron.

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

Motion carried.

**COUNCIL COMMENTS:**

**Councilwoman Aaron** addressed traffic issues on 12 Mile Road and the no left turn during construction. America's 250th anniversary photography exhibit will be hosted and displayed at the Library. Wellness and Wisdom: Recharge, Reset, Restore: Self Care and Mental Health is on Wednesday, May 20, 2026, from 6:30 – 7:30 p.m. at the Library. Music Summer Concert series will be on Wednesdays; June 10<sup>th</sup>, June 17<sup>th</sup>, and June 24<sup>th</sup> from 7 – 8:30 p.m. at the Civic Center Park Bandshell.

**Mayor Pro Tem Mier** spoke about Little League Opening Day and the Madison Community Coalition hosting a Youth Recognition breakfast at the Active Adult Center. The Library and the Arts Board are working collaboratively on America's 250<sup>th</sup> anniversary photography exhibit.

**Councilor Wright** promoted the Paradise Eve Lantern Festival on Saturday, May 30, 2026, from 5 – 9 p.m. at Civic Center Park. The Arts and Pride Festival is on Sunday, June 7, 2026, from 1 – 5 p.m. at Civic Center Park. For the National Mental Health Month in May, Councilor Wright reminded everyone to “Be Kind.”

**City Attorney L. Sherman** shared a personal account of the attack at Temple Israel synagogue and emphasized the bravery of law enforcement.

**City Manager Marsh** highlighted the Proposal R-4 Neighborhood Road Millage and announced the following upcoming public engagement meetings at various times: June 13<sup>th</sup> at Civic Center Park; June 15<sup>th</sup> the Library; June 18<sup>th</sup> & 25<sup>th</sup> at Madison Early Childhood Center; June 28<sup>th</sup> at Civic Center Park; and June 29<sup>th</sup> at Active Adult Center.

**Deputy City Clerk Boucher** had no comments this evening.

**Councilor Rohrbach** promoted the Food Truck Rally on Saturday, May 16<sup>th</sup> from 1 – 3 p.m. at Civic Center Park and the Native Plant Sale on Sunday, May 24<sup>th</sup> from 2 – 5 p.m. at City Hall. Music Summer Concert series will be on Wednesdays; June 10<sup>th</sup>, June 17<sup>th</sup>, and June 24<sup>th</sup> from 7 – 8:30 p.m. at the Civic Center Park Bandshell.

**Councilor Gerald**s had no comments this evening.

**Councilman Fleming** requested a police review of parking on Forest Street and Stephenson Highway. He commended the police for a recent life-saving response at a local restaurant.

**Mayor Haines** briefly talked about Little League Opening Day, Older Michigania Day trip to Lansing on Wednesday, May 13<sup>th</sup>, and the Madison Community Coalition hosting a Youth Recognition breakfast. He attended the grand opening for Geotab USA on Stephenson Highway along with special guest Governor Gretchen Whitmer.

#### **ADJOURNMENT:**

Having no further business, Mayor Haines adjourned the meeting at 7:33 p.m.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 5/26/26

**PREPARED BY:** Linda A. Kunath

**AGENDA ITEM CONTENT:** Purchase service agreement for BS&A Cloud migration

**AGENDA ITEM SECTION:** Bid Awards/Purchases

**BUDGETED AMOUNT:** \$354,115.00

**FUNDS REQUESTED:** \$354,115.00

**FUND:** General Fund \$232,026.25, Water/Sewer \$114,768.75, DPS \$7,320.00

**EXECUTIVE SUMMARY:**

The City has utilized BS&A Software, LLC modules for over 25 years to record and process accounting records, billing, receiving, paying, and internal controls. BS&A is the predominant municipal software used in the State of Michigan, known for ease of use, integration of modules, and superior service support.

