

# CITY OF MADISON HEIGHTS CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD. CITY COUNCIL REGULAR MEETING AGENDA JUNE 09, 2025 AT 7:30 PM

# CALL TO ORDER

## ROLL CALL

# INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR ROHRBACH APPROVAL OF THE AGENDA:

<u>1.</u> Additions/Deletions

## PRESENTATIONS

# **PUBLIC HEARINGS:**

2. Finance Director - MERS Defined Contribution Withdrawal and Transfer Agreement

# ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

# **MEETING OPEN TO THE PUBLIC:**

## **CONSENT AGENDA:**

- 3. City Manager Clinton River Watershed Council Stormwater Education Program
- 4. Director of Public Services 2025 LRIP Grant Cost Participation Agreement
- 5. Director of Public Services 2025 West Nile Virus Resolution
- 6. Deputy City Manager/City Clerk Franchise Fee Audit
- 7. Director of Public Services Playground Mulch Installation
- 8. City Council Regular Meeting Minutes of May 12, 2025

## **COMMUNICATIONS:**

## **ORDINANCES:**

## **REPORTS:**

- 9. CED Director Right-of-Way Property Acquisition United Methodist Church
- 10. CED Director Special Land Use Request #PSP 25-02 436 E. 14 Mile Road Major Auto Repair and Service

## **ITEMS FOR FUTURE PUBLIC HEARINGS:**

### **BID AWARDS/PURCHASES:**

11. Skynet IT Contractor - Annual Microsoft Licenses

## **UNFINISHED BUSINESS:**

## **EXECUTIVE SESSION:**

## ADJOURNMENT

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

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

DATE:	June 5, 2025
TO:	City Council
FROM:	Melissa R. Marsh, City Manager
SUBJECT:	Agenda Comments – Regular Council Meeting of Monday, June 9, 2025

## **PUBLIC HEARINGS:**

### MERS DEFINED CONTRIBUTION WITHDRAWAL AND TRANSFER AGREEMENT

This public hearing is scheduled to receive public comments on the proposed Municipal Employees' Retirement System of Michigan (MERS) Defined Contribution (DC) Withdrawal and Transfer Agreement. As required by MERS Retirement Board Termination Policy and Procedure, the process to withdraw from this DC plan requires public notice at two consecutive regularly scheduled meetings of the City Council. The first public hearing is scheduled for today, and the second is planned for June 23, 2025. The Resolution to Terminate Participation in the MERS 401(a) Defined Contribution Plan has been drafted which, if approved at the June 23, 2025 meeting, will permit the city to execute the MERS Withdraw and Transfer Agreement.

Following this first public hearing, staff recommends that the City Council authorize the Mayor and City Clerk to sign the MERS Withdrawal and Transfer Agreement, on behalf of the city, and for City Council to schedule a second public hearing on June 23, 2025.

### **CONSENT AGENDA:**

# <u>CLINTON RIVER WATERSHED COUNCIL - STORMWATER EDUCATION</u> <u>PROGRAM</u>

Madison Heights partners with the Clinton River Watershed Council (CRWC) to provide stormwater education programming required to meet our MS4 permit requirements for public education. Recently CRWC has worked with municipal partners to update their offerings and have adjusted their contract cycle to align with permit renewals. Therefore, a new 5 1/2-year contract has been submitted for your consideration.

Staff and I recommend the City Council approve the contract with Clinton River Watershed Council effective October 1, 2025, to provide educational services as required by the City of Madison Heights MS4 permit and authorize the Mayor and City Clerk to sign on behalf of the City.

### 2025 LRIP GRANT COST PARTICIPATION AGREEMENT

For the past nine years the city has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements, and to maintain and revitalize areas of economic importance. Oakland County has offered the program again for 2025, and we have been awarded the maximum grant amount of \$84,485 for sectional concrete repairs on various alleyways throughout the city. The LRIP grant will be applied to this project, which will offset a budgeted project cost of \$264,437.

Staff recommends that the City Council approve the Cost Participation Agreement for the 2025 Oakland County Road Improvement Program (LRIP) and authorize the Mayor to electronically sign on behalf of the city.

## 2025 WEST NILE VIRUS RESOLUTION

The Council is requested to approve the Resolution enabling the Department of Public Services to request the annual West Nile Virus Fund Expense Reimbursement from Oakland County.

## <u>PROFESSIONAL SERVICES AGREEMENT BETWEEN AZAVAR AND THE CITY OF</u> <u>MADISON HEIGHTS FOR A FRANCHISE FEE AUDIT</u>

Staff is requesting Council's consideration of a Professional Services Agreement with Azavar to conduct an audit of franchise fees collected by Wide Open West and Comcast cable companies to be paid the city to make sure the city receives what is contractually obligated. This will be done at no cost to the city and any fees recovered will be split 37% to Azavar and 63% to Madison Heights. If nothing is recovered, we do not have to pay. There is a 36-month payment period from when the recovered funds begin to be properly submitted (if applicable). Other municipalities, such as Rochester Hills have utilized Azavar's services. The City Attorney has reviewed and approved the contract.

Staff recommends approval of a Professional Services Agreement with Azavar for a franchise fee audit for the City of Madison Heights and authorize the City Manager to sign on behalf of the city.

## PLAYGROUND MULCH INSTALLATION

The FY 2024-25 budget includes funding reallocated for replacing the playscape soft-fall surfaces at several parks. These soft-fall areas have grown significantly larger as the city

installs more sophisticated playground areas and requires the assistance of a contractor and specialized equipment to properly maintain them. As actual cubic yardage may vary, Staff is requesting approval of an amount not-to-exceed \$50,000.

Staff recommends that City Council award the bid for Playground Mulch Installation to the lowest qualified bidder, Superior Groundcover Inc., of Grand Rapids, for a unit cost of \$34.95 per cubic yard, not to exceed \$50,000.

## **REPORTS:**

## ROW PROPERTY ACQUISITION- UNITED METHODIST CHURCH SIGN

In November 2024, City engineers conducted surveying in preparation for the 2025 11 Mile Streetscape Project and confirmed that the property line for the United Methodist Church at 241 E 11 Mile Rd is at the existing sidewalk, unlike every other block in the project area. While it is possible to include on-street parking for the streetscape project without additional Right-of-Way, obtaining the additional Right-of-Way would match existing Right-of-Way on adjacent blocks and ensure a more uniform look in the project area and provide room for pedestrian amenities. The Downtown Development Authority and the Church have agreed to grant the Right-of-Way to the city in exchange for the DDA paying for the construction of a new church sign at an estimated cost \$12,575.

Staff and I recommend that the City Council authorize the City Manager and Clerk to sign the Property Transfer Agreement and Quit Claim Deed for the acquisition of 27ft of Right-of-Way for the sum of one and 00/100 (\$1.00) dollar. In exchange for this additional Right-of-Way, it is understood that the Madison Heights Downtown Development Authority shall bear all costs of the removal and replacement of the United Methodist Church sign.

## <u>SPECIAL LAND USE REQUEST #PSP 25-02 - 436 E. 14 MILE ROAD - MAJOR AUTO</u> <u>REPAIR AND SERVICE</u>

The applicant, Joseph Gorial, requests Special Land Use approval from the City Council under Section 15.05 of the Madison Heights Zoning Ordinance to operate a Major Auto Repair and Service use at 436 E. 14 Mile Road, zoned M-1, Light Industrial. The property is located on the south side of 14 Mile Road, east of Townley Street.

The Planning Commission held the required public hearing on May 20, 2025, and recommended approval, with conditions of the Special Land Use request.

Staff recommends a motion to approve/disapprove the Special Land Use request number PSP 25-02 for a major auto repair and service facility at 436 E. 14 Mile Road based upon the Planning Commission findings and with the following conditions:

- A Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.
  - e. Lighting will be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required.
- 2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.
- 3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.

## **BID AWARDS/PURCHASES:**

### ANNUAL MICROSOFT LICENSES

Skynet Innovations, the City's IT Contractor, is requesting approval of the purchase of the Microsoft 365 P1 Azure Active Directory, G1 Office, and G3 Office annual licenses for City staff. P1 licenses include Outlook and encryption.

Staff recommends approval of the purchase of Microsoft P1, G1 and G3 licenses in the amount of \$63,432.00.



# AGENDA ITEM SUMMARY FORM

 MEETING DATE:
 6/9/25

 PREPARED BY:
 Linda Kunath, Finance Director/Treasurer

 AGENDA ITEM CONTENT:
 MERS Defined Contribution Plan Withdrawal and Transfer Agreement

 AGENDA ITEM SECTION:
 Public Hearings

**BUDGETED AMOUNT:** 

FUNDS REQUESTED:

FUND:

### **EXECUTIVE SUMMARY:**

This public hearing is scheduled to receive public comments on the proposed Municipal Employees' Retirement System of Michigan (MERS) Defined Contribution (DC) Withdrawal and Transfer Agreement. As required by MERS Retirement Board Termination Policy and Procedure, the process to withdraw from this DC plan requires public notice at two consecutive regularly scheduled meeting of the City Council. The first public hearing is scheduled June 9, 2025 and the second is planned for June 23, 2025.

The enclosed Resolution to Terminate Participation in the MERS 401(a) Defined Contribution Plan has been drafted which, if approved at the June 23, 2025 meeting, will permit the City to execute the MERS Withdraw and Transfer Agreement.

### **RECOMMENDATION:**

Following this first public hearing, I recommend that City Council authorize Mayor Roslyn Grafstein and City Clerk Cheryl Rottmann to sign the MERS Withdrawal and Transfer Agreement, on behalf of the City, and for City Council to permit a second public hearing on June 23, 2025.

Item 2.

### MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN DEFINED CONTRIBUTION WITHDRAWAL AND TRANSFER AGREEMENT

This Defined Contribution Withdrawal and Transfer Agreement ("Agreement") is entered into by and between

- Municipal Employees' Retirement System of Michigan ("MERS"), a statutory public corporation authorized by the Municipal Employees' Retirement Act, Michigan PA 427 of 1984, with an address of 1134 Municipal Way, Lansing, Michigan, 48917, and
- City of Madison Heights ("Municipality"), a Michigan city, with an address of 300 West Thirteen Mile Road, Madison Heights, MI 48071,

(each a "Party" and together, the "Parties") as of the Effective Date indicated below.

The purpose of this Agreement is to provide for the termination of Municipality's participation in the MERS Defined Contribution Plan ("MERS DC Plan") and the transfer of all assets held in trust by the MERS DC Plan for Municipality's participants and beneficiaries to a non-MERS defined contribution plan money purchase pension plan qualified under Section 401(a) of the Internal Revenue Code ("IRC") established by Municipality with the International City Management Association Retirement Corporation, a Delaware nonprofit corporation doing business in Michigan as MissionSquare Retirement ("Non-MERS Successor DC Plan").

Whereas, the MERS DC Plan is a governmental multiple employer defined contribution money purchase pension plan qualified under Section 401(a) of the IRC and authorized by the Municipal Employees' Retirement Act, Michigan PA 427 of 1984, as amended; and governed by the MERS Plan Document;

Whereas, Municipality joined the MERS DC Plan by resolution of its governing body, dated August 1, 2006;

Whereas, the MERS Plan Document Section 11(1)(a)(i) and the MERS Termination Policy and Procedure provide that a municipality may, by vote of its governing body, elect to terminate its participation in the MERS DC Plan, and adopt and transfer its assets to a non-MERS defined contribution plan money purchase pension plan qualified under Section 401(a) of the IRC;

Whereas, upon the adoption of a resolution by a municipality's governing body to terminate participation in MERS and to adopt a non-MERS defined contribution money purchase pension plan qualified under Section 401(a) of the IRC, the municipality and MERS are required to enter into an agreement to effectuate the termination and transfer of funds;

Whereas, upon the entry into such agreement, all funds held in the municipality's MERS DC Plan shall be provided by plan-to-plan transfer to the successor non-MERS qualified defined contribution money purchase pension plan qualified under Section 401(a) of the IRC adopted by

the municipality, which transfer amount shall be the fair market value of assets as of the date of transfer;

Whereas, Municipality passed a resolution with a two-thirds vote of its governing body on June 23, 2025, to terminate its participation in the MERS DC Plan, and to direct the distribution of their assets to the Non-MERS Successor DC Plan identified above, the terms of such resolution being incorporated herein by reference;

Whereas, Municipality hereby represents and warrants that Non-MERS Successor DC Plan to receive the assets of Municipality's MERS DC Plan is an IRC Section 401(a) qualified money purchase defined contribution pension plan, that it shall adhere to all relevant IRC provisions through the Effective Date of this Agreement, and that it intends to maintain such status;

Whereas, Municipality further represents and warrants that Municipality's governing body has been named as fiduciary to administer the Non-MERS Successor DC Plan, and receive and invest the assets to be transferred from the MERS DC Plan to the Non-MERS Successor DC Plan;

Whereas, Municipality further represents and warrants, as of the date of the termination of the MERS DC Plan, all contributions that Municipality is obligated to remit to the MERS DC Plan on behalf of the participants have been fully paid as required under the terms of its Adoption Agreement as amended to date;

Whereas, MERS (or its agent) will provide Non-MERS Successor Plan with all information reasonably required to administer the Non-MERS Successor Plan; and

Whereas, Municipality and MERS now desire to enter into this Agreement as the Withdrawal and Transfer Agreement to memorialize the termination of Municipality's participation in the MERS DC Plan and for the proper disposition of assets attributable to Municipality's participation in MERS for Participants.

# Now, therefore, in consideration of and verification of the above, MERS and Municipality agree as follows:

- 1. Effective on August 12, 2025, upon the wiring of assets by MERS or its agent to the location specified by Municipality or its agent (the "Effective Date"),
  - a. The MERS DC Plan Adoption Agreement between MERS and Municipality is terminated;
  - b. Municipality's participation in the MERS DC Plan is terminated;
  - c. MERS' obligations and duties as fiduciary and trustee for all purposes with respect to Municipality's MERS DC Plan are terminated;
  - d. MERS will collect no further funds from Municipality nor disburse further funds to participants with respect to Municipality's MERS DC Plan; and
  - e. All service credit of any description for participants under Municipality's MERS DC Plan will cease to accrue.

- 2. On August 1, 2025 at 3:00 pm CST, Municipality's MERS DC Plan shall be in blackout status, and all transactions of any description, including, but not limited to, investment activity and benefit processing, will cease.
- 3. On August 8, 2025 (the "Liquidation Date"), MERS (or its agent) will direct the liquidation of assets for participants of Municipality's MERS DC Plan. Settlement of this liquidation shall take place on August 12, 2025. The resulting amount, adjusted for any required redemption fees, gains or losses through the date of transfer, will be the fair market value of the assets of the participants and beneficiaries ("Transfer Assets"). and documentation of the fair market value amount for each participant shall be provided to Municipality and Non-MERS Successor DC Plan no later than August 12, 2025, which documentation shall be deemed accurate, complete, final and accepted by Municipality for all purposes unless Municipality provides written notice to MERS by the close of business on August 12, 2025.
- 4. No later than August 1, 2025 Municipality or Non-MERS Successor DC Plan will provide MERS (or its agent) with such data and information required to effectuate a wire transfer of the Transfer Assets to Non-MERS Successor DC Plan. MERS may conclusively rely on the accuracy of such data and information, shall not be required to verify the accuracy of such data and information, and shall not be liable for any losses arising from errors in the data and information provided by Municipality or Non-MERS Successor DC Plan.
- 5. On the Effective Date, the Transfer Assets and necessary records will be transferred via wire from MERS to Non-MERS Successor DC Plan using the data and information provided by Municipality or Non-MERS Successor DC Plan or the agent of either of them for this purpose, and MERS shall thereafter have no liability to the Municipality, any agent of the Municipality, Non-MERS Successor DC Plan or any of the participants for the Transfer Assets.
- 6. On the Effective Date, any and all of MERS' responsibilities, obligations, duties, roles and liabilities as investment fiduciary as set forth under the Public Employees Retirement Investment Security Act, Act 314 of 1965, as amended ("PERSIA"), plan fiduciary, plan administrator and trustee (under all applicable state or federal common or statutory laws or regulations) to the participants and to the Municipality, as applicable, will be fully and forever discharged with respect to Municipality's MERS DC Plan, shall fully and finally terminate, and will be transferred to and fully assumed by Municipality and its governing body, as investment fiduciary, plan fiduciary, plan administrator and trustee of the Non-MERS Successor DC Plan.
- 7. It is the sole and exclusive obligation of the Municipality to comply with the requirements of Article 9, Section 24 of the 1963 Michigan Constitution, which requires that the accrued financial benefits of the participants shall not be impaired or diminished, and Municipality hereby represents and warrants that Municipality's termination of participation in Municipality's MERS DC Plan will not result in any constitutionally prohibited diminishment of any accrued financial benefit by participants.

- 8. MERS shall not be liable to Municipality, participants, beneficiaries or to any other party (or to any person or entity claiming through a party) for lost profits or for special, incidental, consequential or exemplary damages arising out of or in any manner connected with this Agreement or the subject matter hereof, regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), and regardless of whether or not such Party has been informed of, or otherwise might have anticipated, the possibility of such damages. MERS' liability will be limited to the greatest extent permitted by law.
- 9. Municipality agrees that it may not cancel, terminate nor revoke this Agreement, and that this Agreement shall survive the termination of Municipality and shall be binding upon Municipality's successors and assigns. All obligations, representations, warranties, covenants, agreements and acknowledgments herein contained shall be deemed to be made by and binding upon Municipality and its successors and assigns.
- 10. Municipality shall indemnify and hold harmless MERS, its directors, managers, officers, employees, agents, affiliates, successors, heirs and assigns (collectively, the "Indemnified Persons") from and against any losses, claims, damages, liabilities, fines, penalties, costs of any type or description, whether awarded by a Court or by settlement, attorneys' fees, costs and expenses imposed on or incurred by any Indemnified Person to which any of them may incur arising of the subject matter or matters of this Agreement, including but not limited to claims brought by or on behalf of Municipality's former or current employees (a "Claim Against MERS"). Municipality will reimburse each Indemnified Person for their actual legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The indemnity and reimbursement obligations of Municipality shall be in addition to any liability that Municipality may otherwise have (including, without limitation, liability for breach of fiduciary duty). MERS shall provide Municipality with prompt written notice of any Claim Against MERS. No matter in which an Indemnified Person is party arising out of the subject matter of this Agreement may be settled or otherwise consensually resolved without MERS' express written consent.
- 11. The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither Party has relied upon any representation, express or implied, not contained in the Agreement. All Parties hereto have participated in the drafting of this Agreement and no term herein shall be construed against either Party hereto as a result. All Parties hereto agree that they have full right, power, authority and capacity to enter into and execute the Agreement and do so of their own volition.
- 12. The Parties agree to cooperate fully and execute any and all documents and to take all additional actions necessary to give full force and effect to the terms and intent of this Agreement.
- 13. This Agreement and any and all disputes arising directly or indirectly from this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of law

provisions. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Circuit Court of the State of Michigan for Eaton County for all suits, actions or proceedings directly or indirectly arising out of or relating to the Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum.

- 14. The rights and remedies of the Parties are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 15. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both Parties.
- 16. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effectuates the Parties' intent.
- 17. All provisions of this Agreement survive the discharge of the duties and obligations set forth above.
- 18. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute the complete executed agreement. The signature of any Party transmitted by fax, email or made electronically is legally binding.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, to be effective as of August 12, 2025.

MUNICIPAL EMPLOYEES'	
RETIREMENT SYSTEM OF MICHIGAN	

### MUNICIPALITY

By: \_\_\_\_

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

Name: Kerrie Vanden Bosch

Title: Chief Executive Officer

Date: \_\_\_\_\_

By:
Name: Cheryl Rottmann
Title: City Clerk
Date: 06/23/2025

Name: <u>Roslyn Grafstein</u>\_\_\_\_\_ Title:\_<u>Mayor</u>\_\_\_\_\_

Date: 06/23/2025\_\_\_\_

### CITY OF MADISON HEIGHTS RESOLUTION TO TERMINATE PARTICIPATION IN THE MERS 401(a) DEFINED CONTRIBUTION PLAN

WHEREAS, the City of Madison Heights (City) currently participates in the Municipal Employees' Retirement System of Michigan ("MERS") 401(a) Defined Contribution Plan (the "MERS Defined Contribution Plan");

WHEREAS, the Madison Heights City Council has determined that it is in the best interests of the City and its employees to terminate its participation in the MERS Defined Contribution Plan and establish a successor 401(a) defined contribution plan;

NOW, THEREFORE, BE IT RESOLVED BY the Madison Heights City Council that:

- A. The Madison Heights City Council and its Fiduciary Officials (defined below) have received and reviewed Section 11 of the MERS Plan Document and the MERS Termination Policy and Procedure;
- B. A two-thirds majority of the members of the Madison Heights City Council has voted to terminate participation in the MERS Defined Contribution Plan and to establish the City Defined Contribution Retirement Plan, a successor 401(a) defined contribution plan (the "Successor 401(a) Plan");
- C. Termination of participation in the MERS Defined Contribution Plan will not result in diminishment of any accrued financial benefit by Members under Article 9, Section 24 of the Michigan Constitution;
- D. City acknowledges the requirement to fund the Successor 401(a) Plan for the benefit of its Members and Retirees, as required by all applicable laws and regulations and agrees to so fund the plan as required by law;
- E. The Madison Heights City Council has been named as fiduciary to receive and administer the Successor 401(a) Plan, and invest the assets transferred from the MERS Defined Contribution Plan to the Successor 401(a) Plan, as set forth in the account statement for the MERS Defined Contribution Plan withdrawal agreement;
- F. The Successor 401(a) Plan is a qualified retirement plan under Internal Revenue Code section 401(a) and intends to maintain such status until final plan termination;
- G. On the effective date of termination of participation in the MERS Defined Contribution Plan, to be determined by MERS, all responsibilities and liabilities of investment fiduciaries as set forth under the Public Employees Retirement Investment Security Act, Act 314 of 1965, as amended ("PERSIA"), and fiduciary, plan administrator and trustee (under all other applicable state or federal common or statutory laws or regulations) will transfer from MERS to City and its Fiduciary Officials as defined below; and

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- H. In accordance with MERS Plan Document Section 11 and the MERS' Termination Policy and Procedure, the Madison Heights City Council directs the individuals holding the specified job positions listed below ("Fiduciary Officials") to execute this Resolution as an acknowledgment of the fiduciary duties being transferred.
- I. The Madison Heights City Council authorizes Roslyn Grafstein, Mayor, and Cheryl Rottmann, City Clerk, to sign the MERS withdrawal agreement, on behalf of the City.

#### Signatures of Fiduciary Officials:

### **Chief Elected Officer of the Municipality:**

Roslyn Grafstein, Mayor

**Chief Administrative Officer of the Municipality:** 

Cheryl Rottmann, City Clerk

**Chief Financial Officer of the Municipality:** 

Linda A. Kunath, Finance Director/Treasurer

Date

Date

Date



# AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/02/25 PREPARED BY: Melissa Marsh, City Manager AGENDA ITEM CONTENT: Clinton River Watershed Council Stormwater Education Program AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$6,300

FUNDS REQUESTED: \$7,275

FUND: 592-590-958-0000

### **EXECUTIVE SUMMARY:**

Madison Heights partners with the Clinton River Watershed Council (CRWC) to provide stormwater education programming required to met our MS4 permit requirements for public education. Recently CRWC has worked with municipal partners to update their offerings and have adjusted their contract cycle to align with permit renewals. Therefore a new 5 1/2 year contract has been submitted for your consideration.

### **RECOMMENDATION:**

Staff and I recommend City Council approve the contract with Clinton River Watershed Council effective October 1, 2025 to provide educational services as required by the City of Madison Heights MS4 permit and authorize the Mayor and City Clerk to sign on behalf of the City.



### **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES ("<u>Agreement</u>") is effective as of October 1, 2025 (the "<u>Effective Date</u>"), and is entered into by and between, THE CLINTON RIVER WATERSHED COUNCIL, a Michigan nonprofit corporation, whose address is 1115 W. Avon Road, Rochester Hills, MI 48309 ("<u>Contractor</u>"), *and* <u>City of Madison Heights</u> a <u>City</u>, whose address is <u>300 W. 13 Mile Rd. Madison Heights</u>, MI 48071 ("<u>Client</u>"). Contractor and Client are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

### RECITALS

WHEREAS Contractor is in the business of providing certain educational services regarding the Clinton River Watershed and stormwater management;

WHEREAS Client desires to engage Contractor to provide certain public education services relevant to the Clinton River Watershed and stormwater management for the purpose of fulfilling Client's National Pollution Discharge Elimination System ("<u>NPDES</u>") Stormwater Permit requirements for its Public Education Plan ("<u>PEP</u>"); and

WHEREAS the Parties mutually desire to set forth their understandings with respect to Contractor's Services (as defined below) and have agreed to provide and receive such Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in order to accomplish the foregoing purposes, **THE PARTIES AGREE AS FOLLOWS**:

1. Services. Contractor shall provide Client with the relevant Stormwater Public Education Services as set forth in Exhibit A attached hereto (collectively, the "<u>Services</u>"), in Contractor's sole and absolute discretion. The Services are designed for the purpose of fulfilling Client's public education requirements for a Municipal Stormwater Program (MS4) Permit from the State of Michigan and its relevant departments and agencies (collectively, the "<u>State</u>"). By providing the Services, Contractor does not guarantee Client's approval of the public education requirements for an MS4 Permit, or any other approval sought by Client. Contractor is not obligated to provide any services that are not expressly listed on Exhibit A hereto. Notwithstanding the foregoing, the Parties understand and acknowledge that: (a) Contractor is providing the Services subject to the approval and direction of the State; and (b) the State may amend, modify, or update the Services, or the scope thereof, from time to time. As such, Contractor reserves the right to amend, modify, or update the Services accordingly, and any such amendment, modification or update to the Services



by Contractor will not be considered a breach of this Agreement. Contractor, in its sole discretion, may perform the Services through: (a) Contractor's staff; (b) Contractor's volunteers; and/or (c) third-party contractors and/or volunteers. The Parties agree to cooperate in good faith in the preparation, performance, and carrying out of the Services.

### 2. Consideration.

a. **Lump Sum Payments**. Client shall pay Contractor for the Services as follows:

- i.<u>Initial Payment</u>. By the Effective Date, Client shall pay to Contractor a lump sum payment amount of two thousand four hundred and twenty five dollars and zero cents; \$2425, payable via immediately available U.S. Dollars (the "<u>Initial Payment</u>"). The Initial Payment is for the Services provided by Contractor for the first six (6) months of the Term of this Agreement.
- ii.<u>Subsequent Annual Payments</u>. In addition to the Initial Payment, Client shall pay Contractor annually a lump sum payment for the Services to be provided by Contractor for the then upcoming calendar year (the "<u>Annual Payment</u>"). The Annual Payment shall be due on or before April 1<sup>st</sup> of each calendar year during the Term, beginning in 2026. Client shall pay Contractor the first Annual Payment in the amount of four thousand eight hundred and fifty dollars and zero cents; \$4850 on or before April 1, 2026. The Annual Payment shall be payable via immediately available U.S. Dollars.
- iii.<u>Annual Payment Increase</u>. Following the first Annual Payment, each subsequent Annual Payment shall increase by the greater of: (x) five percent (5%) of the previous year's Annual Payment; or (y) the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Bureau of Labor Statistics, for the twelve-month period ending on December 31 of the preceding calendar year. Notwithstanding the foregoing, in any given year during the Term, if the Annual Payment is increased pursuant to (y) above, and such percentage increase is greater than ten percent (10%) of the previous year's Annual Payment, then Contractor shall have the right to reopen this Agreement for negotiation, and such event will not constitute a breach of this Agreement by Contractor. Any renegotiation of this Agreement shall be conducted by the Parties in good faith.



b. **Local Government Membership**. In addition to the Initial Payment and the Annual Payments above, Client shall commence, or, if already commenced continue, a Local Government Membership with Contractor, pursuant to the terms thereof. Client shall maintain its Local Government Membership with Contractor for at least the duration of the Term of this Agreement, including timely payment of annual membership dues owed to Contractor thereunder. Contractor may bill Client separately for any Local Government Membership dues owing.

3. **Term**. The term of this Agreement shall commence on the Effective Date (as defined above), and shall expire at 11:59 p.m. on March 31, 2031, unless otherwise earlier terminated in writing pursuant to the terms herein (the "<u>Term</u>").

4. Materials; Ownership; Amended and Updated Materials. Any and all items, models, documents, pamphlets, brochures, tip cards, handouts, notes, data, plans, reports, diagrams, letters, emails, correspondence, newsletters, articles, PowerPoints, flash drives, and any other written or electronic instruments, items, or correspondence provided by Contractor to Client in connection with the Services (collectively, the "Materials"), shall be used by the Client solely for the purpose of providing public education services to the public pursuant to this Agreement. Such Materials may be reasonably reproduced and distributed by Client in furtherance of this Agreement and the Services described herein, except that Client must not materially alter the content or substance thereof. For purposes of this Agreement "materially alter" will not include adding Client's name and/or logo to the Materials prior to distributing or publishing same pursuant to this Agreement. Notwithstanding the foregoing, Client must not, at any time, remove Contractor's logo from any Materials. Contractor shall retain ownership of the original Materials, and reserves the right to revise, amend, update, reproduce, and/or distribute the Materials for any purpose, in Contractor's sole and absolute discretion. In the event Contractor provides amended or updated Material(s) to Client, Client agrees to obey Contractor's reasonable instructions in the removal, return and/or destruction of the prior Material(s).

5. **Publicity**. Client agrees that Contractor may, in its sole discretion, identify Client as Contractor's client in internal and external communications, including on Contractor's website, outreach materials, social media, and correspondence.

6. **Independent Contractor Status**. The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the Parties will be considered to form a partnership, employment relationship, or any other relationship, except that of an independent contractor. In the performance of the Services under this Agreement, Contractor is an independent contractor with the exclusive authority to control and direct the performance of the



Services. Neither Party has the right to bind nor obligate the other to any third party or commitment in any manner.

### 7. Termination.

a. <u>Termination by Contractor</u>. Contractor may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Client.

b. <u>Termination by Client</u>. Client may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Contractor, subject to the provisions of this Paragraph 7. Contractor may, in its sole discretion, waive all or part of the foregoing notice period in writing.

Client understands and agrees that Contractor will invest substantial time, funds and materials to provide the specialized Services to Client for the benefit of Client and Client's sought approvals from the State of Michigan. Accordingly, if Client elects to terminate this Agreement pursuant to this Paragraph 7, Client shall pay Contractor an early termination fee based on the following schedule (the "Early Termination Fee"):

#### **Termination Date:**

#### **Early Termination Fee:**

In year 1 of the Term Fifty Percent (50%) of the remaining unpaid Annual Payments for the Term.

In years 2-3 of the Term Thirty-Three Percent (33%) of the remaining unpaid Annual Payments for the Term.

In years 4+ of the Term Twenty-Five Percent (25%) of the remaining unpaid Annual Payment(s) for the Term.

For purposes of calculating the Early Termination Fee, the Annual Payment rate then in effect at the time of termination of this Agreement shall be treated as if such rate is the Annual Payment rate for the remainder of the Term. For the avoidance of doubt, the adjustments in Paragraph 2(a)(iii) herein will not apply to the Early Termination Fee calculation. Client shall pay Contractor the Early Termination Fee within thirty (30) days of the termination date, payable in immediately available U.S. Dollars. The Parties understand and agree that the Early Termination Fee is



neither a penalty nor liquidated damages, but is a mutually agreed upon fee to compensate the Contractor for the early termination of this Agreement.

c. <u>Effect of Termination</u>. Upon either Party's termination pursuant to this Paragraph 7, all rights, duties, and obligations under this Agreement shall cease, and this Agreement shall be deemed of no further effect, except: (1) Client's obligation to pay the Early Termination Fee, if applicable; and (2) as otherwise expressly stated to survive termination herein. Notwithstanding anything to the contrary herein, the expiration or termination of this Agreement, for any reason or no reason, will not release either Party from any obligation or liability to the other Party, including any payment obligation(s), that have accrued prior to the expiration or termination date hereof.

8. **Default**. In the event of any breach or default by Client under this Agreement, which is not cured by Client within thirty (30) days after receipt of written notice from Contractor of such breach or default, Contractor may immediately terminate this Agreement, in which case this Agreement shall be terminated, and the Parties shall have no further rights and obligations under this Agreement, except as expressly provided herein. Notwithstanding the foregoing, the termination of this Agreement under this paragraph will not release either Party from any obligation or liability to the other Party, including any payment obligation(s), that have accrued prior to the termination date hereof. Contractor's right to terminate this Agreement pursuant to this Paragraph 8 shall be cumulative and in addition to any and all other rights and remedies available to Contractor, whether in this Agreement, at law, and/or in equity.

9. Waiver and Release. Client acknowledges that participation in the Services and any events related thereto is voluntary and may subject Client and Client's agents and representatives to the possibility of physical injury (which could be minimal, serious, and/or result in death), and/or mental/emotional injury (collectively, the "Risks"). Accordingly, Client assumes the Risks and agrees, for itself and for its agents, representatives, officers, employees, volunteers, officials, members, insurers, and legal representatives (collectively, the <u>Releasing Parties</u>") to voluntarily release and hold harmless Contractor, and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, the "Released Parties") from any and all losses, claims, causes of action, demands, liability, damages, and attorneys' fees and costs whatsoever, whether direct or indirect, whether foreseeable or unforeseeable, whether presently or which may later accrue, arising from, related to, or resulting in any way from Client's or Client's agent(s)' participation and/or involvement in the Services and/or the Risks, including, without limitation, those caused by the negligent acts or omissions of any or all of the Released Parties.



The terms of this Paragraph shall survive the termination and expiration of this Agreement.

10. **Indemnification**. To the maximum extent permitted by law, Client shall indemnify, defend, and hold harmless Contractor and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, "<u>Indemnified Parties</u>") against any and all losses, claims, causes of action, demands, judgments, orders, damages, expenses, fees (including reasonable attorney fees), penalties, fines, and/or liabilities, whether at law or in equity, in any way arising from, related to, or in connection with, any matter referred to in this Agreement, including without limitation, the performance of the Services that are the subject of this Agreement, and the accuracy, completeness, and/or currentness of any Materials.

The terms of this Paragraph shall survive the termination and expiration of this Agreement.

11. Notices. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one Party to the other, shall be effective only if in writing and either: (a) personally delivered to such party at its address set forth below (or to such other place as the Party to receive such notice shall have specified by notice in advance thereof); (b) by Federal Express or other similar next business day air courier; or (c) sent by electronic mail (i.e. email), with confirmation of transmission, at the email addresses below. Notice shall be deemed given upon personal delivery or sending of an email (with confirmation of transmission), or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

a. <u>If to Contractor</u>: CLINTON RIVER WATERSHED COUNCIL Attn: Executive Director 1115 W. Avon Road, Rochester Hills, MI 48309 Email: jennifer@crwc.org

WITH A REQUIRED COPY TO (which shall not constitute notice):

KIRK, HUTH, LANGE & BADALAMENTI, PLC Attn: Robert S. Huth, Jr., Esq. & Mitchell W. Paquette, Esq. 19500 Hall Road, Suite 100 Clinton Township, MI 48038 Email: <u>rhuth@kirkhuthlaw.com</u> <u>mpaquette@kirkhuthlaw.com</u>



b. If to Client:

WITH A REQUIRED COPY TO (which shall not constitute notice):

12. **Representations and Warranties**. Client hereby represents and warrants to Contractor that: (a) Client has the requisite power and authority to enter into this Agreement and this Agreement is a valid, binding obligation on Client, enforceable according to its terms; and (b) the person(s) signing this Agreement on behalf of Client have the requisite power and authority to sign on behalf of Client, including the power to bind Client to this Agreement.

13. **Waiver**. A Party's failure to exercise a right or remedy, or its acceptance of a partial or delinquent payment under this Agreement will not operate as a waiver of any of that Party's rights or remedies under this Agreement, at law, or in equity, and will not operate as a waiver of any Party's right to declare an immediate default under this Agreement. Client understands and agrees that delays in Client's performance of its obligations herein may delay the Services provided by Contractor, and that such delay by Contractor will not constitute a breach of this Agreement by Contractor.

14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, terrorist threats, acts, riots, epidemics, pandemics, or other serious public health issues or other civil unrest; (4) government order or law; and/or (5) action by any governmental authority. The Party suffering a Force Majeure event shall give prompt notice to the other Party upon the discovery thereof, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to mitigate the effects of the Force Majeure relevant to this Agreement and/or the Services. The Party suffering a Force Majeure event shall resume the performance of its obligations as soon as reasonably practicable, but if the Force Majeure event remains uncured for a period of thirty (30) days following written notice given by the Party suffering a Force Majeure event under this Paragraph 14, the other party may terminate this Agreement on written notice to the Party suffering a Force Majeure event.



15. **Incorporation of Recitals and Exhibits**. The Recitals to this Agreement and all Exhibits referred to in this Agreement are hereby expressly incorporated by this reference and made a part of this Agreement as though more fully stated herein.

16. Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, whether express or implied, and whether oral or written. This Agreement may only be modified by written instrument signed by all Parties.

17. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan. Any actions arising under or concerning this Agreement must be brought in Macomb County, Michigan.

18. Assignment and Delegation; Successors and Assigns. Neither Party shall assign nor delegate this Agreement without prior written notice to the other Party. Any purported assignment or delegation under this Agreement in violation of this Paragraph 18 shall be deemed null, void, and of no effect. This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their permitted successors and assigns.

19. **Performance**. If the time for the performance of any obligation under this Agreement expires or is due on a Saturday, Sunday or bank holiday in the State of Michigan, the time for such performance shall be extended to the next succeeding day which is not a Saturday, Sunday or bank holiday in the State of Michigan.

20. **Severability**. If any one or more of the provisions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect under applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21. **Survival**. All provisions which by their terms or by reasonable implication may be performed after termination of this Agreement shall survive termination of this Agreement.

22. **Counterparts and Signatures**. This Agreement may be executed in identical counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, including a digital





signature delivered via DocuSign or Adobe Sign, shall be deemed an original signature having the same legal effect as its manual signature, and shall legally bind the Parties. IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates listed below the respective signature lines.

**CONTRACTOR:** 

### **CLIENT:**

### **Clinton River Watershed Council**

By: Its: Date: By: Its: Date:

By: Its: Date: By: Its: Date:

.

As approved at the \_\_\_\_\_ meeting on \_\_\_\_\_ (Date)



### EXHIBIT A

**Services Provided** 

BMP IDENTIFIER	BMP DESCRIPTOR	PARTNER COLLABORATION	TARGET AUDIENCE	FREQUENCY	RESPONSIBLE PARTY	MEASURABLE GOAL
Watershed Wide Activities						
River Day	River Day is designed to encourage appreciation and recreational use of the waterways of the Clinton River and Lake St. Clair and to celebrate the leadership of local citizens, organizations, and communities whose efforts are critical to protecting and enhancing the overall quality of the Clinton River watershed. CRWC will recruit, host and promote events. MS4 permit communities will promote River Day events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will promote and publicize a minimum of 15 events annually.
Clinton Cleanup	Clinton Cleanup is an annual effort to coodinate multiple clean-ups of local water resources and green spaces. CRWC will recruit, host and promote events. MS4 permit communties will promote Clinton Clean Up events. Recruitment of volunteers is targeted to the general public, as wells as commerical, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	Annually In April	CRWC	CRWC will host and recruit hosts to facillitate a minumum of 12 events annually 150 volunteers resulting in at least 1,000 pounds of trash removed.

Item 3.



Weekly Clean	CRWC will recruit, host and promote weekly clean up in the watershed. Recruitment of volunteers is targeted to general public as well as commerical, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	30-31 weeks a year	CRWC	CRWC will host weekly events beginning in April through the end of October, with a total volunteer count of 375 and approximately 3,000 lbs of trash removed annually.
School Program - Clinton River Water Festival at Oakland University	Participate in the Clinton River Water Festival at Oakland University, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Oakland County representatives serve on the planning committee that meets a minimum of 5 times annually. This water festival educates students in the Oakland County portion of the Clinton River watershed.	YES	4th-5th grade students, teachers; corporate volunteers	Annually in May	Oakland CRWC	Maintain a level of 750 students per year plus 150 adults chaperones and teachers and 100 volunteers.
School Program - Lake St. Clair Water Festival at Macomb Community College	Participate in the Lake St. Clair Water Festival, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Macomb County Public Works representatives serve on the planning committee that meets a minimum of 10 times annually. This water festival educates students in the the the Clinton River, Lake. St. Clair, and Anchor Bay (sub)watersheds.	YES	4th-5th grade students,teachers; corporate volunteers	Annually in May	Macomb CRWC	Maintain a level of 1300 participants.
Stormwater Management Forum	CRWC will plan, promote, and host quarterly stormwater management forums. These forums bring decision makers and stakeholders within our watershed together to share information and discuss relevant topics in stormwater management.	YES	County and Municipal Employees, NGO/NPO employees, MS4 permittees, City Councils, engineers, city planners, public works operators, industrial and commercial facilities management and employees.	Quarterly	CRWC	CRWC will host quarterly forums, at least 1 presenter at each forum with a minimum of 15 attendees.



Stormwater Education: Community Presentations and Workshops	Presentation on watersheds, stormwater pollution, green infrastructure, and lifestyle practices that preserve and protect water resources. (CRWC will host a minimum of 2 in each subwatershed.) Topics will vary and will be based on host subwatershed requests. CRWC will communicate with webmasters and communication staff of the MS4 permittees community to ensure promotion of events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will provide minimum 14 per year (2 per subwatershed). Attendance is tracked via sign-in sheets and submitted in the biennial report.
Adopt-A- Stream Training Workshops	Adopt A Stream training includes one 1.5-hour workshop on watersheds, stormwater pollution, watershed friendly practices, and training in volunteer monitoring procedures including macroinvertebrate collection and physical assessment. (Minimum of one 3 hr workshop per subwatershed ) Bug Identification Workshops are also held to ensure that each team has at least one bug certified member.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will provide minimum 7 AAS trainings annually (1 per subwatershed). Minimum 2 Bug ID trainings annually.
Adopt-A- Stream Volunteer Water Quality Monitoring Program	Adopt-A-Stream is a volunteer-based initiative that empowers community members to protect local streams and rivers by monitoring water quality. Volunteers are trained, teamed-up, assigned sites, given equipment and data sheets then sent out into the field to gather data. Coordination of volunteer monitoring teams at pre- selected sites.	YES	Citizens including the general public and county and municipal employees	Biannually	CRWC	CRWC staff and volunteers will monitor a minimum of 35 locations, with a minimum of 250 volunteers on the first Saturday in May and the first Saturday in October.
Subwatershed Website	Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will continue to maintain page and update information and verify participating communites links to this website. Website admin (CRWC) can view number of website hits and will submit in biennial report.



Stream Leaders Student River Monitoring Program	The mission of the Stream Leaders program is to raise young people's awareness of the importance of water quality; and to help cultivate a connection to a Great Lakes stewardship identity. This is accomplished through a multidisciplinary, place-based initiative that provides students with an educational experience in water quality monitoring, data interpretation, and citizen action. Students and teachers perform biological, physical, and chemical stream monitoring assessments. They then interpret and analyze stream data and submit it to CRWC to corroborate.	YES	K-12th grade students, teachers and chaperones	Program is continuous; Actual monitoring events in April/May and October.	CRWC	CRWC will retain participation of a minimum of 15 schools per year, weather permitting. CRWC will work towards recruiting an additional 10 schools during the 5-year permit cycle.
RiverSafe LakeSafe	Educational outreach survey tool offering homeowners the opportunity to become certified "RiverSafe LakeSafe" by CRWC if they commit to the series of household water quality BMPs at home that reduce stormwater pollution and protect local fresh surface waters. Encourage MS4 permit communities to become certified and promote through City Council, beautification boards, planning committees, or other local committees.	YES	Home/Property owners	Continuous	CRWC	CRWC will add a minimum of 15 new certifications a year
WaterTowns	CRWC's place making initiative focused on connecting communities to their waterways through education, green infrastructure, history, art and ecology. Municipalities are equipped with complete shovel ready green infrastructure project designs custom for their community and are given the opportunity to implement a GI project, providing an educational opportunity for the public to get involved through native plantings, educational signage, etc.	YES	Municipal Employees, property developers, general public	Continuous	CRWC	CRWC will work with communities to add: 1 new community, and/or 2 projects implemented, and/or 2 projects in design/planning phase annually.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility, with the assistance of MS4 permittees as practicable. Track distribution via list of businesses and emails sent.



Stormwater Education: Industrial and Commercial Facilities	Attend Regional Chamber of Commerce Networking events to build relationships with business owners and share information related to stormwater pollution prevention for business/industry.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	CRWC	CRWC will attend a minimum of 2 events annually.
		YES			CRWC; MS4 Permittees	CRWC will provide social media templates or content to share educational topics surrounding stormwater, at least 6 per year. Examples may include a social media friendly version of a BMP flyer, tips for yard maintenance, infographics on stormwater impacts, etc. These templates are to be distributed by MS4 permittees, Oakland County, and Macomb County as practicable throughout the year.
Social Media Outreach	Use social media platforms (Facebook, Twitter, Instagram) to collaborate among partners for cross promotion of events, fundraisers, news, education, and community announcements.		Citizens including the general public and county and municipal employees	Continuous		Track total monthly response and interactions such as likes, comments, and shares on Facebook, likes, responses, and retweets on Twitter, and likes on Instagram.