BS&A has migrated to Cloud and is phasing out the .Net platform. Cloud platform is expected to deliver workflow efficiency through shared workspaces, quicker processing, and AI enhancements, as well as provide a secure & encrypted web-based system, cybersecurity, disaster recovery and 2-factor-authentication. The migration cost was approved in the FY 2026-27 budget for BS&A module subscriptions and for professional services setup, training, and go-live assistance.

**RECOMMENDATION:**

Staff recommends that City Council approve the purchase of service agreement for migration to BS&A Cloud platform in the amount of \$354,115.00, pending legal review.



**CITY OF MADISON HEIGHTS**  
**MEMORANDUM**  
**FINANCE/TREASURER DEPARTMENT**

Item 7.

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**DATE:** May 16, 2026  
**TO:** Melissa R. Marsh, City Manager  
**FROM:** Linda A. Kunath, Finance Director/Treasurer  
**SUBJECT:** Purchase service agreement for migration to BS&A software Cloud platform

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The City of Madison Heights has utilized BS&A Software, LLC modules since the late 1990's. BS&A modules are the predominant software programs used by Cities, Villages, and Townships in the State of Michigan, known for ease of use, integration of modules, and superior customer service support. BS&A's software platform was originally Pervasive, which migrated to .NET, and is now being migrated to the Cloud. Migration to Cloud is expected to deliver workflow efficiency through shared workspaces, quicker processing, AI enhancements, as well as provide a secure and encrypted web-based system, cybersecurity, disaster recovery and 2 factor-authentication that all come with the Cloud.

BS&A stopped selling .NET nearly two years ago, has not added enhancements since that time, and anticipates "end of life" announcement in the next few years. Oakland County is expected to be fully upgraded to BS&A Cloud platform by 2028. There is an 8 to 10 month lead time for migration from .NET to Cloud.

The City currently utilizes 15 BS&A modules, including General Ledger, Cash Receipting, Accounts Payable, Utility Billing, Payroll, and Building Department. Two modules, Tax and Assessing, are currently limited license modules because Oakland County facilitated full license modules, hosts local community data, and coordinates property changes. Once communities migrate to the Cloud, the County will no longer assist in that way, so the purchase of full licenses is included in this purchase. Upon City Council approval of this purchase, the Finance Department will work with BS&A to coordinate with all City Departments on a migration plan, training, and implementation likely to occur in April, 2027.

The \$354,115.00 cost of BS&A migration to Cloud platform is included in FY 2026-27 budget for the subscriptions to BS&A modules, and professional services for setup, training, and go-live assistance. The City will only be charged for professional services provided. The proposed agreement is being reviewed by City Attorney Larry Sherman and City Manager Melissa Marsh. Staff recommends that City Council approve the purchase service agreement, pending legal review.

**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> City of Madison Heights, Oakland County MI	<b>Sponsor Contact:</b> [ ]
<b>Billing Address:</b> [ ]	<b>Sponsor Phone:</b> [ ]
<b>Accounts Payable Email:</b> [ ]	<b>Sponsor Email:</b> [ ]

**Platform and Fee Information**

<b>Effective Date:</b> [ ]	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$132,865 payable [annually].
The “ <b>Initial Subscription Period</b> ” shall begin the at the earlier date of activation of module(s) on Customer’s site or; <ul style="list-style-type: none"> <li>• One (1) year after the Effective Date for any new software modules</li> <li>• Ten (10) months after the Effective Date for any software modules upgrading from BS&amp;A’s .NET Platform</li> </ul>	
<b>Professional Services (if any):</b> \$221,250	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

**BS&A SOFTWARE, LLC**

**CITY OF MADISON HEIGHTS, OAKLAND COUNTY MI**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.12 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with [Section 7.1](#) (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications

hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 **Amendment and Modification.** No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 **Waiver.** No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 **Governing Law; Submission to Jurisdiction.** To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 **Export Regulation.** The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**EXHIBIT B**  
**PRICING SHEET**  
**(Based on Quote 2174 dated 1/23/2026)**