Residential GSI Education	CRWC will provide specific education on practices such as rain gardens, rain barrels, trees, native plants, and other residential nature-based stormwater management tools. Workshops, presentations, and materials will include information on reducing stormwater runoff and how GSI practices improve water quality and support native wildlife.	YES	Citizens including the general public, landowners, and waterfront residents	Continuous	CRWC; Macomb; Oakland; MS4 Permittees	CRWC will host at least 1 native plant sale and rain barrel sale each year. CRWC, Oakland County, and others will participate as an instructor for the annual virtual Master Rain Gardener program. Other partners' participation is encouraged, but may vary year to year. Number of participants taught by CRWC directly will be tracked and reported.CRWC will maintain working links to resources on its website about native plants, rain barrels, and rain gardens and track hits.
Storm Drain Awareness Program	Through storm drain stenciling and murals, Adopt-A- Drain program, and mapping campaigns, draw awareness to storm drain connections to local water bodies.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will begin development of program in FY2025, pilot in FY2026, and fully implement in FY2027.
PEP Partner Meetings	CRWC will host quarterly meetings as an opportunity for the parties committed to PEP activities to share upcoming events, challenges, and to share program feedback.	YES	Program managers for PEP activities, including CRWC, Macomb, Oakland, and MSU-E	Quarterly	CRWC; Macomb; Oakland; MSU Extension	At least 4 meetings will be held each year, with the goal of each program manager other than CRWC attending at least 3 of the 4.
Community Specific Activites	These items are to be reported by the communities in the SWMP. ALL items will be implemented by each community.					
Presentations and Displays	Provide displays and presentations for water quality- related events upon request and availability of staff time display to public at least once in the next 5 years.	YES	Citizens including the general public and county and municipal employees	Minimum of once during 5-year permit cycle	MS4 Permittees; CRWC	Permittees will host display once during permit cycle



Regional Public Education Materials	Distribute resources available from SEMCOG including: Seven Simple Steps to Clean Water brochures, tip cards and kids activity sheets. Topics include: fertilizer, car care, pet care, household hazardous waste disposal, earth-friendly landscaping, water conservation and storm drain awareness. Materials are available on the Ours to Protect Website. at http://www.semcog.org/ourstoprotect.aspx	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	CRWC will distribute educational materials (pamphlets, brochures, tip cards) on request from MS4 permit communities, on various topics at community facilities and events. MS4 communties have an excel spreadsheet to track distribution.
Subwatershed Website	Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources. MS4 permittees will provide links to the CRWC website of their own websites.	YES	Citizens including the general public and county and municipal employees	Continuous	MS4 Permittees; CRWC	Permitees will provide working links to Web sites. MS4 permit communties have an excel document to track link locations and website hits.
Community Information	Write or distribute articles about watersheds, green infrastructure, watershed friendly practices for homeowners, and other stormwater pollution related topics for publication into existing municipal newsletters, e-newsletters and websites; Four articles per year will be given to MS4 permittees from CRWC for publication in newsletters and other publications. MS4 permittees will distribute these article to the public each year via print or digital media.	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	Permittees will distribute via print or digital media 4 articles per year, with articles provided by CRWC. Social media templates created by CRWC should be used to meet this goal as practicable.
Household Hazardous Waste Information	Permittees will provide working links to websites with information on household hazardous waste disposal, either through municipal programs or through county- wide programs. Examples include information on Macomb County Health Department waste drop off dates, Operation Medicine Cabinet information, NO HAZ website links, etc.	YES	Residents	Continuous	MS4 Permittees	Permittees will provide working links to websites. MS4 permit communties have an excel document to track link locations and website hits.



Recreational Vehicle Waste Dumpsites	Post links and/or locations to recreational vehicle (RV) waste dumpsites in the region on Southeast Michigan Council of Government's (SEMCOG) Ours to Protect Web site at: <u>www.semcog.org/OursToProtect HouseholdWaste.aspx</u> or provide a link to Michigan RV dump sites ( <u>https://www.rvdumps.com/category/dump-</u> <u>stations/?tag=michigan&amp;orderby=titleℴ=asc</u> ) on Oakland County Waste Resource Management Division's Web site at: <u>www.oakgov.com/waste/</u> . MS4 may add this to their SWMP	YES	Residents, visitors to the area	Continuous	MS4 Permittees	Provide working links to websites and track number of hits. MS4 permit communties have an excel document to track link locations and website hits.
Riparian Information Distribution	Distribute riparian landowner educational material (i.e. Waterfront Wisdom brochure) make available to their public via mailings or through their website. events, meetings, and through mailings. MS4 may add this to thier SWMP Maintain WRC's riparian education Web site (www.oakgov.com/riparian)	YES	General Public, Riparian Landowners	Continuous	MS4 Permittees	Provide working link to website and track number of hits. MS4 permit communties have an excel document to track link locations and website hits.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility. MS4 permittees will assist with distribution to local businesses as practicable. Track distribution via list of businesses and emails sent.





Melissa Marsh, City Manager City of Madison Heights 300 W. 13 Mile Rd. Madison Heights, MI 48071

May 6, 2025

Dear Melissa Marsh,

Thank you for your community's continued participation in the Clinton River Watershed Council's Stormwater Education Program. For over 20 years, CRWC's Stormwater Education Program has provided community programming focused on assisting local government members in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

This program, which assists communities in meeting their MS4 permit requirements for public education, has recently been updated with the feedback of many municipal participants, County partners, as well as members of the public who have attended and participated in activities listed in the collaborative watershed-wide Public Education Plan (PEP).

The program will continue to offer high quality, watershed-wide, educational services including:

- Stream Leaders, CRWC's K-12 streamside water quality monitoring program, putting students in waders since 1992;
- Weekly Clean, which sees hundreds of volunteers removing an average of 9,000 pounds of trash annually from local parks and common areas, intercepting its path into our waterways;
- Adopt-A-Stream, our community science water quality monitoring program, which allows watershed residents to participate in biannual data collection, establishing a baseline of health across 50 sites;
- WaterTowns, our mechanism for working directly with communities to reinforce and uplift their connection to the watershed through placemaking such as green stormwater infrastructure (GSI) projects, accessibility improvements to the Clinton River Water Trail, and art installations highlighting the watershed's identity; and,
- Many more signature programs such as River Day, the Lake St. Clair and Clinton River Water Festivals, and Clinton Clean Up.

In addition to these existing services, the program will now include:

• The addition of residential Green Stormwater Infrastructure programming, including CRWC's annual native plant and rain barrel sales, instruction of the Master Rain Gardener program, and additional web resources.





- Social media asset creation for municipal use, such as infographics, suggested text for posts, and adapted versions of BMP flyers.
- The piloting of the storm drain art program, which will raise awareness of ultimate storm drain discharge locations by engaging local artists.

Currently, your contract term for the Stormwater Education Program expires September 30, 2025. The new proposed contract is set to begin on October 1, 2025. We have attached the new five-and-a-half-year Stormwater Education Program contract for your review at your earliest convenience.

This contract period has been set in order to align the contract cycle on the same timeline with permit submissions/renewals through MiEnviro (April 1<sup>st</sup>-March 31<sup>st</sup> each year). To accommodate the fiveand-a-half-year contract period, the billing schedule will invoice for the first 6 months initially (October 1, 2025-March 31, 2026) and then invoice annually in February of each subsequent contract year.

For City of Madison Heights, this translates to an initial fee of \$2425 to be billed the week of July 14<sup>th</sup>, 2025 and a subsequent fee of \$4850 to be billed the week of February 16<sup>th</sup>, 2026. For further details, please see section 2a of the attached contract.

CRWC sincerely appreciates the opportunity to provide these contracted services to communities at a competitive rate which accounts for CRWC's costs. As a non-profit partner, CRWC greatly values our partnerships with communities and has not significantly raised fees to communities for a number of years, although inflation and costs have been rising significantly. CRWC is committed to continuing to provide Stormwater Education services. In order to keep up with inflation and cover the organization's costs to provide these services, CRWC has made the necessary adjustment to rates for this contract period. Community fees have been determined by distributing program costs across all participants, weighed by community populations. This is to account for both growing and shrinking populations, and to provide service equitably throughout the watershed. Beginning in Year Two, fees will increase either by 5%, or at the rate of inflation, whichever is greater.

For communities interested in moving to the contract execution stage, please respond to this email directly so CRWC can formally initiate the digital contract signing process via Docusign. Signed contracts must be returned to CRWC by Friday, August 29<sup>th</sup>, 2025. For communities that require more information either over the phone or via an in-person meeting, please reach out to us so we can help satisfy your needs!

If you have any questions regarding our programs and services, please call (248) 759-8202 or email <u>kaleigh@crwc.org</u>. CRWC has set aside several time blocks for scheduling meetings to address questions, concerns, and to further discuss program offerings with communities, <u>which can be</u>





accessed here. If you would like an alternative time, please reach out directly.

We look forward to continuing to work with municipalities, school districts, and educational institutions to educate the public about their role in preventing stormwater pollution in the Clinton River watershed and Lake St. Clair.

Thank you for the continued opportunity to serve your community.

Sincerely,

Jennifer Hill

Jennifer Hill Executive Director

CC: harleymordarski@madison-heights.org

Cn

Kaleigh Snoddy Education and Stewardship Manager

💡 1115 W Avon Road, Rochester Hills, MI 48309 📞 248-601-0606 🏽 🌐 crwc.org 🛛 🔤 contact@crwc.org



# AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/9 PREPARED BY: Sean P. Ballantine, Director of Public Services AGENDA ITEM CONTENT: DPS - Cost Participation Agreement – 2025 LRIP Program: Alleyway System AGENDA ITEM SECTION: Consent Agenda

### **BUDGETED AMOUNT:**

FUNDS REQUESTED:

FUND:

#### **EXECUTIVE SUMMARY:**

For the past nine years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements, and to maintain and revitalize areas of economic importance. Oakland County has offered the program again for 2025, and we have been awarded the maximum grant amount of \$84,485 for sectional concrete repairs on various alleyways throughout the City. The LRIP grant will be applied to this project, which will offset a budgeted project cost of \$264,437

#### **RECOMMENDATION:**

Staff recommends that City Council approve the Cost Participation Agreement for the 2025 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

Item 4.

DATE:	May 29, 2025
TO:	Melissa R. Marsh, City Manager
FROM:	Sean P. Ballantine, Director of Public Services
SUBJECT:	Cost Participation Agreement – Oakland County Local Road Improvement Program (LRIP): City Alleyway Project

For the past nine years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements, and to maintain and revitalize areas of economic importance. The program funding for each eligible city or village is based on a formula involving road mileage, population, and overall crash data. Since the inception of this program, the City has received \$609,523 in County grant funding. These funds were used to offset the cost of much-needed repairs to Whitcomb Avenue, Research Park, Tech Row, East Lincoln Avenue, Barrington Street, East and West Mandoline Avenue, Commerce Drive, and Ajax Drive.

Oakland County has offered the program again for 2025, and we have been awarded the maximum grant amount of \$84,485 for sectional concrete repairs on various alleyways throughout the City. These primarily asphalt (some gravel) alleys have continued to deteriorate over time, and local road funding has been made available to begin addressing them. The LRIP grant will be applied to this project, which will offset a budgeted project cost of \$264,437.

Staff recommends that City Council approve the Cost Participation Agreement for the 2025 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

#### City of Madison Heights Department of Public Services 801 Ajax Drive

Madison Heights, Michigan 48071

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



(248) 858-0100 | boc@oakgov.com

May 27, 2025

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2025 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: <u>adobesign@adobesign.com</u>. If you are not the designated signer, please click the "DELEGATE" link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email <u>aubrya@oakgov.com</u>. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Senior Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners



#### LOCAL ROAD IMPROVEMENT PROGRAM

#### **COST PARTICIPATION AGREEMENT**

Sectional Concrete Replacement in City Alleyway System

City of Madison Heights

Board Project No. 2025-18

This Agreement, made and entered into this date, , by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Madison Heights, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Sectional Concrete Replacement in City Alleyway System, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, including the provisions requiring reimbursement of unspent funds, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2025. There is no obligation on behalf

of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$264,437.00; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$84,485.00, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, including the COMMUNITY'S adherence to the BOARD'S policies as expressed in Attachment A, and hereby finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$84,485.00. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$84,485.00.

a. The Invoice shall be sent to:

Amy Aubry, Senior Analyst Board of Commissioners 1200 N. Telegraph, Bldg 12E Pontiac, MI 48341 aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$84,485.00 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

#### OAKLAND COUNTY BOARD OF COMMISSIONERS

By: David T. Woodward		
Its: <u>Chair</u>		
COMMUNITY		
Ву:		
Its:		
COMMUNITY		
Ву:		
Its:		



# AGENDA ITEM SUMMARY FORM

 MEETING DATE:
 5/29/25

 PREPARED BY:
 Chris Woodward, Public Works Supervisor

 AGENDA ITEM CONTENT:
 Director of Public Services - 2025 West Nile Virus Reimbursement Resolution

 AGENDA ITEM SECTION:
 Consent Agenda

BUDGETED AMOUNT: \$3,573.07

FUNDS REQUESTED:

**FUND:** 592-044-680-6701

#### **EXECUTIVE SUMMARY:**

Council is requested to approve the attached Resolution enabling the Department of Public Services to request the annual West Nile Virus Fund Expense Reimbursement from Oakland County.

#### **RECOMMENDATION:**

Staff recommends that Council approve the attached resolution.

Item 5.

DATE:	May 29, 2025
то:	Melissa R. Marsh, City Manager
FROM:	Chris Woodward, Public Works Supervisor Sean P. Ballantine, Director of Public Services

#### SUBJECT: Resolution – 2025 West Nile Virus Reimbursement

As in years past, the City of Madison Heights is eligible for reimbursement from Oakland County to offset project expenses related to the regional fight against West Nile Virus.

We are requesting Council approval of the attached resolution so the Department of Public Services may request Oakland County's reimbursement grant of \$3,573.07, the same amount as last year.

DPS is sending crews to drop larvicide briquettes in each residential catch basin throughout the City. These basins are noted by a colored dot painted on the curb or adjacent pavement. The briquettes last 180 days and prevent mosquito larvae from maturing into adults, significantly reducing the summer mosquito population. Basins are tested periodically to ensure that the larvicide is doing its job.

DPS is also responsible for treating areas of standing water in City parks and facilities, as well as commercial and industrial districts, with a granular larvicide monthly. These areas include drainage swales, retention and detention ponds, and fountains.

During routine patrols throughout the City, Code Enforcement staff monitor potential problem areas. Examples are old tires, drums, buckets, birdbaths, etc., which may collect stagnant water and provide a breeding ground for mosquitoes. Through the combined efforts of DPS and Code Enforcement, our goal is to continue educating residents and business owners in best practices to reduce the number of mosquitoes that carry West Nile Virus and other communicable diseases.

> City of Madison Heights Department of Public Services 801 Ajax Drive

Madison Heights, Michigan 48071

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

#### CITY OF MADISON HEIGHTS

#### RESOLUTION

<u>WHEREAS</u>, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

<u>WHEREAS</u>, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas; and

<u>WHEREAS</u>, The City of Madison Heights of Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

<u>NOW THEREFORE BE IT RESOLVED</u>, The Mayor and City Council of Madison Heights authorizes and directs its Public Works Supervisor, Chris Woodward, as agent for the City of Madison Heights, in the manner and to the extent provided under Oakland County Board of Commissioners 2025 Mosquito Smarts Program to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

DATED:

SIGNED:

**CERTIFIED**:



### **AGENDA ITEM SUMMARY FORM**

MEETING DATE: 6/9/25 PREPARED BY: Cheryl Rottmann - Deputy City Manager/City Clerk AGENDA ITEM CONTENT: Franchise Fee Audit AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT:

FUNDS REQUESTED: 0

FUND:

#### **EXECUTIVE SUMMARY:**

Staff is requesting consideration of a Professional Services Agreement with Azavar to conduct an audit of franchise fees collected by the Wide Open West and Comcast cable companies to be paid the city to make sure the city is receiving what is contractually obligated. This will be done at no cost to the city and any fees recovered will be split 37% to Azavar and 63% to Madison Heights. If nothing is recovered, we do not have to pay. There is a 36-month payment period from when the recovered funds begin to be properly submitted (if applicable). Other municipalities, such as Rochester Hills have utilized Azavar's services. The City Attorney has reviewed and approved the contract.

#### **RECOMMENDATION:**

Staff recommends a motion to approve the Professional Services Agreement with Azavar for a franchise fee audit for the City of Madison Heights and authorize the City Manager to sign on behalf of the city.



# Azavar Proposal

# Madison Heights, Michigan

# **Proposal Details**

**Company Name:** Azavar Audit Solutions, Inc. DBA Azavar Government Solutions **Company Address:** 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604

#### **Created by:**

**Prepared for:** 

Tom Fagan Senior Market Executive **Toll Free:** (800) 683-0800

www.azavar.com www.localgov.org Cheryl Rottmann Madison Heights, Michigan

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**Azavar Proposal** 

Proposal Details

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#### **Prior Experience & Qualifications**

Helping local governments manage and maximize revenue for more than 25 years.

Our Commitment

Solid Footing

**Comprehensive Approach** 

**Always Fine-Tuning** 

Wise Counsel

#### **Project Team**

Azavar's Proposed Team

Jason Perry, President

Specific role for the Madison Heights, Michigan:

Audrey Dziemiela, Vice President, Product & Customer Success

Specific role for the Madison Heights, Michigan:

Danny Song, Senior Analyst & Product Owner

Mordecai Benson, Senior Analyst & Product Owner

Tom Fagan, Market Executive, Midwest

#### References

#### Management Overview and Approach

**Initial Tasks** 

Work Plan Approach for Cable Franchise Fees

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### **Executive Summary**

Azavar is honored to submit our proposal for our fully managed revenue management services. We are eager to collaborate with your team to develop and implement a robust local initiative that enhances revenue management and ensures comprehensive compliance and efficient tax administration and business registration. Our primary objective is to optimize the capture of all due taxes, thereby increasing the municipality's revenue potential and enabling the provision of consistent, reliable services to the community.

For over a quarter of a century, Azavar® has partnered with local governments to fortify revenue streams, boost compliance rates, and streamline tax administration and business registration processes. Our integrated approach combines various disciplines to provide a tailored, full-spectrum solution for local revenue management.

- As seasoned professionals in local tax audits, Azavar has successfully conducted thousands of audits for hundreds of municipalities, securing over \$500 million in refunds, credits, savings, and future revenues for communities across the United States. Our expertise spans a diverse range of remittance issues including, but not limited to, food and beverage, use and sales, franchise, hotel-motel, short-term rental, utility, and assorted local fees and taxes.
- Localgov, our proprietary online platform for tax administration, licensing, and business compliance management, addresses the ongoing challenges associated with tax payment, registration, collection, reporting, and customer service. This user-friendly platform and program facilitates accurate and expedient tax payments directly to local governments, fostering more streamlined remittance processes and greater transparency in data, which reduces the necessity for future revenue audits. Localgov also helps to manage your end-to-end registration processes. From compliance education and renewal campaigns, to complex approval workflows and certificate issuance, we make navigating compliance challenges effortless.
- We also provide a fully managed turn-key short-term rental (STR) compliance and monitoring program. Our customers utilize our extensive support system for any requirement; we provide data and evidence from historical online listings and provide access to booking revenue insights to accurately identify the amount of tax owed.
- Furthermore, Azavar offers a comprehensive suite of professional services to meet the evolving needs of local governments. This includes a concierge-style customer service team for government customers and businesses, access to legal counsel, ordinance development experts, and more. Leveraging strategic partnerships, our expert consultants bring over 100 years of collective experience in auditing both regulated and deregulated utilities for local governments.

We look forward to the possibility of partnering with your local government to achieve your financial, compliance, and service delivery goals.

Sincerely, Jason Perry, President

# **Prior Experience & Qualifications**

# Helping local governments manage and maximize revenue for more than 25 years.

Why? Because, like all entrepreneurs, he identified a market challenge and believed he could help.

A technologist by training, Jason is the son of a hardworking midwestern city manager. He'd listen to his father wax on about the challenges of providing excellent constituent service while managing a growing community of increasing complexity. As suburban and exurban communities boomed, legacy government systems couldn't keep up and municipal coffers lost out on critical revenues at a time when service needs were expanding dramatically.

Jason saw the fantastic potential that modern technology might offer municipalities. Unlike other start-ups at the time, Azavar brought more than just a flashy dot-com approach to its customers' needs. Governments need—and deserve —gravitas, understanding, and accountability. As the needs of municipalities have changed, we've evolved our business to tackle those requirements, such as adding a full revenue-analysis arm in 2006 and a streamlined tax-remittance platform in 2016.

#### For more than 25 years, Azavar has provided just that.

- · Smart sensibility combined with limitless creativity.
- The counsel of experts in partnership with tailor-made solutions.
- · Caring consultation plus always-evolving products.

The result? Smarter cities with stronger finances, responsive leaders, and contented citizens.

Our services include auditing municipal taxes and franchises, users, provider taxpayers, hotel/motel taxpayers, sales taxpayers, and costs (electric, natural gas, telecommunications, water, waste, etc.). Current communities served vary in size from populations as small as 500 to as large as 5.2 million that include multiple providers, franchisees, facilities, and services. Azavar has returned over \$500 million to local government clients in refunds, credits, savings, and future revenues through its audits of utilities and users.

### **Our Commitment**

#### **Solid Footing**

We've been serving local governments for more than 25 years. And we only look forward to growing our future in partnership with local governments s of all sizes.

#### Comprehensive Approach

Azavar is proud to center our customers when developing our products and services. We examine the needs of local governments from all angles.

#### **Always Fine-Tuning**

We're always watching trends, seeing what's new. And we respond with offerings that will help local governments improve the quality of life for residents.

#### Wise Counsel

We are privileged to offer thoughtful consultation and exceptional care to our customers, from civic leaders to taxpayer constituents. All in a day's work.

### **Project Team**

Azavar Audit Solutions' team comes from a diverse background including public administration, finance, law, and information technology. Our proprietary auditing software platform, operated by our trained staff, is designed to identify errors, and allows us to pursue maximum recoveries for our clients.

The unique background of our staff and consultants enables us to develop creative solutions to challenges that arise during the audit process and our combined knowledge helps produce great financial results for our clients. The project manager for this project will be Danny Song. All primary consultants planned for this project are as follows:

### **Azavar's Proposed Team**

#### Jason Perry, President

Jason Perry is the President and Founder of Azavar and has been the driving force of Azavar's audit program since its inception, improving methodologies and developing our proprietary audit analysis software. Jason spearheaded the development of Azavar's tax administration and compliance platform, Localgov, a cloud-based system that tracks local government tax and fee compliance with detailed reports.

Jason leads the Azavar Government Solutions team of consultants, analysts, auditors, and field analysts. For more than 25 years, Jason has led Azavar project teams to successfully complete projects for large organizations that include multiple sites and facilities, consultants, and stages, and complex requirements.

#### Specific role for the Madison Heights, Michigan:

- Provide leadership for the entire team regarding the contract.
- Work directly with City Auditor and personnel to ensure the company is exceeding expectations with the Scope of Service and deliverables of the contract.
- Ensure the highest level of client services to the City and the business community.

### Audrey Dziemiela, Vice President, Product & Customer Success

Audrey Dziemiela is the head of customer success and product adoption at Azavar and Localgov. Audrey continuously aligns the company on customer priorities and ensures the software product roadmap maps to customer needs and timelines. She is responsible for the ultimate success and satisfaction of all customers during the Localgov onboarding process and throughout the program lifecycle. She has extensive experience with strategic constituent communications, marketing, sales, and customer experience design. At Azavar and Localgov, she has optimized the onboarding experience and trained staff to provide excellent service.

Audrey holds a Bachelor of Science in Business Administration from Southern New





#### Hampshire University and studied Communication and Media Studies at Loyola University of Chicago. She holds professional certificates in Business Analysis Foundations and Inbound Marketing.

#### Specific role for the Madison Heights, Michigan:

- Work with the City to prepare a customized project management plan with Localgov staff accountabilities and expected outcomes.
- Coordinate all contracting and administrative needs for the City.
- Oversee the success of City onboarding and implementation of the Localgov software, ensuring all teams are aligned and delivering services as laid out in the City scope of services.
- · Responsible for City satisfaction with our products and services.

#### Danny Song, Senior Analyst & Product Owner

Danny Song is a Senior Analyst and has been with Azavar for more than three years. Danny has more than four years of experience in data analysis and data reporting. He maintains all utility audits for the company and helps manage the lodging tax compliance program which includes communications with client and high-level providers across multiple states. Danny is the lead on local government revenue forecasting projects using regression analysis techniques and has experience implementing software systems for Northwestern Medicine. In this role, he led software training and managed reporting the data progress to stakeholders.

Danny holds a Bachelor of Science degree in Economics and Mathematics and is proficient with various analytical tools including R and Sisense, wrangling large data sets into useful visualization and data model.

#### Mordecai Benson, Senior Analyst & Product Owner

Mordecai Benson, is a Senior Analyst and Product Owner with more than five years at Azavar. He brings extensive experience in data analysis, reporting, and management of locally administered tax audits. His expertise in sales tax informs his role in developing Azavar's Localgov Insights & Analytics application, leveraging tools like Tableau and Power BI.

Mordecai holds a Bachelor of Science in Economics and an MBA, and is proficient with financial data tools such as SAP, Oracle, and Bloomberg Terminal. His comprehensive skill set makes him a valuable asset to the Azavar team, driving innovation and excellence in his field.

#### Tom Fagan, Market Executive, Midwest

Tom Fagan has been helping local governments maximize revenue and restore compliance at record efficiency for more than seven years with Azavar. In that time, Tom has worked with more than 300 communities to identify revenue streams that can be improved through compliance audits and our Localgov software to increase revenues and streamline tax administration. In his previous position, he served as Billing and Contracts





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Supervisor for over 15 years leading a team of 20 individuals with a responsibility of over six million dollars in annual revenue.

Mr. Fagan hold a Bachelor of Arts degree in Communication and Theater from the University of Illinois at Chicago. He currently serves as the Chairman of the Board for the Chicago Southland Chamber of Commerce representing Azavar Government Solutions.



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# References

Customer Name	Contact Person/Title	Phone	Email	Populatio n
City of Lake Forest, California	Kevin Shirah, Finance Director	(949) 461-3564	kshirah@lakeforestca.go v	83K
City of Chino Hills, California	Christa Buhagiar, Finance Director	(909) 364-2640	finance@chinohills.org	80K
Village of Bloomingdale, Illinois	Gary Szott, Finance Director	(630) 671-5631	szottg@vil.bloomingdale. il.us	22K
City of College Place	Michael Rizzitiello, City Administrator	(509) 520-9091	mrizzitiello@gmail.com	9К
Village of East Peoria, Illinois	Jeff Becker, Finance Director	(309) 698-4715	jeffbecker@villageofeast peoria.com	23K
Village of Plainfield, Illinois	Traci Pleckham, Director of Management Services	(815) 439-2924	tpleckham@goplainfield. com	39K
Village of Peoria Heights, Illinois	Dustin Sutton, Village Administrator	(815) 439-2924	dsutton@heightsPD.com	6К
Town of Normal, Illinois	Andrew Huhn, Director of Finance	(309) 454-9516	ahuhn@normal.org	54K
City of Joliet, Illinois	Jim Ghedotte, Finance Director	(815) 724-3900	jghedotte@jolietcity.org	148K
City of Maryland Heights, Missouri	Cathy Malawy, Finance Director	(314) 738-2223	cmalawy@marylandheig hts.com	27K
City of Kingsville, Texas	Deborah Balli, Finance Director	(361) 595-8033	dballi@cityofkingsville.co m	25K

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### **Management Overview and Approach**

### **Initial Tasks**

- 1. Contact City's staff and obtain documentation required to kick-off the project.
- 2. Review applicable federal, state, and local regulations and agreements to gain a full understanding of the financial obligations to the City, including the basis for and the determination of taxes and franchise fees.
- 3. Prepare initial data requests to the City and audited entities requesting information related to the review period. During the project, if needed, prepare additional data requests, and submit to the entities.
- 4. Identify and formally address any non-disclosure agreement issues that may arise with a franchisee regarding availability and confidentiality of data necessary to effectively complete the review.

### **Work Plan Approach for Cable Franchise Fees**

#### Review Franchisee's Calculation of Cable Fees

- 1. Inspect billing and receipt records used to substantiate Cable Fees due from customers. Summarize the franchise and PEG fee information for the review period and note any inconsistencies.
- 2. Review financial data of gross revenues to verify that they were reported in accordance with the definition of gross revenues set forth in Illinois, including:
  - a. Comparisons of reported revenues by type over the entire review period;
  - b. Determine if the franchisee reported amounts received from Cable Fees, PEG fees, late fees, and returned check fees; and,
  - c. Review and analyze read histories to identify errors in billing and revenues processes.
- 3. Review payments to the City, supporting data and recalculate the Cable Fees for the review period.
- 4. Develop a spreadsheet model that includes the following calculations:
  - a. Summarize revenues recorded on source documents provided by the franchisee. Include comparison.
  - b. Independently calculate the Cable Fees that should be reported to the Citye.
  - c. Calculate, in parallel columns, the gross revenues reported to the City vs. the gross revenues calculated Azavar, by category of revenues.
  - d. Calculate under/overpayment of Cable Fees by category of revenues.
  - e. Calculate interest charges on under/over payment of Cable Fees and any possible penalties or late filing assessments.
- 5. On a test basis, reconcile gross revenues submitted as supporting documentation with the franchise fee payments to revenues recorded on the audited financial statements or equivalent reporting information.
- 6. Identify each revenue type or source that the franchisee did not include in the determination of Cable Fees remitted to the City for the review period from failure to report or include as a City address.
- 7. Ensure that gross revenues recorded on the general ledger are properly included in the franchise and PEG fee payments in accordance with the franchise agreement.
- 8. Note whether the franchisee has substantively fulfilled its financial obligations regarding its franchise agreement with the City and determine that it adheres to the general parameters of the franchise agreement.

- 9. Verify that the accounting methodologies and procedures used by the franchisee accurately identified revenues subject to Cable Fees within the Citye during the review period, investigate any inconsistencies and provide recommendations, if applicable, and franchisee, as specified in the franchise agreement, have:
  - a. Identified the appropriate source of revenue on which the City's franchisee and PEG fee collections will be based upon (revenues);
  - b. Applied the appropriate franchise and PEG fee calculations as specified in the franchise agreement; and,
  - c. Retained supporting documentation such as customer billing and receipt records to substantiate franchise and PEG fee base.
- 10. Review the growth of the franchisee and perform an analysis that confirms that the revenue growth of the franchisee is similar to the growth of the revenues reported to the City in the franchise and PEG fee payments.

#### Calculate and Report Dollar Amount of Franchise and PEG Fee Underpayments

- 11. Develop a spreadsheet model that includes the following calculations:
  - a. Summarize revenues recorded on source documents provided by the franchisee; and,
  - b. Independently calculate the Cable Fees under/over reported to the City for the review period.
- 12. Calculate under/overpayment of Cable Fees by category of revenues.
- 13. Calculate interest charges and any other applicable fees on under/over payment of Cable Fees.

#### Prepare and Submit Draft and Final Reports to the City

- 14. Submit draft report to the City for review and comments. The draft report will include the following:
  - a. A table that compares, in parallel columns, the revenues reported to the City as compared to amounts calculated by Azavar;
  - b. Explanation of findings, including any noncompliance items noted during the review. Specifically identifying the areas and nature of noncompliance including recommended corrective actions;
  - c. Supporting tables that summarize the findings by year;
  - d. Calculation of under/overpayment of Cable Fees plus any required penalties and interest; and,
  - e. Recommendations for based on the findings.
- 15. Based on comments provided by the City, finalize, and submit final report to the City.

#### **Recovery of Unpaid Cable Fees**

16. Work collaboratively with the franchisee and the City to formulate solutions for noted issues and recovery of unpaid Cable Fees.

#### Deliverables

• Submit final report to the City, which includes supporting schedules, that summarizes the findings with a detailed explanation of payment discrepancies and recoveries including any restitution of unpaid franchise fees.

ltem 6.

### **Fee Proposal**

Azavar proposes to provide the Madison Heights a comprehensive audit program inclusive of all audits contemplated by the City in Professional Services to Audit City Revenues.

Azavar is compensated on a contingent fee, performance basis.

- For all audits where the Madison Heights receives no refunds or additional revenues and/or does not implement any cost savings recommendations made by Azavar, the City will not owe anything to Azavar. Azavar requires no up-front payments or deposits.
- 2. For all future cost savings or revenue enhancements associated with error corrections or recommendations made by Azavar and authorized by the City, Azavar will receive 37%% of the cost savings or revenue enhancement as realized by the over a 36-month period following the implementation of the same. This rate is a discounted rate available only when all audit services requested herein are bundled as part of a comprehensive audit program from Azavar. All costs savings and revenue enhancements will be approved by the City and documented to the City's satisfaction prior to any billing by Azavar. The City is free to accept or reject any recommendations.
- 3. For all refunds or credits not requiring collection action, Azavar will receive 37%% of the funds or consideration received by the City and payable only after the City has received the funds. Azavar works with the City's providers to secure the refunds, credits, or past due funds. In the event collection action is required to return funds to the City, Azavar will receive 50% of the funds or consideration received by the City and payable only after the City has received by the City and payable only after the City has received by the City and payable only after the City has received the funds.

### Summary

Azavar's proposal for a comprehensive audit program is the best option for the Madison Heights because of the audit accurateness and speed produced by our methodology and exclusive software tools. Value is brought to the City by our audit expertise as delivered by our Expert Consultants Group, and the maximum recoveries and refunds that may be produced for the City as represented by our positive reputation among local governments nationwide, built on our success for maximum recoveries in the past.

### **Case Studies**

- Springfield, Illinois: City to collect \$980K from Comcast for underpayment of franchise fees: Read the official article here.
- How Normal, Illinois Added \$60,000 Annually to its Bottom Line: <u>Read the full Normal, Illinois case study on our</u> website.
- Discover How One Address Audit Netted Maryland Heights, Missouri More Than \$80K Per Year: <u>Read the full</u> <u>Maryland Heights case study here.</u>
- How O'Fallon, Illinois Recovered \$250K Annually From Missing Utility Taxes: <u>Read the full O'Fallon, Illinois</u>
   <u>case study here.</u>
- How Woodridge, Illinois Boosted Revenues by More Than \$1 Million: <u>Read the full Woodridge</u>, Illinois case <u>study here</u>.



**Azavar Agreement** 

Created by:

Tom Fagan Azavar **Prepared for:** 

Cheryl Rottmann City of Madison Heights This Professional Services Agreement (this "Agreement") is made and entered into on the 9th day of June 2025 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Madison Heights a Michigan municipal corporation having its principal place of business at 300 West Thirteen Mile Road Madison Heights, Michigan 48071 ("Customer").

#### **1. SCOPE OF SERVICES**

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

#### 2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

#### **3. PAYMENT TERMS**

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

#### 4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

**4.2** Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

#### 5. INTELLECTUAL PROPERTY

**5.1** No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

**5.2** Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

#### 6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

#### 7. TERMINATION

**7.1** This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

**7.2** Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

**7.3** The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

#### 8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

#### If to Azavar:

General Counsel Azavar Audit Solutions, Inc. 55 East Jackson Boulevard Suite 2100 Chicago, Illinois 60604

#### If to Customer:

Finance Director City of Madison Heights 300 West Thirteen Mile Road Madison Heights, Michigan 48071

#### 9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

#### **10. NONSOLICITATION OF EMPLOYEES**

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section

#### **11. USE OF CUSTOMER NAME**

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

#### **COMPLETE AGREEMENT**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

City of Madison Heights	<u>Azavar Audit Solutions, Inc</u>	
Print Name:	Print Name:	
Signature:	Signature:	

Title:

Title:



# **Exhibit A - Statement of Work**

**Azavar Agreement** 

Created by:

Tom Fagan Azavar **Prepared for:** 

Cheryl Rottmann City of Madison Heights

#### Exhibit A - Statement of Work

This Statement of Work ("Statement of Work") is made and entered into on this is made and entered into on the 9th day of June 2025 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Madison Heights a Michigan municipal corporation having its principal place of business at 300 West Thirteen Mile Road Madison Heights, Michigan 48071 ("Customer"). WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on 9th day of June 2025.

#### 1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:

In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer's authorized agent and thirdparty administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses ("Audits"), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customers' ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:

I. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers

#### Exhibit A – Statement of Work

(b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

#### Exhibit A - Statement of Work

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer's Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

#### 2. PAYMENT TERMS.

**2.1** Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

#### **Exhibit A – Statement of Work**

2.2 ICCA (Intergovernmental Cable Commission Authority) Consortium Discount. Azavar will discount the prospective contingency payments referred to in Section 2.3 from forty-five (45) percent to a lesser percentage ("Discount") for Customer and other ICCA Municipalities that execute this Agreement and provide it to Azavar on or before June 15th 2025. The Discount is based on the number of ICCA Municipalities and is as follows:

Executed Agreements Necessary to Achieve Discount and Discounted Fee

3 - 4 Municipalities 40%

5 - 6 Municipalities 39%

7 - 8 Municipalities 38%

9 or more Municipalities 37% - Threshold reached

**2.3** For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

**2.4** If any new revenues, savings, or prospective funds recovered by Azavar result in billings below one hundred dollars (\$100) per month for the duration of the thirty-six (36) month period of billing, Customer will pay for the full 36 months in one billing.

#### **3. COMPLETE AGREEMENT:**

This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

**Azavar Audit Solutions, Inc** 

#### **City of Madison Heights**

Print Name:

Print Name:

Signature:

Signature:

Title:

Title:



# **Engagement Letter**

Azavar, Cozen O'Connor Agreement

Created by:	Prepared for:
Tom Fagan	Cheryl Rottmann

Azavar

City of Madison Heights



#### Azavar Audit Engagement Letter

9th day of June 2025

#### VIA ELECTRONIC MAIL

Cheryl Rottmann City of Madison Heights 300 West Thirteen Mile Road Madison Heights, Michigan 48071

Mr. Jason Perry Azavar Audit Solutions, Inc. 55 East Jackson Street Chicago, IL 60604

#### **Re: Municipal Taxes and Fees**

Dear Cheryl and Jason:

We are pleased that the City of Madison Heights ("Madison Heights") and Azavar Audit Solutions, Inc. ("Azavar") are jointly engaging Cozen O'Connor LLP ("Cozen") to assist in the collection of municipal taxes and/or fees. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Madison Heights and Azavar entered into a Professional Services Agreement on 9th day of June 2025 (the "PSA"), pursuant to which, Azavar is auditing or will audit certain municipal taxes and fees. Azavar and Madison Heights now retain Cozen to advise them as to certain of these audits, specified by Azavar, and any other actions that they may take to identify and collect any taxes or fees and bring these matters to a resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Madison Heights in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen's agreement confirmed in writing.

#### Jonathan M. Grossman

Direct Phone: 202-912-4866 Direct Fax: 202-618-4856 jgrossman@cozen.com

#### **Azavar Audit Engagement Letter**

Cozen's fee will be contingent upon payment of taxes or fees to Madison Heights and will be paid by Azavar out of fees that it receives from Madison Heights under Section 3 of the PSA. Cozen, Azavar and Madison Heights will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses and outside copying fees shall be paid by Madison Heights.

If Madison Heights is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Madison Heights for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Madison Heights will retain ultimate decision-making authority as to this matter.

It is hereby agreed that any dispute, claim or controversy arising out of or relating to this letter, Cozen's representation of Azavar or Madison Heights, or the breach, termination, enforcement, interpretation or validity of this letter, shall be settled by arbitration conducted in Chicago, Illinois, using a single arbitrator and administered by the American Arbitration Association pursuant to its comprehensive rules and procedures. Judgment on the award rendered by the arbitrator may be entered in any state or federal court located in Cook County, Illinois.

Cozen is a general service law firm that Madison Heights recognizes has represented, now represents and will continue to represent numerous clients over a wide range of industries and businesses in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Madison Heights or other clients of the right to select this firm as their counsel.

Thus, as an integral part of the engagement Madison Heights agrees that Cozen may, now or in the future, represent other entities or persons, including in litigation, adversely to Madison Heights or any affiliate on matters that are not substantially related to the legal services that Cozen has rendered, is rendering or in the future will render to Madison Heights under this engagement (an "Allowed Adverse Representation").

### Azavar Audit Engagement Letter

Madison Heights also agrees that it will not, for itself or any other entity or person, assert that either (a) this firm's representation of Madison Heights or any affiliate in any past, present or future matter or (b) this firm's possession of confidential information belonging to Madison Heights or any affiliate is a basis to disqualify Cozen from representing another entity or person in any Allowed Adverse Representation. Madison Heights further agrees that any Allowed Adverse Representation does not breach any duty that this Firm owes to Madison Heights or any affiliate. Madison Heights acknowledges that it has had the opportunity to consult with counsel about the consequences of this waiver.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely, COZEN O'CONNOR

By: Jonathan M. Grossman JMG

Accepted on Behalf of City of Madison Heights:	Accepted on Behalf of Azavar Audit Solutions, Inc.
Signature:	Signature:
	Print Name: Jason Perry
Print Name:	
	Title: CEO and President
Title:	
	Date:
Date:	



# AGENDA ITEM SUMMARY FORM

 MEETING DATE: 6/2/25

 PREPARED BY:
 Chris Woodward, Public Works Supervisor

 AGENDA ITEM CONTENT:
 Director of Public Services - Bid Award: Playground Mulch Installation

 AGENDA ITEM SECTION:
 Consent Agenda

BUDGETED AMOUNT: \$50,000

FUNDS REQUESTED: NTE \$50,000

FUND: 101-752-987-0000

# **EXECUTIVE SUMMARY:**

The FY 2024-25 budget includes funding reallocated for replacing the playscape soft-fall surfaces at several parks. These softfall areas have grown significantly larger as the City installs more sophisticated playground areas, and requires the assistance of a contractor and specialized equipment to properly maintain them. As actual cubic yardage may vary, Staff is requesting approval of an amount not-to-exceed \$50,000.

# **RECOMMENDATION:**

Staff recommends that City Council award the bid for Playground Mulch Installation to the lowest qualified bidder, Superior Groundcover Inc., of Grand Rapids, for a unit cost of \$34.95 per cubic yard, not to exceed \$50,000. Funding is budgeted and available.

Item 7.

DATE:	June 3, 2025
то:	Melissa R. Marsh, City Manager
FROM:	Chris Woodward, Public Works Supervisor Sean P. Ballantine, Director of Public Services

# SUBJECT: Bid Award – Playground Mulch Installation

The FY 2024-25 budget includes funding reallocated for replacing the playscape softfall surfaces at several parks. These softfall areas have grown significantly larger as the City installs more sophisticated playground areas, and requires the assistance of a contractor and specialized equipment to properly maintain them. Last month, the City issued an invitation to bid (ITB) MH-1079, requesting bidders to submit pricing information.

We received three qualified bids for the project, and prices ranged from \$34.95 per cubic yard to \$76 per cubic yard, with total project costs ranging from \$44,386.50 to \$96,520.

Staff recommends that City Council award the bid for Playground Mulch Installation to the lowest qualified bidder, Superior Groundcover Inc., of Grand Rapids, for a unit cost of \$34.95 per cubic yard. The total estimated project cost is \$44,386.50, with funding budgeted and available.

# City of Madison Heights Department of Public Services 801 Ajax Drive

Madison Heights, Michigan 48071

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

#### 2025 DPS - Playground Mulch Bid Tabulation

		Huffman Park		Red C	aks Soccer Cor	nplex		Monroe Park		
Contractor	Est. Qty. (Cubic Yards)	Cost per Cubic Yard	Total Cost	Est. Qty. (Cubic Yards)	Cost per Cubic Yard	Total Cost	Est. Qty. (Cubic Yards)	Cost per Cubic Yard	Total Cost	Total Cost
Capital Landscapes	325	\$ 59.50	\$ 19,337.50	500	\$ 59.50	\$ 29,750.00	445	\$ 59.50	\$ 26,477.50	\$ 75,565.00
Platinum Lawn Service and Landscaping	325	\$ 76.00	\$ 24,700.00	500	\$ 76.00	\$ 38,000.00	445	\$ 76.00	\$ 33,820.00	\$ 96,520.00
Superior Ground Cover	325	\$ 34.95	\$ 11,358.75	500	\$ 34.95	\$ 17,475.00	445	\$ 34.95	\$ 15,552.75	\$ 44,386.50

Lowest Bidder: Superior Ground Cover

#### V. PRICING PAGE:

City of Madison Heights ITB #MH-1079:

Company Name: Superior Groundcover Inc.

Supply and install certified ASTM Engineered Wood Fiber Playground Mulch at various locations in city parks as follows:

Location	Estimated Quantity	Cost per Cubic Yard	Total Cost
Huffman Park	325 CY	\$ 34,95	\$ 11.358.75
Red Oaks Soccer Complex	500 CY	\$ 34.95	\$17,475.00
Monroe Park	445 CY	\$34.95	\$15,552.75
		Total Project Cost	\$ 44.386.50

Total Cost in Writing: Fourty Four Rousand Three Hundred Sighty Six and 5%,00 Delivery Date: June 23-2.7, 2075 Contact Person: Terry Dykstra Telephone: 616-293-3156 Email: terry. sgcagneil.com

#### **COMPANY INFORMATION:**

Company Name Superior Groundcover Inc
Printed Name/Title of Person Signing Bid Terry Dykstone, Sales Manager
Signature My St
Address 10588 Linden Or NW
Grand Repids, MI 49534
Phone: 616-669-7479 Fax: 616-643-8077
Email Address: temy, sgcagmail.com Date: 5-20-2025
ASCUDATE ODICINAL BOOCAL ALONG WITH THREE CODIES IN A SEALED ENVELOR

\*\*\*SUBMIT ORIGINAL PROPOSAL ALONG WITH THREE COPIES IN A SEALED ENVELOPE MARKED ACCORDING TO SUBMITTAL GUIDELINES ALONG WITH QUALIFICATIONS QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT TO THE CITY OF MADISON HEIGHTS CLERK'S OFFICE BEFORE THE DEADLINE 11:00 A.M. ON FRIDAY, MAY 30, 2025. ALL OTHER ITEMS – CONTRACT, LABOR & MATERIALS BOND (IF NECESSARY) – WILL BE SUBMITTED AFTER APPROVAL OF THE CONTRACT.\*\*

#### VI. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

# ( ) If an award is made to Superior Groundeaver Inc. (Company Name)

it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative

~OR~

) Our company is NOT interested in extending this contract. ( (Company Name)

Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

#### VII. CITY OF MADISON HEIGHTS QUALIFICATION QUESTIONNAIRE

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of bidder.