**Cost Summary**

*Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.*

**Upgrade - Cloud Modules – Annual Fee**

**Financial Management**

GL-General Ledger	\$8,920.00
AP-Account Payable	\$7,320.00
PO-Purchase Order	\$7,165.00
CR-Cash Receipting	\$8,075.00
AR-Account Receivables	\$6,865.00
FA-Fixed Assets	\$6,715.00
Total	\$45,060.00

**Personnel Management**

PR-Payroll	\$12,105.00
HR-Human Resources	\$8,465.00
Total	\$20,570.00

**Community Development**

BD-Building Department	\$14,485.00
BL-Business License	\$7,015.00
Total	\$21,500.00

**Property**

ASG-Assessing	\$11,445.00
TX-Tax	\$7,395.00
Total	\$18,840.00

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<b>Utility Billing</b>		
WO-Work Orders		\$7,320.00
UB-Utility Billing		\$14,115.00
	Total	\$21,435.00
<b>Subtotal</b>		<b>\$127,405.00</b>

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**New Purchase - Cloud Modules - Annual Fee**

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<b>Personnel Management</b>		
TS-Timesheets		\$5,460.00
	Total	\$5,460.00
<b>Subtotal</b>		<b>\$5,460.00</b>

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**BS&A Online** - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay  
With use of integrated Credit Card Processor

**Project Management and Implementation Planning**

- Services include:**
- Analyzing customer processes to ensure all critical components are addressed.
  - Creating and managing the project schedule in accordance with the customer's existing processes and needs.
  - Planning and scheduling training around any planned process changes included in the project plan.
  - Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
  - Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
  - Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
  - Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).
- Total** **\$84,450.00**

**Implementation and Training**

- \$1,425/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

**Services include:**

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

**Setup Days**

ITS Setup - FM	Setup Days: 4	\$5,700.00
ITS Setup - HRIS	Setup Days: 3	\$4,275.00
ITS Setup - CD	Setup Days: 4	\$5,700.00
ITS Setup - Property	Setup Days: 1	\$1,425.00
ITS Setup - UB	Setup Days: 3	\$4,275.00
<b>Total Setup Days: 15</b>		<b>Subtotal: \$21,375.00</b>

**Implementation and Training Days**

ITS Training - FM	Training Days: 11	\$15,675.00
ITS Training - HRIS	Training Days: 21	\$29,925.00
ITS Training - CD	Training Days: 20	\$28,500.00
ITS Training - Property	Training Days: 4	\$5,700.00
ITS Training - UB	Training Days: 15	\$21,375.00
<b>Total Training Days: 71</b>		<b>Subtotal: \$101,175.00</b>
<b>Total Days: 86</b>		<b>Total: \$122,550.00</b>

**Post-Go Live Assistance**

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,425/day; Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed	<b>Training Days: 10</b>	<b>\$14,250.00</b>
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**Cost Totals**

Upgrade Modules – Annual Fee	Subtotal	\$127,405.00
Cloud New Purchase – Annual Fee	Subtotal	\$5,460.00
Project Management	Subtotal	\$84,450.00
Implementation and Training	Subtotal	\$122,550.00
Post-Go Live Assistance	Subtotal	\$14,250.00

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**Total Proposed** **\$354,115.00**

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

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- \$160/\$185/\$225 per day hotel, varies by state
  - \$90 per day car rental
  - \$70 per day meals
  - \$730 per trip airfare/related expenses
  - \$0.70/mile round trip for drive distance
- 

<b>Payment Schedule</b>	
1 <sup>st</sup> Payment:	<b>\$84,450</b> to be invoiced July 1, 2026.
2 <sup>nd</sup> Payment:	<b>\$132,865</b> to be invoiced upon the subscription start date.
3 <sup>rd</sup> Payment:	<b>\$136,800</b> to be invoiced upon completion of training.