Name of Bidder: Superior Groundcover Inc.
Address of Bidder: 10588 Linden Dr. NW Grand Rapids, MI 49534
Type of Business Entity: Corporation, Partnership, etc.)
How Long Established: 2.5 years
Names and Addresses of All Principals of Bidder: Titus Kumps, President
10538 Lindes Or NW Grand Repids MI 49534

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

2. List 3 current references from municipalities or public agencies familiar with the work performed by the Bidder and list the name, addresses and telephone number of a contact person.

sheet attached e seperate

3. List 3 current references from private or non-public sources familiar with the work performed by the Bidder and list the name, address and telephone number of a contact person.

Separate Sheet attached See

ITB# MH-1079 (2025 Playground Mulch)

Item 7.



# PLAYGROUND PROJECT REFERENCES

The following is a list of references for work Superior Groundcover has performed with a similar scope of work that the City of Madison Heights is requesting, namely, the supply and installation of playground mulch.

# **City of Dearborn Parks**

16901 Michigan Ave. Dearborn, MI 48126 Gary Filiak, Recreation Specialist Phone #- 313-520-5285 Superior Groundcover Inc. has installed 800+ cubic yards at the various city parks going back to 2020.

# **City of Royal Oak Parks**

203 S Troy St. Royal Oak, MI 48067 John Fedele, Superintendent of Recreation Phone #-248-246-3007 Superior has installed between 400-1,4000 cubic yards since 2019 for the various parks.

# **City of Ferndale Parks**

300 East Nine Mile Rd. Ferndale, MI 48220 Charles Taube, Highway/Parks/DDA Supervisor Department of Public Works City of Ferndale 248-546-2525 ext. 605 Superior has installed 350-545 cubic yards since 2023 for the various parks.

# **City of Sterling Heights**

40250 Didge Park Rd. Sterling Heights, MI 48313 Mathew Sharp, Recreation Superintendent 586-446-2714 Superior installed 1,170 cubic yards at the various parks in 2024.

> 10588 Linden Dr. NW Grand Rapids, MI 49534 30954 Industrial Rd. Livonia, MI 48150 2200 Montcalm St. Indianapolis, IN 46208 1471 Gresham Rd. NE, Marietta, GA 30062



# PLAYGROUND PROJECT REFERENCES

The following is a list of references for work Superior Groundcover has performed with a similar scope of work that the City of Madison Heights is requesting, namely, the supply and installation of playground mulch.

# **Sinclair Recreation**

176 E Lakewood Blvd Holland, MI 49424 Diane Sinclair, President 800-444-4954

# **Michigan Recreational Construction**

1091 Victory Dr. Howell, MI 48843 Craig Sheffer, President 517-545-7122

# Penchura, LLC

889 S. Old Hwy 23 Brighton, MI 48114 Eric Sheffer, President 810-229-6245

# Play On Holdings/Great Lakes Recreation

39 Veterans Dr. Suite 310, Holland, MI 49423 Jonathan Slenk, Co-Owner 616-499-7400 4. List the names and address of all subcontractors the Bidder proposes to use on the project.

4

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.

Bidder's or Authorized **Representative's Signature** 

**Title of Signatory** 

Terry Dyksti Bidder's Printed Name

Dated: 5-20-2025

Subscribed and sworn to before me on This 20th day of May , 2025.

- Tylin & boor	
Tylef Decend	Notary Public
OHava	County, Michigan

TYLER DOEZEMA NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OTTAWA My Commission Expires 15-Apr-2028 Acting in the County of

#### NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

Terry Oykstra \_\_\_\_\_being duly sworn deposes and says: (state official capacity in firm) That he/she is <u>Safes</u>

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Madison Heights or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Signature of person submitting bid)

Subscribed and sworn this	20+4	day of	May	, 2025 before me, a Notary Public in and for
said County.			V	

Notary Public

My Commission Expires:

15-APT- 2028

TYLER DOEZEMA NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OTTAWA My Commission Expires 15-Apr-2028 Acting in the County of \_\_\_\_\_ City Council Regular Meeting Madison Heights, Michigan May 12, 2025

A City Council Regular Meeting was held on Monday, May 12, 2025 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

### PRESENT

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

<u>ABSENT</u> Councilor Emily Rohrbach

<u>OTHERS PRESENT</u> City Manager Melissa Marsh City Attorney Larry Sherman Deputy City Manager/City Clerk Cheryl Rottmann

# CM-25-66. Excuse Member.

Motion to excuse Councilor Rohrbach from tonight's meeting.

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

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

Absent: Councilor Rohrbach

Motion carried.

Councilman Soltis gave the invocation, and the Pledge of Allegiance followed.

# **PRESENTATIONS:**

# 2025 National Police Week Proclamation

Mayor Grafstein read the proclamation designating May 15th as Police Officers Memorial Day, in honor of those police officers who through their courageous deeds have lost their lives or have become disabled in the performance of duty. The Mayor and City Council calls upon the citizens of Madison Heights and upon all patriotic, civic and educational organizations to observe May 11-17, 2025, as Police Week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their community, and in doing so have established for themselves an enviable and enduring reputation for preserving rights and security for all citizens. On behalf of City Council, Mayor Grafstein presented Police Chief LeMerise with the proclamation.

# 2025 National Public Works Week Proclamation

City Manager Marsh stated that the City Council is requested to proclaim the week of May 18-24, 2025, as National Public Works Week. Mayor Grafstein read the proclamation. This proclamation recognizes the hard work performed by the men and women of our Department of Public Services and the contributions these employees make every day to our health, safety, comfort, and quality of life. On behalf of the City Council, Mayor Grafstein presented the proclamation to Public Services Director Sean Ballantine.

# CM-25-67. Public Hearing for Fiscal Year 2026 Budget Resolution and Tax Levy.

City Manager Marsh stated that the FY 2026 Budget Council Review was held on April 15, 2025, as part of the regular City Council meeting. This public hearing is scheduled to receive public comments on the Proposed Budget, to appropriate funds, to establish the tax levy for the budget appropriations, and to approve changes to water and wastewater fees and department fees. Pursuant to Section 8.4 of the City's Charter, a resolution has been drafted which, if approved, will adopt the FY 2026 Budget, appropriate funds, levy the property tax, and approve several fee adjustments.

This budget maintains the same tax millage for the city operations at 25.4572 as the current year. There is an adjustment proposed for water and sewer rates of 6.366% to cover the increases passed on to the city from GLWA at 7.38% and Oakland County Water Resources, 6.9% for sewer treatments. The new rates will go into effect for bills on or after July 1, with water rates increasing from \$4.44 per unit to \$4.74 per unit sewer rates increasing from \$6.56 to \$6.96. Following the public hearing, she recommends that the Council approve the FY 2026 Budget Resolution.

Mayor Grafstein opened the public hearing at 7:42 p.m.

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

Motion to approve the Fiscal Year 2026 Budget Resolution and Tax Levy as attached.

Motion made by Councilman Mier, Seconded by Councilor Wright.

Councilor Wright, Councilman Mier and Mayor Pro Tem Bliss thanked the Finance Director, City Manager, and the rest of the team for their hard work on the budget.

Mayor Pro Tem Bliss requested that more public information be posted on the legacy costs the city is obligated to budget for, as well as information on how Proposal A and the Headlee work and how they affect members of the community in different ways.

Councilman Mier noted that almost every department took a decrease in their budgets for next year.

Councilman Fleming noted it is also a challenge to try to keep our rates low while others are passing their costs on to the city, and staff does its best to keep rates low.

Mayor Grafstein concurred with all the comments made by the Council.

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

Absent: Councilor Rohrbach

Motion carried.

# **MEETING OPEN TO THE PUBLIC:**

Richard Taylor spoke regarding tax payments and his lawsuit against various city officials.

Jennifer Ballentine, resident, spoke in favor of the carts-only option for trash pickup.

Corey Haines, resident, stated that he was very impressed with representation of the City at the last Content in the Council and County. He thanked Councilman Soltis for the trip to Lansing with the seniors, noting it was a great trip. He also stated that last weekend was Lamphere's 5k and it was a great event.

Martha Covert, resident, spoke in favor of the court improvements on the Consent Agenda.

Cathy Ellison, spoke in favor of the carts-only option for trash pickup.

Cindy Holder, resident, asked if old carts will still be usable under the new contract? She doesn't want them to go to a landfill, and she wants all opinions to be considered. She expressed concerns with the cart-only option.

City Clerk Rottmann read an email from Jennifer Bowen, resident, in support of the cart-only option.

# CM-25-68. Consent Agenda.

Motion to approve the Consent Agenda as read.

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-69. Park Shelter Building Roof Replacement.

Motion to award the bid for the Park Shelter Building Roof Replacement project to Sterling Construction and Roofing, of Livonia, in a project amount not to exceed the budgeted amount of \$20,000.

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

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

Absent: Councilor Rohrbach

Motion carried.

# **CM-25-70.** Fire Department Software from First Due.

Motion to approve a yearly agreement for \$16,800 with First Due, the sole source vendor, to provide enhanced software technology for the Fire Department.

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-71. Court Building Improvements.

Motion to approve the quote to update the staff lunchroom/law library in the amount of \$17,560 from Allied Building Service through the MiDeal Cooperative purchasing agreement.

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-72. Court Flooring.

Motion to approve the purchase to replace flooring/carpet as quoted in the amount of \$21,722.51 from Smart Business Source.

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-73. Replacement of Court Office Furniture.

Motion to approve the purchase of office furniture as quoted in the amount of \$40,163.45 from Smart Business Source (MITN Contract FH-22-23-2359).

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-74. City Council Regular Meeting Minutes of April 28, 2025.

Motion to approve the City Council Regular Meeting Minutes of April 28, 2025, as printed.

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

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-75. Contract for Assessing Services with Assessment Administration Services, LLC.

Mayor Pro Tem Bliss thanked staff for working diligently and quickly to find an alternative to our current service provider. He noted that not all communities affected by the price increases will be able to take advantage of the option that we have been able to.

City Attorney Sherman commented that the lack of notice was outrageous, and the price increase was ab Item 8. He stated that the Oakland County Commissioners met after our last Council meeting and passed an amendment, but even with that, the increase was still passed on.

In response to Councilor Wright's question, City Manager Marsh stated that she does not anticipate any interruption and expects better service for residents from the new contractor.

Councilman Mier gave kudos to staff and City Manager Marsh for coming up with another option for the city. He stated that he was impressed by the staff and disappointed with our County Commissioner for not representing us as she should have.

Councilman Fleming reviewed the actual prices that were proposed and noted that he was disappointed that the County didn't work with the cities to come up with an affordable cost option.

Mayor Grafstein thanked County Commissioner Charlie Cavell for working for his community and residents. We all need to do what is right for our residents and he stood up for us. She suggested that the city may want to review other services that we get from the County for potential cost increases.

Motion to approve the contract with Assessment Administration Services, LLC, for a three-year period, pending final legal review.

Motion made by Councilman Mier, Seconded by Councilman Fleming.

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

Absent: Councilor Rohrbach

Motion carried.

# CM-25-76. Solid Waste Hauling and Disposal.

Melissa Marsh gave a Refuse and Recycling presentation stating that the city engage the public through a series of "Trash Talks" with approximately 17 community members.

Motion to accept the bid from and award a five year contract to Priority Waste with option to extend, including Alternate Pricing Option Assisted Service, to be paid by the City, and Alternate Pricing Option A (Cart-Only), and C (DPS Roll-Off) and authorize the City Manager to negotiate and enter into a contract with Priority Waste pending legal review. This represents an estimated Year 1 cost of \$1,814,069.40, pending verification of the number of service units.

Motion made by Councilor Wright, Seconded by Councilman Soltis.

Councilor Wright stated that he sat in the Trash Talk sessions. His first impression was to keep it the same as it was; however, after attending the discussions and hearing from the residents firsthand, he is open to the carts-only option and noted there are savings to this selection. This is a shift towards the better. By using cans, we are protecting ourselves from trash going into the streets. In addition, this is an opportunity to create a community by helping your neighbors if they need it.

Mayor Pro Tem Bliss stated that he appreciates staff for their community outreach, thanked DPS Director Ballantine for his dialogue, and noted he appreciates it is a lower cost, the payback period for the carts that were purchased by Council is shorter, and there will be less rodents. He stated that he was disappointed that there was no plan to accommodate those with disabilities, or who may not have people to rely on to assist. He continued that using a cart may be a challenge for some of our residents and we are not considering the people that may struggle. He stated that progress without empathy is not progress and suggested that we help pay for the additional service for those that may need it. He also asked what will happen if someone leaves their trash out in a bag and he is not sure all cans will be recyclable. For these reasons, he cannot support a carts-only program and supports the status quo.

City Manager Marsh clarified that the recommendation from staff is to have the assisted pickup availate to those that sign up be provided for by the city. DPS Director Ballantine added that residents who would need it would be able to sign up for this service with the city paying the cost.

In response to Councilman Fleming's question, City Manager Marsh stated that staff is still developing the guidelines for applying for assistance and would be cognizant of being inclusive.

Mayor Pro Tem Bliss requested that the process for requesting assistance be made available to the public.

Councilman Mier stated that all his concerns were addressed with the discussion this evening. If you know someone that may not qualify for assistance through the city, but still needs assistance, please help them out. He added that he also likes the payback period of 3 years on our cart investment with the carts-only option.

Mayor Grafstein stated that she appreciates the clarification that the city is paying for those who may qualify for assisted services.

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

Absent: Councilor Rohrbach

Motion carried.

# **COUNCIL COMMENTS:**

Councilman Mier stated that is great to celebrate Police Officer's and Public Works Week. The Arts Board gala is on Friday; tickets are still available. The library is having baby prom on May 14<sup>th,</sup> and this Saturday is Little League Opening Day, Friends of Library Book sale and the Fling into Spring Food Truck Rally, so go out and have some fun.

Mayor Pro Tem Bliss stated that he is thankful that the staff listened to his and other comments and appreciates the amendment to the trash contract. He doesn't want to assume that moving the trash cart will be easy for everyone. As the assistance program becomes available, he would like to be kept abreast on the details and like it to be as inclusive as possible. He stated that he is incredibly disappointed in our County Commissioner and of other representatives that didn't work to stop the Oakland County increase, and they should be ashamed. This is the type of decision you only make if you are disconnected from what is going on in your communities. He is angry that the actual market cost is so far below what Oakland County wants to charge us, and this would have never happened under Commissioner McGillivray. He encouraged residents to reach out to Oakland County representatives and noted that it is okay to raise prices to market value, but what was proposed was out of reach. This year the Arts Board Gala is honoring a member of our community Natalie Malotke, from Lamphere, who went on to be a Broadway choreographer and work for Saturday Night Live. There are a limited number of tickets available and the link to purchase is on the Arts Board Facebook page. He noted that you can sponsor a ticket if you cannot attend, and he hopes to see everyone there.

Councilor Wright stated he would have loved to attend the gala, but he is coaching that evening. He stated that last weekend he participated in the Lamphere 5k and encouraged all to participate next year. He thanked Councilman Soltis for letting him participate in Older Michiganian Day bus trip and thanked Representative McFaul and Senator Cheng for being available, noting it is nice when our residents can connect with their representatives. Thank you to law enforcement officers and our DPS folks for the work that they do to keep our city moving and humming along. They keep our city safe and clean. Thank you for the discussion on the trash program, the discussion on costs, and for making sure we are inclusive. The HREC talks a lot about inclusiveness, and they do participate in the ADA Pride event. He noted that the walkways are ADA compliant and accessible in the city. He reminded everyone that it is Mental Health Awareness month and the wide spectrum of assistance that is available from our co-responder program, to healing haven and we all have permission to take care of our mental health. Remember to be kind.

City Attorney Sherman concurred with assessing comments made this evening. The first thing the Commission did was to pass a motion to postpone but then did an about face. They may have heard us, but they choose to move forward in a different manner. We will be notifying the County that we are terminating their services. He noted that Madison Heights was the first city to require curbside recycling and to move forward with carts-only is a positive thing.

City Manager Marsh noted that there are only 22 years left on our landfill, so increasing recycling is encouraged. Tomorrow, Channel 4 is doing a segment, "In your Neighborhood" and at 5 p.m. will be at the Woodpile filming. The pickleball court grand opening is on May 30<sup>th</sup> from 5 p.m. to 8 p.m. Pickleball is the fastest growing sport in the country. There will be demonstrations so come out and learn.

Deputy City Manager/City Clerk Rottmann thank the election inspectors that worked on the May 6<sup>th</sup> election, noting that the city couldn't do it without these volunteers. She noted that the last day to license your dogs in the City Clerk's office is June 1<sup>st</sup>; afterwards licensing must be done through Oakland County.

Councilman Fleming stated that the Recreation Master Plan survey is on Facebook and city website, so please participate. We are looking for input on our parks and programming. The Memorial Day parade is May 24<sup>th</sup> at 10 a.m. on John R, beginning just south of Wilkinson Middle School, to 11 Mile Road and ending at Madison High School. May is Motorcycle Safety Awareness Month, and it is important that if you can, wear a helmet for your safety. Please beware of cyclists. This May is Jewish and Asian Heritage Month. It isn't about the food or the tragedies that have happened, but it is about recognizing the contributions of these communities. If you are so inclined, please look for resources to learn their history to understand the culture and ethnicities.

Councilman Soltis thanked everyone for attending this evening.

Mayor Grafstein thanked Councilman Soltis for facilitating the senior's trip to Lansing. It isn't always easy for our residents to make those connections, and it is nice that they have that opportunity. Our DPS is a branch of our emergency services, and we appreciate all that they do. She is glad for the clarity on the assisted cart option. This experience with the Oakland County has enabled us to get a better deal for our residents. Yesterday was Mother's Day, thank you to all the mothers out there. Mothers come in all shapes and forms and are all the women in our lives that have been there for us. May is Mental Health Awareness month, and she shared her experience with living with someone suffering from mental health issues. She thanked her mom for being a role model and for her resilience. Due to the holiday, Tuesday, May 27<sup>th</sup> is the next City Council meeting.

# **ADJOURNMENT:**

Having no further business, Mayor Grafstein adjourned the meeting at 9:10 p.m.

# A RESOLUTION TO ADOPT A BUDGET FOR MUNICIPAL PURPOSES FOR THE CITY OF MADISON HEIGHTS FOR THE FISCAL YEAR 2025-26 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 12, 2025, 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 25.4572 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		13.5535
Solid Waste		2.4305
Police & Fire Retiree Benefits		7.0000
Neighborhood Road Improvements		1.8374
Senior Citizens		0.4363
Chapter 20 Drain Debt	_	<u>0.1995</u>
Total	_	<u>25.4572</u>

- **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 2025-26 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 Water and Wastewater Charges, set forth in Exhibit "B", and Department Fee schedule.
- 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.

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.

# EXHIBIT "A" CITY OF MADISON HEIGHTS ADOPTED BUDGET RESOLUTION

### FISCAL YEAR 2025-26

### EXPENDITURES

### REVENUES

	GENERA	AL FUND	
General Government	\$7,760,484	Property Taxes and Fees	\$29,118,962
Public Safety	24,576,766	Intergovernmental Revenues	7,113,504
<b>Community Services</b>	4,189,952	Other	5,590,326
Cultural and Recreation	3,438,232	Use of Fund Balance	436,521
Community Development	1,266,172		
Debt Service	1,027,707		
TOTAL	\$42,259,313		\$42,259,313
	MAJOR STI	REET FUND	
Program Expenditures	\$2,175,142	Intergovernmental Revenues	\$2,801,411
		Use of Fund Balance	(626,269)
	\$2,175,142		\$2,175,142
	LOCAL ST	REET FUND	
Program Expenditures	\$2,481,295	Property Taxes	\$2,104,690
r rogrum Experiancies	φ2, 101,295	Intergovernmental Revenues	1,250,336
		Other	50,000
		Use of Fund Balance	(923,731)
	\$2,481,295		\$2,481,295
Des sesses Erre en ditures		& IMPROVEMENT FUND Other	¢ 40 072
Program Expenditures	\$98,972	Use of Fund Balance	\$48,972
	\$98,972	Use of Fund Balance	50,000 \$98,972
	\$90,972		\$70,972
	DOWNTOWN DEVEL	OPMENT AUTHORITY	
Program Expenditures	\$172,165	Property Taxes	\$254,909
_		Intergovernmental Revenues	27,545
		Other	500
		Use of Fund Balance	(110,789)
	\$172,165		\$172,165

# EXHIBIT "A" CITY OF MADISON HEIGHTS ADOPTED BUDGET RESOLUTION

### FISCAL YEAR 2025-26

EXPENDITURES		REVENUES	
	DRUG FORF	EITURE FUND	
Program Expenditures	\$55,500	Other	\$250
		Use of Fund Balance	55,250
	\$55,500		\$55,500
	COMMUNITY IMP	ROVEMENT FUND	
Program Expenditures	\$137,359	Intergovernmental Revenues	\$137,359
8 F	\$137,359		\$137,359
Program Expenditures	\$72,500	AENT REVOLVING Use of Fund Balance	\$32,500
	\$32,500	ose of Fund Datance	\$32,500
	MUNICIPAL BU	UILDING BOND	
Program Expenditures	\$483,100	Transfers In	\$483,100
	\$483,100		\$483,100
	WATER AND	SEWER FUND	
Program Expenditures	\$14,358,476	Sales to Customers	\$13,874,242
		Other	335,800
		Use of Retained Earnings	148,434
	\$14,358,476		\$14,358,476
	DEPARTMENT OF	PUBLIC SERVICES	
Program Expenditures	\$2,405,386	Other	\$2,405,386
	\$2,405,386		\$2,405,386
	MOTOD AND EC	UIPMENT POOL	
Program Expenditures	\$1,261,050	Other	\$1,261,050
r togram Expenditures	\$1,261,050	Other	\$1,261,050
	<i>201,000</i>		<i>\</i>
		IN DEBT SERVICE	
Program Expenditures	\$223,708	Property Taxes	\$223,708
	\$223,708		\$223,708

# EXHIBIT "B" CITY OF MADISON HEIGHTS WATER AND WASTEWATER CHARGES AND DEPARTMENT FEES FISCAL YEAR 2025-26

WATER AND WASTEWATER RATE CHARGES					
Description	Old Rate	New Rate			
Water rate	\$4.44	\$4.74			
Wastewater rate	\$6.56	\$6.96			

# EXHIBIT "B" CITY OF MADISON HEIGHTS WATER AND WASTEWATER CHARGES AND DEPARTMENT FEES FISCAL YEAR 2025-26

# CITY OF MADISON HEIGHTS FEE SCHEDULE FY 2026

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\*Page numbers are listed as presented in FY 2026 Budget Policy Book

The FY 2026 City of Madison Heights Fee Schedule will be effective July 1, 2025, unless otherwise noted. Revisions approved are listed below:

### **Summary of Revisions:**

Section 1. Community Development Department Services

- Increase Contractor Registration Fee from \$15.00 to \$30.00 based on increased department cost.
- Increase Electrical, Mechanical, and Plumbing Inspections from \$70.00 to \$75.00 and reinspection from \$70.00 \$90.00 based on a % increase in cost for inspection services.
- Add fees from the Zoning Ordinance Changes (example: Mobile Food Vendors)
- Add additional Fire Suppression and Alarm Small Project fee of \$150.00

#### Section 2. City Clerk

• Increase Marihuana – Caregiver Business License: \$2,500.00 per year + any applicable re-inspection fees

#### Section 3. Water and Sewer

- Increase service tapping fee paving cost from \$300 to \$750 to include restoration.
- Increase in Commodity Charges:
  - Increase water rate from \$4.44 per unit to \$4.74 per unit
  - Increase in sewer rate from \$6.56 per unit to \$6.96 per unit

#### Section 4. Treasury and Assessing Services

No Change

#### Section 5. Library Services Fees

• Add fees for Makers Space materials (example: poster paper, embroidery thread)

#### Section 6. Fire Services Fees

• Adjust fees per insurance allowances

#### Section 7. Police Services Fees

• Add Gun Purchase Permit fee and IChat fee

#### Section 8. Department of Public Services

• Increase the chipping fee from \$25.00 to \$30.00

#### Section 9: Parks, Park Facility and Recreation Active Adult Center

- Add "Bandshell Rental Fee"
- Resident \$50/2 hour block of time, rounded to each 2-hour period + \$100 refundable damage/cleaning deposit
- Non-Resident \$100/2 hour block of time, rounded to each 2-hour period + \$100 refundable damage/cleaning deposit
- Add fees for Memorial Program

#### Section 10. Active Adult Center Services

No Change

#### Section 11. General Government

No Change

# Section 1. COMMUNITY DEVELOPMENT DEPARTMENT SERVICES

#### SCHEDULE OF FEES FOR PERMITS AND SERVICES

### **BUILDING FEES AND INSPECTION SCHEDULE**

Notice for all permits: A permit remains valid as long as work is progressing, and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. A permit will be closed when no inspections are requested and conducted within 180 days of the date of issuance or the date of a previous inspection. Closed permits cannot be refunded. The charge to reopen a closed permit is \$75.00. Permits may be renewed, *prior to their expiration*, for a period of 180 days.

Developers/Contractors: For those interested in discussing a project in anticipation of submitting for plan review, Building Services offers a pre-construction meeting upon request for a fee of \$210 (limit two meetings)

#### 1.0 <u>ELECTRICAL, MECHANICAL & PLUMBING PERMIT FEE SCHEDULE</u> Receipted to 101-017-476-4771

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 The permit fees for any electrical, mechanical or plumbing permit shall be \$75.00 per inspection. A minimum of one inspection and the application fee are required on all permits. Permit renewals shall be \$35.00. Permit fees are non-refundable after work has started and non-transferable.
- 1.3 Contractor registration fee shall be \$30.00 for all categories of electrical, mechanical and plumbing contractors.
- 1.4 Permits shall be for the minimum number of inspections required in Section 3.
- 1.5 The fee of \$90.00 per inspection shall be charged for the re-inspection of all failed inspections.

#### 2.0 <u>BUILDING, MOVING, DEMOLITION AND SIGN PERMIT FEE SCHEDULE</u> Receipted to 101-017-476-4771

- 2.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 2.2 The permit fees for building permits shall be an application fee plus the applicable permit fee. One inspection and the application fee are required on all permits. Permit renewals shall be \$35.00. Permit fees are non-refundable after work has started and non-transferable.
- 2.3 Contractor registration fee shall be \$30.00 for building, moving, demolition and sign contractors.
- 2.4 A fee of \$90.00 per inspection shall be charged for the re-inspection of all failed inspections.
- 2.5 FEE SCHEDULE:

#### Building Permit Fees Residential Alterations, Additions and Accessory Structures Receipted to 101-017-476-4771

Accessory structures, remodels, repairs, alterations, and other small jobs based on improvement cost as follows:

\$30.00 <u>non-refundable</u> application fee plus permit fees as follows:

Improvement Cost	Fee		
\$0.00 to \$1,000.00 = \$1001.00 up =	\$75.00 \$75.00 + \$6.30 per thousand or fraction thereof, over \$1,000.00		
Plan review fee when required = \$55.00			
Certificate of Occupancy including replacement certificates = \$105.00			

#### New One and Two Family Residential Construction

*Receipted to 101-017-476-4771* 

\$30.00 non-refundable application fee plus permit fees as follows:

\$850.00 plus \$1.15 per square foot over 1,000 square feet. For fee purposes, all finished areas are included including habitable basement spaces and all attached garages.

Plan review fee when required	\$80.00
Certificate of Occupancy including replacement certificates	\$25.00

Exception: Permit and inspection fees for the construction of barrier-free ramps serving one and two family dwelling units shall be waived.

#### Multiple Family, Commercial, and Industrial

Receipted to 101-017-476-4771

\$30.00 non-refundable application fee plus permit fees as follows:

Improvement Cost		Fee
\$0.00 to \$6,000.00	=	\$78.00
\$6,001.00 and above	=	\$0.013 x construction cost

Plan review fee =  $.005 \times cost$ , minimum \$200.00, maximum \$5,000.00. In the event that the Department requires review by outside consultants as part of the plan review, all costs for required outside architectural or engineering reviews shall be paid by the applicant in addition to the standard plan review fees.

#### <u>Certificate of Occupancy - Multiple-Family, Commercial, Industrial</u> Receipted to 101-017-476-4771

Additions/New Construction/Change in use, owner or occupant: \$210.00.

(Where only the ownership of a multi-tenant building changes, the building owner shall be responsible for obtaining a new certificate of occupancy for each tenant. The fee for each new tenant certificate shall be 20% of the regular fee. Where it has been less than one year since the issuance of a certificate of occupancy for any tenant space, the fee and inspection will be waived for that tenant space.)

Attached residential condominiums:	\$25.00 per unit.
Replacement certificates:	\$25.00

#### Certificate of Occupancy – Mobile Food Vendors

*Receipted to 101-017-475-4774* 

Annual Certificate of Occupancy Mobile Food Vendor Fee: \$100.00 Mobile Food Vendor must have an Annual Certificate of Occupancy in addition to annual business licenses.

#### <u>Temporary Certificate of Occupancy</u> Receipted into 101-017-476-4770 with bonds in 705-000-265-2830

Single-family residential - \$250.00 plus bond of \$500.00 per incomplete item or 100% of cost, whichever is greater. Bondable items are concrete, sod, and final grade in the winter months only. Bond for an as-built plot plan shall be \$1000.00.

All other construction - \$325.00 plus bond for 100% of incomplete work.

All temporary certificates are 90 days maximum with one renewals.

#### Signs Receipted into 101-017-476-4770

All permits shall be assessed a non-refundable application fee of \$30.00.

Permit Fees: Permit fees are non-transferable.

#### Permanent signs

Ground signs:	Up to 60 square feet	\$200
Wall signs:	Up to 100 square feet	\$200
	Over 100 square feet	\$280
Re-Facing Permanent Signs:		
	Up to 60 square feet	\$185
Ground signs:		
Wall signs:	Up to 100 square feet Over 100 square feet	\$185 \$265

#### **Demolition**

Receipted into 101-017-476-4770 with bonds in 705-000-265-2830

All permits shall be assessed a non-refundable application fee of \$30.00.

#### Residential:

\$225.00

(Includes pre-demolition, open hole and final site inspections. Additional inspections \$90.00 each. The inspector shall estimate the number of visits required.

#### Commercial and Industrial:

\$210 up to 30,000 cubic square feet

(Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

\$210 over 30,000 cubic square fee plus \$5 per 1,000 cubic square feet

(Includes pre- demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Performance Bond

\$5,000.00

Note: Bond required for all demolition permits including homeowner permits. Bond may be reduced to \$1,000.00 for qualified homeowners at the Department's discretion.

#### Moving

#### Receipted into 101-017-476-4770 with bonds in 705-000-265-2830

All permits shall be assessed a non-refundable application fee of \$30.00.

#### Permit Fees:

\$140.00 Includes pre and post-move inspection. Additional inspections \$75.00 each. The inspector shall estimate the number of visits required.

Performance Bond \$5,000.00

#### Utility Disconnect Fees for Demolition (established by Utility Department):

*Receipted into 592-551-818-0000* See page 15, Miscellaneous Service Fees

#### Code Inspections

*Receipted into 101-017-476-4770* \$70.00 per inspector/per hour, or fraction thereof.

#### **Overtime Inspections**

*Receipted into 101-017-476-4770* \$105.00 per hour.

#### Additional/Add-on Inspections, All Permits

*Receipted into 101-017-476-4770* \$70.00 per inspection.

### Appeal Boards

*Receipted into 101-017-476-4770* \$250.00 for the Construction Board of Appeals.

#### Item 8.

#### 3.0 INSPECTIONS: MINIMUM NUMBER AND WHEN REQUIRED

#### 3.1 Electrical: Single-Family Residential

For new construction, a minimum of three inspections are required: a service, a rough, and a final inspection. An additional inspection shall be required if temporary service is provided.

Remodels shall require a minimum of two inspections; a rough and a final. For all other types of work in this class, inspections shall be required for each visit required from the electrical inspector.

#### 3.2 Electrical: Multiple-Family, Commercial, and Industrial

For a multiple-family structure or multi-tenant commercial or industrial building, a minimum of two inspections (a rough and a final) shall be required for each living or work unit in such a structure. An inspection shall also be required for the service.

For all other buildings in this class, inspections shall be required for each visit required by the electrical inspector. The inspector shall estimate the number of visits required.

A separate inspection shall be required for temporary service.

#### 3.3 Mechanical: Single-Family Residential

For new construction, a minimum of three inspections: a rough, a final, and a gas line inspection shall be required for each heating system. A separate inspection shall be required for each cooling system. A heating or cooling unit without a distribution system shall require one inspection.

Remodels shall require a minimum of a rough and final inspection. For all other types of work in this class, inspections shall be required for each visit required by the mechanical inspector.

Pre-fab fireplaces shall require a minimum of one inspection per dwelling unit. Multiple fireplaces in the same dwelling unit and inspected on the same visit shall require one inspection. Units may also require a gas line pressure test and inspection.

#### 3.4 Mechanical: Multiple-Family, Commercial, Industrial

Each heating and/or cooling unit shall require one inspection. Each multi-family dwelling unit shall require a rough and final. Installation or modification of any distribution system not involving the associated heating/cooling unit shall require one inspection. Where an underground inspection(s) is required, an additional inspection shall be charged per visit. Gas lines require an additional pressure test and inspection per system.

Refrigeration units of one horsepower or greater shall require one inspection per unit. Concealed piping shall require an additional inspection per system.

#### 3.5 Plumbing: Single-Family Residential

For new construction, an underground, rough, and final plumbing inspection shall be required.

Remodels shall require a minimum of two inspections, a rough and final. For all other types of work in this class, inspections shall be required for each visit required from the plumbing inspector.

#### 3.6 Plumbing: Multiple-Family, Commercial, Industrial

Each unit in a multiple-family structure or in a multi-tenant structure shall require a rough and final inspection. An additional inspection for underground plumbing shall be required for each unit in a strip center. A multiple-family structure or other multi-tenant building shall require an additional inspection for underground plumbing at the rate of one inspection per building. An additional inspection shall be required for sewer and water service.

All other commercial and industrial buildings shall be charged at the rate of one inspection for each visit required from the plumbing inspector. The inspector shall estimate the number of visits required.

#### 3.7 Building: All Construction

Building inspections shall follow the schedule below to the extent applicable:

- a. Footing before footing is poured. Property lines must be identified for the inspection.
- b. <u>Backfill</u> before foundation wall is backfilled and before slab floors and with sill plate and foundation drain in place and anchor bolts installed.
- c. Brick Ledge after the first course of brick, flashing, weep holes, and pea stone are installed.
- d. <u>Rough</u> before any framing is covered and after rough electrical, mechanical and plumbing inspections are approved.
- e. Insulation prior to covering insulation.
- f. <u>Slab</u> prior to pouring concrete slab with sub-base, forms, and any reinforcement and insulation installed.
- g. Fireplace Masonry when damper and first flue liner are in place.
- h. Drywall fastener inspection before drywall is taped.
- i. <u>Final</u> after final electrical, plumbing, and mechanical inspections are approved.
- j. <u>Final Site/Certificate of Occupancy</u> when all inspections are approved and prior to Occupancy. It is illegal to occupy a building before a Certificate of Occupancy is issued. As built drawings including the approved, existing, and final grade elevations must be received before an occupancy certificate can be issue

### CONCRETE PERMITS INCLUDING NON-TELECOMMUNICATION WORK IN RIGHT-OF-WAY

Receipted into 101-017-476-4770 with bonds in 705-000-265-2830

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 Permit Fees: Permit fees are non-refundable after work has started and non-transferable.

Cutting, repair, sawing, removal, replacement or modification of street surface, aprons, or curb and gutter: \$75.00 per required inspection (two inspections are required minimum unless work is covered by a site plan and bond.)

\$5,000 bond (\$1,000 for qualified homeowner permits at the Department's discretion) is required for ROW work. Waived for registered contractors with annual bonds posted and projects with site plan guarantee bonds posted.

Concrete flatwork:	\$75.00 per inspection
	(fees waived for five (5) squares or less of public sidewalk)

 1.3
 Contractor registration fee: Registration
 \$30.00

 Performance Bond
 Minimum \$5,000.00 (Required for ROW)

#### **PRIVATE WATER AND SEWER SERVICE**

Receipted into 101-017-476-4770-000 with bonds in 705-000-265-2830

- 1.1 All permits shall be assessed a non-refundable application fee of \$30.00.
- 1.2 Permit Fees: Permit fees are non-refundable after work has started and non-transferable.

Private sewer and water leads (from the building to the storm sewer, sanitary sewer or water main) including replacements:

	Storm or sanitary sewer lead Water lead Gate wells or structures	\$70.00 each. \$70.00 each. \$70.00 each.
	Public sewer and water mains:	See non-telecommunication engineering fees below
1.3	Contractor registration fee: Registration Performance Bond	\$30.00 \$5,000.00 (Required for ROW)

### **PLANNING FEES**

#### Receipted into 101-030-628-6071

Pre-Application Meetings, Conceptual Review, and Pre-Construction Meetings

- No charge for Pre-Application or conceptual meetings with Community & Economic Development (CED) Department staff.
- Concept Plan review or Pre-Application meeting at Technical Review Committee (TRC): \$100.00
- Pre-Construction (post site plan approval) meeting at Technical Review Committee (TRC): \$100.00

#### Pre-Application Meetings, Conceptual Review, and Pre-Construction Meetings

- No charge for Pre-Application or conceptual meetings with Community & Economic Development (CED) Department staff.
- Concept Plan review or Pre-Application meeting at Technical Review Committee (TRC): \$100.00
- Pre-Construction (post site plan approval) meeting at Technical Review Committee (TRC): \$100.00

#### Site Plan Review:

- Major Site Plan Technical Review Committee (TRC) Application:
  - Residential (multi-family): \$700.00
  - Non-Residential: \$850.00
- Major Site Plan Planning Commission Application: \$1,000.00
- Minor Site Plan and Mobile Food Site Plan Application: \$200.00

All site plan review fees cover the initial submittal and one (1) revision. There shall be a charge of \$200.00 for each subsequent review

#### Site Plan Extensions & Amendments

- Site Plan Extensions: \$100.00 for each extension.
- Small-scale amendment to an approved Minor Site Plan: \$100.00
- Small-scale amendment to an approved Major Site Plan: \$200.00
- Large-scale amendment to an approved Minor or Major Site Plan: 75% of original fee.

#### Special Land Use Application: \$750.00

#### Temporary Use Application: \$30.00

Land Divisions, Combinations, Plats and Site Condominiums, Public Easements

- Land Divisions: \$500.00 + \$50.00 per resulting parcel
- Land Divisions with new roads: \$750.00 + \$50.00 per resulting parcel
- Land Combinations: \$500.00
- Plats and Site Condominiums: \$1,000.00 + \$15.00 per unit for residential and \$75.00 per acre for nonresidential.
- Public Easement Vacation Application: \$500.00
- Encroachment into Public Easement: \$50.00

### **ZONING FEES**

#### Receipted into 101-044-680-6701

#### Zoning Board of Appeals (ZBA)

- Dimensional Variance Application (Single-Family, Duplex, Multiplex, Townhomes): \$400.00
- Dimensional Variance Application (Multi-Family and Non-Residential): \$400.00 + \$300.00 for each additional variance request.
- Appeal of Administrative Decision: \$400.00
- Zoning Interpretation: \$400.00

#### Rezoning

- Petition for Traditional Rezoning or Rezoning with Conditions: \$1,500.00
- Planned Unit Development (PUD):
  - Pre-Application Conference (TRC): \$100.00
  - Determination of Qualification Application: \$750.00
  - PUD Plan Application: \$1,250.00

#### Zoning District Verification Letter: \$30.00

#### **BROWNFIELD REDEVELOPMENT AUTHORITY FEES**

Receipted into 101-044-680-6701

Application fee: \$1,500.00 plus \$2,500.00 engineering escrow.

### ENGINEERING FEES – (NON-TELECOMMUNICATION)

Receipted into 101-030-628-6701			
Engineering Plan Review:	Application fee (non-refundable)		\$400.00 for all projects
	Public projects:	Review fee Inspection fee	2% of site construction cost 4% of site construction cost (see ROW inspection below.)
	Private projects:	Review fee	2% of site construction cost (\$200.00 minimum)
	Residential site/p	olot plan review \$7	5.00
Engineering Inspections:	\$75 / Inspection	+ \$100 for each Co	ompaction / Material Test
Landfill permits:	\$60.00 + \$0.05 p	er cubic yard of fil	Ι.

### **RIGHT OF WAY PERMITS – (NON-TELECOMMUNICATION)**

#### Receipted into 101-030-628-6701

Application Fee:	\$200.00 (non-refundable)
Review fee	2% of the cost of the project. Minimum \$200.00
Inspection Fees:	4% of the cost of the project. If the inspection fees exceed 4% of the project cost, the permittee shall be charged 175% of the actual payroll costs (including but not limited to wages, fringe benefits and/or expenses) for all inspection fees exceeding the non-refundable 4% inspection fee. \$100.00 for each road crossing/driveway compaction test
Bonds:	Cash Bond 5,000.00
GIS Fee: Third or more Offenses (san	\$150.00 ne growing season) \$300 + Actual Contractor Charges

### LANDLORD LICENSING

#### *Receipted into 101-017-476-4771*

Four-Year	New Registrations and Renewals
Registration Fees:	<u>Through Renewal Date*</u>
Single-family	\$210.00
2 to 4 units	\$245.00
5 or more units	\$47.50 per unit

\*Code enforcement action will commence if the application <u>and</u> fee are not received before the current expiration date; if the renewal is not completed within thirty (30) days after the renewal date; or if a new application is not completed within thirty (30) days of the initial application date.

A fee of \$75.00 per inspection shall be charged for all locked-out inspections and \$90 for a re-inspection of all failed inspections.

Note: All renewal licenses are for forty-eight (48) months. New and pro-rated licenses may be for less than fortyeight (48) months. All licenses for the same landlord will expire on the same date.

# CODE ENFORCEMENT PROPERTY MAINTENANCE FEES

#### Service and Mowing

Receipted into 101-030-626-6260

Service:

Mowing

Cost: Mowing, labor and disposal costs are based on the current contract.

<u>First Offense</u>: \$100.00 Administrative Fee + Actual Contractor Charges <u>Second Offense</u> (same growing season): \$200 + Actual Contractor Charges <u>Third or more Offenses</u> (same growing season): \$300 + Actual Contractor Charges

Clean Up/Debris Removal

*Receipted into 101-030-626-6270* 

Clean-up/Debris Removal (ROW)	\$150.00 Administrative Fee + Actual Labor and Disposal Charges Repeat Offenders \$250.00 Administrative Fee + Actual Labor and Disposal Charges
Clean-up/Debris Removal (PVT)	\$250.00 Administrative Fee + Actual Labor and Disposal Charges * Repeat Offenders \$500 Administrative Fee + Actual Labor and Disposal Charges * *Warrant required prior to contractor authorization
<u>Snow Removal</u> Receipted into 101-030-626-6270	
Snow Removal (Public Walks)	<u>First Offense</u> \$100.00 Administrative Fee + Actual Contractor Charges <u>Second Offense</u> (same season) \$200 + Actual Contractor Charges <u>Third or more offenses</u> (same season) \$300 + Actual Contractor Charges

### **HOTEL INSPECTIONS**

Annual Building and Fire Inspections

\$15.00 per unit / per year

# MEDICAL & ADULT USE MARIHUANA FACILITY/MEDICAL & ADULT USE MARIHUANA GROW OPERATION

Application Fee:

\$500.00 nonrefundable

Annual License Fee:

\$5,000.00 per year

### **GEOGRAPHIC INFORMATION SYSTEMS FEES**

#### Receipted into 101-030-628-6075

Digital prices are for digital raw data of City of Madison Heights. Datasets are to be distributed "**AS IS**" at the time of sale. The cost DOES NOT include, updates to ongoing coverage projects. Creation of mapping products that do not exist; shall be \$75.00 per hour plus printing costs.

Hardcopy Maps	Small Format (11 x 17)	Large Format (24 x 36 & up)
Aerial Photos (City wide)	NA	\$25.00-\$45.00
Existing Land Use Map	\$5.00	\$25.00
Future Land Use Map	\$5.00	\$25.00
Zoning Map	\$5.00	\$25.00
General Street Map	\$5.00	\$25.00
Utility ¼ Section Map	\$5.00	\$25.00
Benchmark Map	\$5.00	\$25.00
Street Map	\$5.00	\$25.00
Misc. (Future printed products)	\$5.00	\$25.00

#### Electronic File Format Prices (when available)

Layers	Prices	Per Section
Benchmarks (elevations)	\$50.00	NA
Contours	\$250.00	\$75.00
Aerial Photos	\$250.00	\$75.00
Parcel Coverage (property lines)	\$500.00	\$135.00
Pictures of all parcels	\$200.00	NA
Pavement Management (profiles)	\$500.00	NA
Road Projects	\$50.00	NA
Sidewalk Gap	\$50.00	NA
Utilities (each)	\$500.00	\$135.00
City Fiber Network	\$200.00	NA
Street ROW	\$200.00	NA
Street light network	\$200.00	NA
Street sign	\$100.00	NA
Public Facilities (buildings, properties)	\$100.00	NA
Zoning	\$100.00	NA
Existing Land Use	\$100.00	NA
Future Land Use	\$100.00	NA

#### FIRE SUPPRESSION AND FIRE ALARM

Administration Fee:	\$125.00
Mechanical/Electrical Inspection	\$75.00
Re-inspection Fee	\$90.00
Plan Review In-House:	
Suppression	Project cost x 0.03, minimum \$150.00
Alarm	Minimum \$150.00
Contractor Registration Fee:	\$30.00

#### **Permit Fees**

Suppression	
1 to 20 heads	\$205.00
21 to 100 heads	\$435.00
101 to 200 heads	\$580.00
201 to 300 heads	\$665.00
301 to 500 heads	\$980.00
Over 500 heads	\$980 plus \$1.09 per head over 500
Fire Pumps	\$200.00 per pump
Rush Plan Reviews	Add 100% to base fee. 1 to 3 days turnaround. In
	addition, add \$25 for overnight plan return.
Restaurant Hoods Systems	
1 to 15 nozzles wet chemical system	\$280.00
16 to 30 nozzles wet chemical system	\$390.00
31 to 50 nozzles wet chemical system	\$500.00
Mechanical Hood and Duct System	\$390.00 per hood system; additional hood at same
	time \$195.00
Gas or Dry Chemical Suppression Agent System	
1 to 50 pounds of suppression agent	\$265.00
51 to 100 pounds of suppression agent	\$320.00
101 to 200 pounds of suppression agent	\$330.00

201 to 300 pounds of suppression agent	\$345.00
301 to 400 pounds of suppression agent	\$375.00
401 to 500 pounds of suppression agent	\$400.00
501 to 750 pounds of suppression agent	\$465.00
751 to 1,000 pounds of suppression agent	\$580.00
Over 1,000 pounds of suppression agent	\$580.00 plus \$0.29 for each pound of agent over 1,000
1 to 10 fire alarm devices	\$200.00
11 to 25 fire alarm devices	\$290.00
26 to 50 fire alarm devices	\$435.00
51 to 75 fire alarm devices	\$700.00
76 to 100 fire alarm devices	\$850.00
101 to 125 fire alarm devices	\$1,020.00
Over 125 fire alarm devices	\$1,020.00 plus \$5.70 per additional device over 125
Small Project Fee (without substantial changes to suppression or alarm systems	\$150.00

#### Section 2. CLERK DEPARTMENT SERVICES

#### SCHEDULE OF FEES FOR PERMITS AND SERVICES

BUSINESS LICENSE/PERMIT FEES				
<i>Receipted into 101-014-476-4570</i> Business Licenses: \$100.00 per year				
Marihuana - Medical/Adult-Use Business License: Marihuana – Caregiver Business License: fees	\$5,000.00 per year \$2,500.00 per year + any applicable re-inspection			
Massage Business License: therapist.	\$300.00 per year + \$150.00 per licensed massage			
Hotel Business License:	\$300.00 + per unit fee			
Late Fee is double the fee listed above.				
Temporary/Seasonal Business Licenses Home Solicitation Licenses	\$100.00 \$100.00			
Medical or Adult-Use Marihuana Facility/Medical or Adult- Application fee	Use Marihuana Grow Operation Business License			

Application fee \$500.00 non-refundable

#### **ANIMAL LICENSE**

#### 1.0 Dogs and Cats. Receipted into 101-017-490-4800

- All dogs and cats, six (6) months of age or older, must be licensed and have a current Rabies Vaccination Certificate.
- Residents must provide a valid rabies vaccination certificate signed by the veterinarian to obtain a license. Senior Defined as (65+) in age.
- Tags can be purchased from December 1<sup>st</sup> to June 1<sup>st</sup>
  - \*Tags purchased after June 1<sup>st</sup> are subject to Oakland County Late Fees.

1 Year Spayed/Neutered	\$15
1 Year Male/Female	\$25
1 Year Spayed/Neutered Senior	\$14
Discount	
1 Year Male/Female Senior	\$23
Discount	

3 Year Spayed/Neutered	\$40
3 Year Male/Female	\$70
3 Year Spayed/Neutered Senior	\$37
Discount	
3 Year Male/Female Senior	\$64
Discount	

A \$5.00 penalty per pet will be imposed if the license renewal occurs more than 30 days after the rabies vaccination expires

• Animal Tag Replacement \$1.00 per tag

#### **MISCELLANEOUS FEES**

**Bicycle Licenses**<br/>Receipted into 101-017-490-4810<br/>All bicycles to be ridden in the City on a street or public path shall be licensed.<br/>Bicycle \$2.00One-time fee per bicycle

#### 2.0 <u>Vital Health Statistics</u>

Receipted into 101-030-628-6078

Birth Certificates – First Copy	\$15.00
Birth Certificates – Second and additional copies	\$ 5.00
Death Certificates – First Copy	\$15.00
Death Certificates – Second and additional copies	\$ 5.00

#### 3.0 <u>Video/Vending Machine</u>

Receipted into 101-014-476-4570

Distributor Licenses	\$10.00
Amusement Devices (Pool Tables, Jukeboxes)	\$20.00
Vending Machines	\$20.00
Video/Electronic Amusement Devices	\$62.50

#### 4.0 Voter Registration Records

Processing Fee and Excel spreadsheet
Electronic Media Storage and Excel spreadsheet

#### 5.0 Notary Fees

No Charge for first document Non-Resident

#### 6.0 <u>Copy Fees</u>

Copies

\$12.00 \$12.00 + actual price of storage device

\$10 for additional document \$10 for each document

\$0.10 per page

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#### Section 3. WATER AND SEWER OPERATION SERVICE FEES

#### **UTILITY RATES**

#### 1.0 <u>Water and Sewer Rates</u>

Residential water receipted into 592-010-642-6430 Commercial/industrial water receipted into 592-010-642-6440 Wastewater receipted into 592-020-630-6115

Residential customers of the City are billed quarterly depending on what district or area of the City they live. All residential customers that are connected to the City water/sewer system are subject to a minimum bill of 10 units per quarter.

Commercial customers of the City are billed monthly. All commercial customers that are connected to the City water/sewer system are subject to a minimum bill of 3.33 units per month.

Water and Wastewater are billed in units. 1 unit = 100 cubic feet = approximate 748 gallons.

Water\$4.74 per unitWastewater\$6.96 per unit

#### 2.0 <u>Stormwater</u>

Stormwater fees shall be eliminated.

#### SERVICE FEES

#### 1.0 Service Tapping Fees

Meter & Materials receipted into 592-000-273-5000 Service Connection receipted into 592-000-273-6000 Transmission receipted into 592-010-629-6113 Paving receipted into 592-010-626-6111 Sewer Privilege Fee receipted into 592-020-630-6117

If the service requires crossing a five (5) lane highway, additional charges will apply.

Supply/ Meter Size						
Description	1″	1 ½"	2″	3″	4"	6″
Meter & Materials	\$1,250	\$1,700	\$2,300	\$3,900	\$4,900	\$7,950
Service Connection	\$900	\$1,250	\$1,500	-	-	-
Transmission	\$72	\$72	\$72	-	-	-
Paving & Restoration	\$750	\$750	\$750	-	-	-
Sewer Privilege Fee	\$622	\$897	\$1,183	\$2,310	\$3,493	\$3,575
Total	\$3,144	\$4,219	\$5,355	\$6,210	\$8,393	\$11,525

#### 2.0 Meter Fees

#### Receipted into 592-010-626-6111 GLWA pass through charges receipted into 592-010-642-6490

1″ 1 1⁄2" 2″ 4" Description 5/8" ³∕₄" 3″ 6" Frozen Meter Charge w/service \$180 \$180 \$350 \$925 \$3,950 \$6,500 \$725 \$3,000 Damaged/Missing Transmitter \$150 \$150 \$150 \$150 \$150 \$150 \$150 \$150 Damaged Register Head (Per Head if Compound) \$115 \$115 \$115 \$115 \$115 \$115 \$115 \$115 GLWA (Pass Through) \$3.64 \$5.46 \$9.10 \$20.02 \$29.12 \$52.78 \$72.80 \$109.20

#### Miscellaneous Service Fees Receipted into 592-010-626-6111 3.0

Fire Suppression Private Water Line Charge Final Reading	\$5 per month \$20 per account processed
"No Show" Charge for service calls	\$30 per occurrence
Turn-Off/Turn-On	\$60
Reinstall Meter with Turn-On	\$60
Meter Bench Test (5/8 – 1 ½") – Reading within AWWA range	\$60
Meter Bench Test (2" and above) – Reading within AWWA range	\$350
Fire Suppression System – Turn-Off/Turn-On	\$60
Construction Water Use	\$125
Hydrant Meter Deposit	\$2,000
Disconnect Water Service from Main (3/4"-2")	\$700
Disconnect Water Service from Main (3"-6")	\$1,000
Service Call Overtime Charge (Mon- Sat)	\$100
Service Call Overtime Charge (Sun & Holidays)	\$200
Hydrant Flow Test	\$100
Hydrant Flow Test with Salt Needed	\$175
Hydrant and Meter Rental	\$5 per day + water consumption

#### Tampering with meter or water service:

Residential	50-unit penalty plus the City may prosecute
Commercial/Industrial	100-unit penalty plus the City may prosecute
Bypass violations	100 unit penalty plus the City may prosecute

## Section 4. TREASURY AND ASSESSING SERVICE FEES

#### **PROPERTY AFFIDAVIT PENALTY**

Receipted into 101-011-445-0000

A Property Affidavit must be filed within 45 days of the property transfer. Filing is mandatory and requires Form 2766 from the Michigan Department of Treasury.

Penalty for failure to complete and submit all required paperwork to the City:

• Industrial and Commercial property:

If the sale is \$100,000,000 or less - \$20 per day for each separate failure beginning after the 45 days have elapsed up to a maximum of \$1,000

If the sale is \$100,000,000 or more - \$20,000 after the 45 days have elapsed

• Real property other than industrial and commercial:

\$5 per day for each separate failure beginning after the 45 days has elapsed, up to a maximum of \$200.

#### TAX ADMINISTRATION FEE

Receipted into 101-011-447-0000

The City of Madison Heights bills and collects taxes on behalf of all taxing jurisdictions in the City. A 1% fee of all taxes billed is added to cover this service as allowed in the State of Michigan General Property Tax Act 211.4 (3).

#### **DUPLICATE BILL FEE**

Receipted into 101-044-680-6701

If a duplicate bill must be printed for payment or customer records the City charges a duplicate bill fee. This fee is set by the Department Head Based on an estimate of time and materials.

\$3 per bill requested.

#### **STOP PAYMENT FEE**

Receipted into 101-044-680-6701

If the City must stop payment of a check issued a \$25 stop payment fee may be charged to the payee of the check. This fee is set by the Department Head based on the fee the City is charged from our banking institution.

#### **RETURNED CHECK/ACH FEE**

Receipted into 101-044-628-6705

If a customer has a payment returned for any reason including (non-sufficient funds, closed account, or wrong account information) a \$25 returned check/ACH fee will be charged to the customer. This fee is set by the Department Head based on the fee the City is charged from our banking institution.

Item 8.

#### Section 5. LIBRARY SERVICES

#### **RENTAL AND LATE FEE**

#### Receipted into 101-030-628-6085

Library materials that are not returned within 21 days of the date due or are returned damaged are charged the full replacement cost of the item at the time of purchase. Damaged items needing repair instead of replacement will be charged the repair cost instead of replacement.

\$5 per concert for children under 12 and senior citizens \$10 per concert for adults \$25 family rate per concert (two adults and up to six children)
\$0.10 per page, black and white \$0.25 per page, color
First five pages are free-of-charge daily. \$0.10 per additional page, black and white \$0.25 per additional page, color
<ul> <li>\$0.10 per gram</li> <li>\$0.25 small button</li> <li>\$1.00 per 8.5 x 11 sheet</li> <li>\$5.00 each</li> <li>\$0.25 per pouch (8.5 x 11)</li> <li>\$1.00 per foot (12 in sq)</li> <li>\$2.00 per foot</li> <li>\$5.00 each</li> <li>\$1.25 each</li> <li>\$1.00 per linear foot</li> <li>\$1.00 per linear foot</li> <li>\$0.25 per 5,000 stitches (Stitches will be rounded up to the nearest 5,000</li> </ul>

#### **MISCELLANEOUS FEES**

Arcadia Book Fees receipted into Historical Commission Escrow 705-000-291-9000 All other receipted into 101-030-628-6085

Library Card non-resident\$100 annualArcadia Book: Images of America, Madison Heights\$22

#### Section 6. FIRE SERVICE FEES

#### **AMBULANCE AND EMERGENCY RESPONSE FEES**

1.0	Advanced Life Support Services Receipted into 101-044-638-6707 ALS Emergency Transport ALS Emergency Transport II ALS Non-Emergency Transport Treat No Transport	\$936 \$1,356 \$591 \$400
2.0	Basic Life Support Services Receipted into 101-044-638-6707 BLS Emergency Transports	\$788
	BLS Non-Emergency Transport	\$439
3.0	Miscellaneous Fees Receipted into 101-044-638-6707 Loaded Mile (scene to hospital fee per mile) Oxygen Extrication Defibrillator Cost Recovery for Structure Fires	\$17.50 per mile \$50 \$500 \$50 \$50

#### **MISCELLANEOUS FEES**

#### **1.0** Cardiopulmonary Resuscitation (CPR) Course Courses Receipted into 101-044-637-6709

Course fees include supplies and materials used. BLS for Healthcare Providers Heartsaver First Aid/CPR/AED Heartsaver CPR/AED Online CPR Practical Skills Verification Off-site Location Fee

#### 2.0 Inspections and Reporting

Fire incident reports FOIA Fees EMS reports Environmental Inspection Assessment Fire Re-Inspection \$40 per participant \$60 per participant \$50 per participant \$30 per participant \$100 per class

See Section 12 – See Section 12 – FOIA Fees \$25 per assessment 1<sup>st</sup> and 2<sup>nd</sup> inspections no charge 3<sup>rd</sup> inspection \$100 each 4<sup>th</sup> inspection \$200 each 5<sup>th</sup> or more inspections \$300 each

False alarms – see fee schedule in the Police Department in Section 7.

## Section 7. POLICE SERVICES

#### FALSE ALARM FEES

Number of alarms is determined on a rolling calendar year from the date of the first false alarm.

1st False Alarm	No Charge
2nd False Alarm	No Charge
3rd False Alarm	\$100
4th False Alarm	\$200
5th False Alarm	\$300
6th False Alarm	\$400
7th and all subsequent violations	\$500

#### POLICE FOIA AND MISCELLANEOUS FEES

FOIA	
In-Car Video Recordings Audio Tape Photographs File size requiring an external drive	actual wages to prepare actual wages to prepare actual wages to prepare \$7.50 in addition to the actual wages to prepare
<u>Reports</u>	
Accident Reports	\$15 per report set by contract with Oakland County
Gun Purchase Permit (LTP)	\$10 for residents and \$20 for non-residents
IChat	\$15
	In-Car Video Recordings Audio Tape Photographs File size requiring an external drive <u>Reports</u> Accident Reports <u>Gun Purchase Permit (LTP)</u>

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#### Section 8. DEPARTMENT OF PUBLIC SERVICES

#### **RV LOT RENTAL FEE** Receipted into 101-030-651-6285 RV Lot Rental based on availability \$250 annually with renewals on July 1 **RV Lot Late Payment Fee** \$50 late fee after renewal due date of June 30 each year **BRUSH CHIPPING FEE** Receipted into 101-030-626-6270 Curbside brush chipping service \$30 per every 15 minutes **MOBILE HOME SOLID WASTE COLLECTION FEE** Receipted into 101-030-626-6240 Solid Waste Collection \$10.00 per unit This fee is invoiced twice per year based on per unit count as verified by a representative of the Department of Public Services. **MEMORIAL PROGRAM**

# Receipted into 101-030-642-6431 Memorial Tree (tree only): \$600.00 Memorial Plaque: \$100.00 Park Bench (bench only): \$1,575.00 Bike Rack (rack and associated pavement): \$1,275.00 Drinking Fountain \$13,000.00 (fountain, plumbing and service connection and associated pavement)

#### Section 9. PARKS, PARK FACILITIES AND RECREATION SERVICE FEES

The City of Madison Heights allows the rental of multiple park pavilions (Civic Center Park A,B,C, Monroe Park, Soccer Complex), buildings (Civic Center Park, Rosie's Park, Soccer Complex), and the Civic Center Bandshell.

#### **MEETING ROOM RENTALS**

#### Receipted into 101-036-633-3511.

The City of Madison Heights allows groups to use the Breckenridge Room, City Hall, Lower Level Rooms and Fire Department Room Pavilion. Nonprofit and volunteer groups that regularly volunteer in the City shall rent the (Breckenridge Room), Fire Station (Training Room), Park Buildings, and City Hall (Lower Level Rooms) at no cost if the rental does not require staffing. If staffing is required fees shall cover staffing cost. A refundable damage deposit of \$100 is required.

#### 1.0 Groups for which No fee is charged:

- Programs sponsored by the City
- Meeting of Madison Heights non-profit (501 C3) political, and educational organizations
- Organizations where all members reside in Madison Heights (i.e. sports leagues, condo associations, etc.) Service clubs that reside in Madison Heights
- County, state and federal offices requesting usage for business use

#### 2.0 <u>Groups for which a \$20 an hour/minimum of 2 hours will be charged:</u>

- Any non-profit groups (must provide a copy of 501-C3 documentation) that do not reside in Madison Heights (this would include organizations such as Toy Dog Club, Trout Unlimited, etc.)
- Any adult\* group/club providing an activity to make money for the club/group
- Any adult\* group desiring to have instructional or social activity for their own benefit where a fee is assessed to participants

#### 3.0 Groups for which a \$30 an hour/minimum of 2 hours will be charged:

- Any group originating from a business establishment such as union meetings, company staff meetings
- Groups other than civic, cultural, educational, political groups, deriving personal or financial gain
- Any group not comprised of 75% Madison Heights residents.

#### PARK, PARK PAVILION, AND PARK BUILDING RENTALS

The City of Madison Heights allows the rental of Pavilions A, B and C at Civic Center Park and the Monroe Park Pavilion. Residents have first choice of reservations through March 31<sup>st</sup> each year. On or after April 1<sup>ST</sup> each year rental is available to residents and non-residents on a first come first served basis.

Park Rental Fees	\$25/hour with a minimum of 2 hours up to 6 hours. *Rentals exceeding 6 hours will incur an additional \$20/hour up to a maximum of 14 hours + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
Non-Resident Park Rental Fees	\$30/hour with a minimum of 2 hours up to 6 hours. *Rentals exceeding 6 hours will incur an additional \$25/hour up to a maximum of 14 hours + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
Resident Bandshell Rental Fee	\$50/2 hour block of time, rounded to each 2-hour period +100 refundable damage/cleaning deposit
Pavilion Rental Fees	\$50 per pavilion + \$50 refundable damage/cleaning deposit

Non Resident Rental Fee Cancellation Fee	\$100 per pavilion + \$50 refundable damage/cleaning deposit \$10 with one week (7 days) notice No refund will be given if cancelled in less than one week (7 days) of the rental date
Park Building Rental Fee \$100 refundable damage/cleaning deposit	\$50/2 hour block of time, rounded to each 2 hour period per building
Non-Resident Park Building Rental Fee	\$100/2 hour block of time, rounded to each 2 hour period per building + \$100 refundable damage/cleaning deposit
Park Building Lost Key Fee	\$25 if key is not returned
Special Event Fee (Resident)	\$500 per day + \$500 refundable security deposit
Special Event Fee (Non-Resident)	\$750 per day + \$500 refundable security deposit.

#### **ACTIVE ADULT CENTER RENTALS**

Receipted into 101-036-667-6530

\$50 per hour	3 hour minimum for Madison Heights residents and businesses.
\$25 per hour	3 hour minimum for civic groups, schools and scout troops
\$200	Refundable damage deposit.

#### **SPORTS FIELD PREPARATION**

*Receipted into 101-036-633-6511* 

The City of Madison Heights will prepare any of its available sports fields to include dragging, lining, and/or striping. Groups wishing to have a field prepared must have a field permit and follow all guidelines to obtain such.

Baseball/Softball Diamonds	\$40 (Residents) \$60 (Non-Residents) to have field dragged and line				
Soccer/Football Fields	\$25/hour (Residents) \$45/hour (Non-Residents)				

# Section 10. ACTIVE ADULT CENTER SERVICE FEES

The City of Madison Heights offers numerous trips, classes and programs through our Senior citizens Center. The resident and non- resident fees are set for each trip/program based on cost by the Center Coordinator.

#### TRANSPORTATION

Receipted into 101-036-628-6532

The City of Madison Heights transports residents who are age 50 and older and/or disabled Monday through Friday to banks, beauty shops, grocery stores, Active Adult Center and social service appointments.

Rides: Rides: \$1.00 each way within Madison Heights. \$2.00 each way outside Madison Heights, up to a 7-mile radius of the Active Adult Center.

#### MISCELLANEOUS

**Trip Cancellation Fee** 

\$5

#### Section 11. GENERAL GOVERNMENT SERVICE FEES

#### **MESSAGE BOARD GREETINGS**

City Hall Message Board

\$10 for one per day or \$20 for a week

#### WEDDING CEREMONIES

Administration fee

\$75 per wedding Plus \$50 Payable to Mayor

#### **ITEMS FOR SALE**

Garbage Bags Receipted into 101-033-642-6421 Box of 100 Heavy Duty bags \$20 per box

Recycling Bin and Lid Receipted into 101-033-642-6422 \$20

#### Section 12.FOIA FEES

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.

The Michigan FOIA statute permits the City to assess and collect a fee for six designated processing components. The City may charge for the following costs associated with processing a request:

- Labor costs associated with searching for, locating and examining a requested public record.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media.
- The cost of duplication or publication, not including labor, of paper copies of public records.
- Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- The cost to mail or send a public record to a requestor.

#### 1.0 Labor Costs

- All labor costs will be estimated and charged in 15-minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.

#### 2.0 Non-paper Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media would be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.

#### 3.0 Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will be \$.10 per sheet of paper. Copies for non-standard-sized sheets will reflect the actual cost of reproduction.
- The City may provide records using double-sided printing, if cost-saving and available.

#### 4.0 Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.
- The City may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.



# **AGENDA ITEM SUMMARY FORM**

MEETING DATE: 06/02/25 PREPARED BY: Giles Tucker, Community & Economic Development Director AGENDA ITEM CONTENT: 11 Mile Rd ROW & United Methodist Church Sign Agreement AGENDA ITEM SECTION: Reports

**BUDGETED AMOUNT:** \$0

FUNDS REQUESTED: \$1

**FUND:** 248 - DDA

#### **EXECUTIVE SUMMARY:**

In November 2024, City engineers conducted surveying in preparation for the 2025 11 Mile Streetscape Project and confirmed that the property line for the United Methodist Church at 241 E 11 Mile Rd is at the existing sidewalk, unlike every other block in the project area. While it is possible to include on-street parking for the streetscape project without additional ROW, doing so would match existing ROW on adjacent blocks and ensure a more uniform look in the project area and provide room for pedestrian amenities. DDA and the Church have agreeed to granting the ROW to the city in exchance for the DDA paying for the construction of a new church sign; estimated cost \$12,575.

#### **RECOMMENDATION:**

Staff and I recommend that City Council authorize the City Manager and Clerk to sign the Property Transfer Agreement and Quit Claim Deed for the acquisition of 27ft of ROW for the sum of one and 00/100 (\$1.00) dollar. In exchange for this additional right of way, it is understood that the Madison Heights Downtown Development Authority shall bear all costs of the removal and replacement of the United Methodist Church sign.

#### MEMORANDUM

SUBJECT:	11 Mile Rd ROW & United Methodist Church Sign Agreement
FROM:	Giles Tucker - Community & Economic Development Director
то:	Melissa Marsh - City Manager
DATE:	May 23, 2025

#### SUMMARY/BACKGROUND:

In November 2024, City engineers conducted surveying in preparation for the 2025 11 Mile Streetscape Project. This survey confirmed that the property line for the United Methodist Church at 241 E 11 Mile Rd is right up to the existing sidewalk, unlike every other block in the project area. While it is possible to include on-street parking for the streetscape project without additional ROW, doing so would match existing ROW on adjacent blocks and ensure a more uniform look in the project area and provide more room for pedestrian amenities. The included engineers exhibit developed by Nowak-Fraus shows a preferred property acquisition of 27ft of ROW in front of the United Methodist Church (UMC).

At the January 16<sup>th</sup> DDA Meeting the DDA board authorized staff to pursue an agreement between the UMC and DDA where the DDA agrees to pay for the construction of a new church sign in exchange for granting the City of Madison Heights an additional 27ft of right-of-way. The Church has since agreed to this arrangement and has signed the included Transfer Agreement and Quit Claim Deed. The DDA has also gathered quotes for the removal of the existing sign and the construction of a new sign for the church that will be outside of the new ROW line. The lowest and best quote for this project came from Signarama of Clinton Township for a total cost of \$12,574.71. In the process of obtaining these quotes the DDA learned that there may be additional cost if the sign company cannot use the existing underground electrical conduit. In this scenario, the DDA is prepared to incur these costs using an existing city contractor.

Section 12.1 Purchase and Sale of Property with our City Ordinances requires five (5) affirmative votes from City Council for any purchase or sale of property. Provided that City Council grants authority to the City Manager and Clerk to sign the attached Property Transfer Agreement, the DDA would provide notice to the company with the lowest quote, Signarama of Clinton Township for the project to begin work. All project costs associated with the replacement of the sign would be covered by the DDA. Once completed, the Quit Claim deed will be recorded, and the additional ROW will be city owned.

#### **STAFF RECOMMENDATION:**

City staff recommend that City Council authorize the City Manager and Clerk to sign the Property Transfer Agreement and Quit Claim Deed for the acquisition of 27ft of ROW for the sum of one and 00/100 (\$1.00) dollars. In exchange for this additional right of way, it is understood that the Madison Heights Downtown Development Authority shall bear all costs of the removal and replacement of the United Methodist Church sign.

#### PROPERTY TRANSFER/DEDICATION AGREEMENT 2025 DOWNTOWN STREESCAPE E. 11 MILE ROAD PROJECT

THIS PROPERTY TRANSFER/DEDICATION AGREEMENT (the "Agreement") is made and entered into this 2 day of 2000, 2025, by and between the Grantor, Madison Heights First United Methodist Church, now known as United Methodist Church, Madison Heights, a Michigan ecclesiastical corporation, whose address is 246 East Eleven Mile Road, Madison Heights, Michigan 48071 (hereinafter the "Church" and/or the "Grantor") and the Grantee, City of Madison Heights, a Michigan municipal corporation, on behalf of the Madison Heights Downtown Development Authority (the "DDA"), whose collective address is 300 West Thirteen Mile Road, Madison Heights, MI 48071 (hereafter the "City" and/or the "Grantee");

#### **RECITALS:**

WHEREAS, the Church is a Michigan ecclesiastical corporation, duly and legally organized under and existing by virtue of the laws of the State of Michigan, as a non-profit church organization established to promote its religious beliefs, teachings and principles; and,

WHEREAS, the City is a Michigan municipal corporation, duly and legally organized under and existing as a Home-Rule City, under the provisions of 1909 P.A. 279, being specifically Michigan Compiled Laws (MCL) 117.1 et seq., with its principal offices located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071; and,

WHEREAS, one of the primary purposes of both the Church and the City is to promote the spiritual and physical health, welfare and safety of the public; and,

WHEREAS, the City, by and through the DDA, has developed the "2025 Downtown Streetscape E. 11 Mile Road Project" (the "Project") to revitalize the 11 Mile Road Corridor from Stephenson Highway to Lorenz Street, in the City of Madison Heights. The purpose of the Project is to enhance the pedestrian environment, promote better use of public spaces, and encourage private investment that contributes to a more vibrant Downtown District; and,

WHEREAS, the first phase of the Project will be implemented on 11 Mile Road, between John R and Lorenz Street, and will include reduction of the roadway from four to three lanes, the addition on-street parking, improved sidewalks, installation of landscaping, and pedestrian amenities, including benches, bicycle racks, and trash bins, all of which will create a more walkable, safe, and attractive environment for neighboring and neighborhood residents, businesses, organizations and visitors; and, .

WHEREAS, in order to properly complete the Project, the City needs twenty-seven (27') feet of the Church's property, to create a consistent right-of-way line on the south side of 11 Mile Road, and the Church has graciously agreed to convey the property to the City for the creation of an attractive environments for neighboring and neighborhood residents, businesses, organizations and visitors; **NOW WHEREFORE**, based upon the foregoing statements, which the parties accept and acknowledge as true and accurate, and in consideration of the additional promises and mutual covenants herein received and contained, the parties agree as follows:

#### **AGREEMENT:**

1. The Church agrees to convey to the City, by Quit Claim Deed (Exhibit A), the twenty-seven (27') feet, as depicted in the engineering plans and specifications (the "plans"), numbered N753 and dated February 17, 2025, prepared by Nowak and Fraus, Civil Engineers, Land Surveyors, and Land Planners (the "City Engineer"), which plans are attached hereto and made a part hereof, as Exhibit B. The legal description of the twenty-seven (27') feet being conveyed is as follows:

# THE NORTH 27 FEET OF LOTS 160 THROUGH 164, INCLUSIVE, OF "GROVELAND SUBDIVISION" BEING A PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 11 EAST, CITY OF MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 18 OF PLATS, ON PAGE 10, OAKLAND COUNTY RECORDS.

2. That, in consideration of the foregoing, the City, by and through the DDA, agrees to install a new Church monument sign (the "sign"), at the City's/DDA's sole cost and expense, to a location mutually agreed to by the Church and the City, in coordination with the City's/DDA's contractor and the City Engineer, which sign is referenced to in the plans, attached as Exhibit B.

3. That the signatories represent and warrant that they, by execution of this Property Transfer Agreement, have authority to act on behalf of the Church, as Grantor, and the City, as Grantee, respectively. Further, this Agreement may be signed in one or more counterparts, all of which, when taken together, shall be deemed to be one full and complete document. Copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year written above

"GRANTEE" CITY OF MADISON HEIGHTS, a Michigan municipal corporation

By: Melissa R. Marsh, City Manager

By: Cheryl E. Rottman, City Clerk

#### MADISON HEIGHTS DOWNTOWN DEVELOPMENT AUTHORITY

By: Yousef Jarbo, Chairman

"GRANTOR" MADISON HEIGHTS FIRST UNITED METHODIST CHURCH, now known as UNITED METHODIST CHURCH, MADISON HEIGHTS, an ecclesiastical corporation

By: Pan Madison Hts United Methy Its: Trustee 6

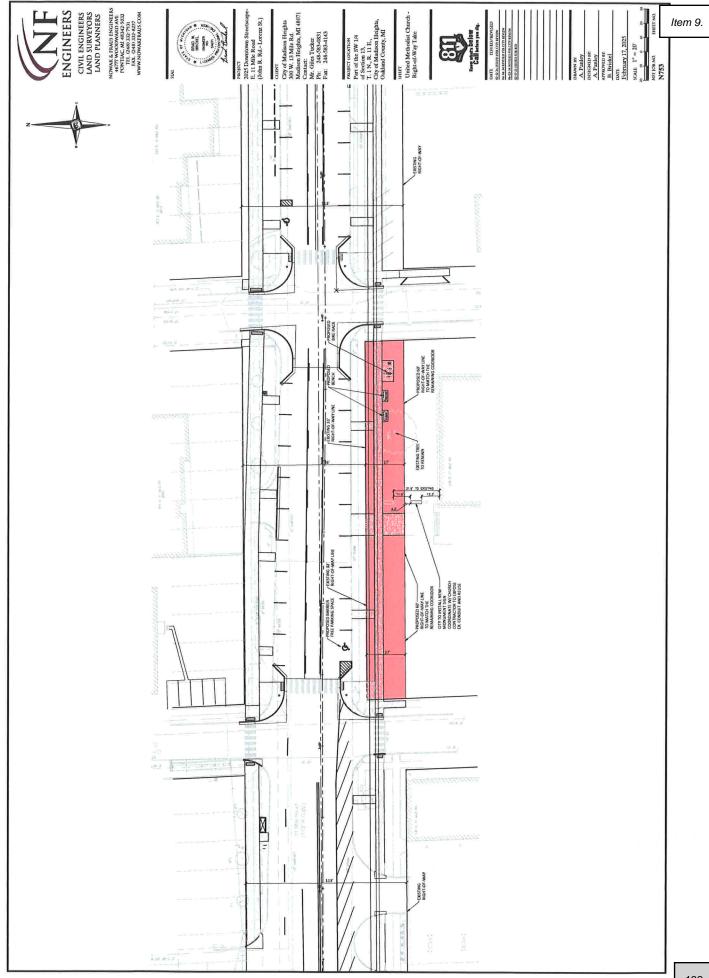
#### EXHIBIT A: QUIT CLAIM DEED

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GranteeJeffrey A. Sherman, Attorney300 W, 13 Mile Road300 W. 13 Mile Road30700 Telegraph, Ste. 3420Madison Heights, MIMadison Heights, MIBingham Farms, MI 480254807148071248-540-3366 Telephone	When Recorded Return to: Send Subsequent Tax Bills to: Drafted by:	Ushley Decelli Ushley Becelli My Commission Exp Acting in Oahlan	The foregoing instrument was acknowledged before me this <u>215</u> day of May 2025, by <u>700 F. Di bley</u> , the <u>TOISTER</u> , of the Madison Heights First United Methodist Church, how known as United Methodist Church, Madison Heights (the "Grantor and/or "Church"), who then and there acknowledged his/her signature on behalf of the	Signed by Grantor: Madison Heights First United Methodist Church, now known as United Methodist Church, Madison Heights $O_{CA}/F$ $O_{1}$ blay By: Paul F: $O_{1}$ blay Its: The fee United Methods 5 Cherch, Mad 504	Dated this $\frac{215+}{2015}$ day of May 2025.	Subject to easements and use and building restrictions of record, this transfer is exempt	For the sum of one and 00/100 (\$1.00) Dollar in consideration	TAX ID NO: 44-25-24-102-001	THE NORTH 27 FEET OF LOTS 160 THROUGH 164, INCLUSIVE, OF "GROVELAND SUBDIVISION" BEING A PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 11 EAST, CITY OF MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 18 OF PLATS, ON PAGE 10, OAKLAND COUNTY RECORDS.	Quit Claim(s) to Grantee, City of Madison Heights, a Michigan municipal corporation, whose address is 300 W. 13 Mile Road, Madison Heights, Michigan 40871, the following described property situated in the City of Madison Heights, County of Oakland, State of Michigan, which property the City intends on using for its "2025 Downtown Streetscape E. 11 Mile Road Project," the survey of the property conveyed being attached hereto as Exhibit A, and the legal description of the property being conveyed is as follows:	<b>KNOW ALL PERSONS BY THESE PRESENTS</b> : The Grantor, Madison Heights First United Methodist Church, now known as United Methodist Church, Madison Heights, a Michigan ecclesiastical corporation, whose address is 246 East Eleven Mile Road, Madison Heights, Michigan 48071,	QUIT CLAIM DEED STATUTORY FORM	
I	I		0 0 ¥<	ts h, Mad son Heights		ot			40	. ω. <u>σ</u> ω	. <u>.</u> . ⊐ ⊄	•	

#### EXHIBIT B: PLANS AND SPECIFICATIONS

131



Sign Quotes									
Description	Curb Appeal Concepts	Signarama	Johnson Sign Co.	Signs-N- Designs					
Removing existing signage and removal of existing brick and clean up spoils	\$2,200.00	\$875.00		\$2,100.00					
Removal of existing footings and spoils and backfill footing	\$2,800.00	\$2,800.00 \$4,500.00 \$4,000.							
New Footing	\$2,400.00	\$2,437.50		\$3,000.00					
Find and use exisintg electrical and connect to new sign location	\$800.00								
New Box Sign & Acrylic White w/ vinyl graphics and aluminum wrap base . All Black.	\$8,150.00	\$7,787.79		\$10,800.00					
Install New sign on pole & footing	\$1,200.00	\$1,012.50							
Processing all permitting , site surveys and inspections	\$250.00	\$275.00							
Design time & creating renderings for final production	\$300.00								
Qty 100 Copy Letters	\$175.00	\$186.92							
Qty 50 Punctuations Letters	\$95.00								
Copy Storage Cabinet	\$140.00								
Shipping of letters and Cabinet	\$95.00								
Total Including Footing Removal	\$18,605.00	\$17,074.71	\$18,500.00	\$18,300.00					
Total Removal to Grade	\$15,805.00	\$12,574.71	\$14,500.00	\$15,900.00					

#### United Methodist Church Sign Removal & Replacement Project Quote Summary



36886 Harper Ave Clinton Twp, MI 48035 (586) 792-7446

www.teamsignarama.com



Payment Terms: 50% down 50% on completion

DESCR	IPTION: Monument sign reface			
Bill To:		<b>Delivered:</b> City of Mad 246 E 11 Mi Madison, M US	le	
Woi	ested By: Giles Tucker Email: gilestucker@Madison-heights.org rk Phone: (248) 837-8650 ell Phone: (248) 670-0909 Tax ID: EIN 38-6025685	<b>Salesperson:</b> Bryan Duquet Email: bryand@team Work Phone: 586-792-7446 Entered By: Bryan Duquet	nsignarama.com	
NO.	Product Summary	QTY	UNIT PRICE	AMOUN
1 1.1 1.2	Width: 96.00" Height: 48.00" Depth: 12.00" Notes: 48 x 96" monument sign two sided and LED illuminated.	1 net	\$5,680.13	\$5,680.13
2 2.1.1 2.1.2	Part Qty: 1 Width: 96.00" Height: 48.00" Text: Translucent Vinyl graphics for the Name section of the sign and Changeable copy Track (2 lines) for the bottom of the panel.	2	\$652.50	\$1,305.00

Pag

2.1.3	Laminate 3M 8508 Gloss Calendered - Laminate		
2.1.3	Part Qty: 1 Width: 96.00" Height: 48.00" - Price Rate *Required*: Retail		ltem 9.
3	Custom Aluminum Skirt wrapped in brick graphics. 24"	1 \$802.66	\$802.66
3.1	Installation /Removal outside contractorInstallation - Remo Notes: Custom Skirt wrapped with brick graphics.	val	
4	Footing and pole	1 \$2,437.50	\$2,437.50
4.1	Custom Item Taxed - Footing and pole		
	Part Qty: 1 - Retail Price: \$0.00 Text: Includes digging of footing, Haul away of dirt if needed, hole inspection, Concrete , pole and labor to set and install.		
5	Installation of sign	1 \$1,012.50	\$1,012.50
5.1	Installation - Contractor removal or install - Installation of sig	n	
6	Engineer Drawing (IF REQUIRED) by Municipality \$325.00	1 \$0.00	\$0.00
6.1	Engineered Drawings -		
	Part Qty: 1		
	<b>Text:</b> If municipality require an engineered drawing add \$325.00.		
7	Permit Acquisitions with electrical	1 \$275.00	\$275.00
7.1	Permit Acquisitions - Permit Acquisitions with electrical		
	Part Qty: 1		
	<b>Text:</b> This rate is good for all city's but DOES NOT include city of Detroit. If city requires us to return to site to meet inspector for final inspection a additional charge of \$250 will apply.		
8	Permit Cost To Be Determined by Municipality	1 \$0.00	\$0.00
8.1	Permit Cost To Be Determined by Municipality - Permit Cost To Determined by Municipality	о Ве	
	Part Qty: 1		
9	6" Changeable copy letters (100 piece set)	1 \$186.92	\$186.92

Part Qty: 1		Item 9.
Text:		
6" PRONTO BLACK MODERN 100		
piece SET 100 piece set is \$186.92. We		
recommend 2-3 sets.		
PER LETTER ASSORTMENT IN KITS		
Character 100 Pieces		
E 7		
AI 6		
OU 5		
LNRSTP 4		
FGHM 3		
BCD 3		
JKVWYZ 2		
QX\$ 1		
0-9 1		
10 Removal of old sign 1	\$875.00	\$875.0
10.1 Installation /Removal outside contractor -		
<b>Notes:</b> Removal of old sign and and brick only. Includes hall away.		
Removal of old sign and and brick	\$0.00	\$0.00
Removal of old sign and and brick only. Includes hall away.	\$0.00	\$0.00
Removal of old sign and and brick only. Includes hall away.11Removal of Footing111.1Installation /Removal outside contractor -	\$0.00	\$0.0
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes:       1	\$0.00	\$0.0
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes: We would recommend you to Tony       1	\$0.00	\$0.0
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes: We would recommend you to Tony 586-530-0300. He said without       1	\$0.00	\$0.0
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes:       1         We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and       1	\$0.00	\$0.00
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes: We would recommend you to Tony 586-530-0300. He said without       1	\$0.00	\$0.0
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes:       1         We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and what obstacles they may run into best he can do is a ball park of \$5000.00.	\$0.00 Subtotal:	
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes: We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and what obstacles they may run into best he can do is a ball park of \$5000.00.         hank you for considering Signarama - Clinton Township for all of your sign		\$12,574.7
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes:       1         We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and what obstacles they may run into best he can do is a ball park of \$5000.00.       He can do is a ball park of \$5000.00	Subtotal:	\$12,574.7 <sup>7</sup> \$0.00
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes: We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and what obstacles they may run into best       1	Subtotal: Taxes:	\$0.00 \$12,574.71 \$0.00 \$12,574.71 3.00%
Removal of old sign and and brick only. Includes hall away.         11       Removal of Footing       1         11.1       Installation /Removal outside contractor - Notes:       1         We would recommend you to Tony 586-530-0300. He said without knowing how big the footing is and what obstacles they may run into best he can do is a ball park of \$5000.00.       1         hank you for considering Signarama - Clinton Township for all of your sign eeds. Celebrating 19 years in business, thanks to our loyal customers!	Subtotal: Taxes: Grand Total:	\$12,574.7 <sup>-</sup> \$0.00 \$12,574.7 <sup>-</sup>

Please advise us if you're looking for long term pricing!

Sign and Logo remain the property of Signarama until paid in full. This estimate is for the above items only. Any changes or deletions by the customer not charged for herein will be billed separately. 50% deposit due at time of order, balance due upon completion.

Each Signarama is independently owned and operated.

STUSON STOP	JOHNSON SIGN CO. JACKSON • 2240 Lansing Ave, Jackson, MI 49202		PRO	POSA
REAL ISHED	LANSING • 2900 Alpha Access St, Lansing, MI 48910 YPSILANTI • 663 S. Mansfield St, Ypsilanti, MI 48197 MANISTEE • 1965 Pine Creek Rd, Manistee, MI 49660		Date: Expires: Drawing Numbers:	243130-05 03/19/2025 04/03/2025
Project:	Madison Heights United Methodist Church 246 E 11 Mile Rd Madison Heights, MI 48071	Client:	City of Madison Hei 300 W 13 Mile Rd Madison Heights, M	

Contact: Giles Tucker (248) 837-2650 gilestucker@madison-heights.org

We are pleased to offer this proposal for the following services at the above location.

Project Description:		Item Total:
1: Furnish & Install the Following:		
A. (1) New Monument Sign to replace Existing - DESIGN 3		\$11,500.00
B. Installation labor		\$3,000.00
Deposit Rate: 50% Deposit: \$7,250.00	Subtotal:	\$14,500.00
	Total:	\$14,500.00

# THIS PRICE DOES NOT INCLUDE ELECTRICAL RAN TO SIGN LOCATION, PERMITS & PROCUREMENT, OR TAX UNLESS SPECIFICALLY STATED.

**WARRANTY:** "JSC PEACE OF MIND" 3 YEAR FULL COVERAGE WARRANTY FOR PARTS AND LABOR FROM DATE OF INSTALLATION.

**NOTE**: WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE CUSTOMER.

#### TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, JOHNSON SIGN COMPANY MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY JOHNSON SIGN COMPANY, INCLUDING ATTORNEY'S FEES.

#### Salesperson: Will Johnson

Buyer\_\_\_\_\_Seller\_\_

Item 9.



Church

246 E 11 Mile Rd

**Project:** 



243130-05 03/19/2025 Date: 04/03/2025

Expires: **Drawing Numbers:** 

City of Madison Heights 300 W 13 Mile Rd Madison Heights, MI 48071

gilestucker@madison-heights.org **Contact:** Giles Tucker (248) 837-2650

Madison Heights United Methodist

Madison Heights, MI 48071

2. JOHNSON SIGN COMPANY WILL SECURE ALL NECESSARY PERMITS FROM THE LOCAL MUNICIPALITY. PERMITS & PROCUREMENT WILL BE ADDED TO THE FINAL INVOICE. THE CUSTOMER IS RESPONSIBLE FOR SECURING APPROVAL OF THE SIGN(S) FROM THE BUILDING OWNER AND/OR LANDLORD.

**Client:** 

BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID SIGN SHALL REMAIN WITH JOHNSON SIGN COMPANY UNTIL PAID FOR IN FULL BY 3. CUSTOMER. IF CUSTOMER FAILS TO PAY REMAINING BALANCE WITHIN TERMS, JOHNSON SIGN COMPANY IS AUTHORIZED TO REMOVE SIGNS AND KEEP IN POSSESSION UNTIL CUSTOMER PAYS FULL BALANCE.

ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL 4 REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.

WHEN EXCAVATION IS NECESSARY, JOHNSON SIGN COMPANY WILL CONTACT APPROPRIATE AGENCY TO LOCATE PUBLIC UTILITIES. LOCATION 5. OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK OR UNFORESEEN OBJECTS ARE ENCOUNTERED IN THE EXCAVATION PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED OR MOVING EXCAVATION LOCATION, ADDITIONAL MONIES MAY BE REQUIRED BY JOHNSON SIGN COMPANY.

JOHNSON SIGN COMPANY IS NOT RESPONSIBLE FOR UNFORESEEN STRUCTURE OR SUITABLE ACCESS BEHIND WALL. IT IS THE RESPONSIBILITY 6. OF THE CUSTOMER TO PROVIDE ADEQUATE ACCESS BEHIND WALL AND LOCATE STRUCTURE SUCH STEEL BEAMS, ETC. IN THE EVENT THAT UNFORESEEN STRUCTURES ARE LOCATED BEHIND WALL OR INSUFFICIENT ACCESS IS SUPPLIED, ADDITIONAL MONIES MAY BE REQUIRED BY JOHNSON SIGN COMPANY.

7. JOHNSON SIGN COMPANY IS NOT RESPONSIBLE FOR DAMAGE OF SIGN CAUSED FROM NATURAL DISASTER, SEVERE WEATHER, VANDALISM, OR ACCIDENTS.

8 DUE TO UNAVAILABLE MATERIALS, JOHNSON SIGN COMPANY HAS THE RIGHT TO SUBSTITUTE MATERIALS WITH SIMILAR MATERIALS BASED ON AVAILABILITY.

9 SIGNS THAT WE REMOVE ARE EITHER SCRAPPED OR RECYCLED UNLESS SPECIFIED IN WRITING OR A STORAGE AGREEMENT HAS BEEN AGREED UPON BETWEEN JOHNSON SIGN COMPANY AND CUSTOMER.

#### Salesperson: Will Johnson

Buyer's Acceptance	Title	Date	
Seller's Acceptance	Title	Date	
	Page 2 of 2		138

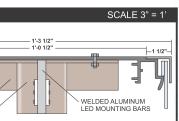
Image: Color Specs       WHITE         PMS RED 485C       WHITE         FABRICATE AND INSTALL (1) DOUBLE FACE ILLUMINATE MONUMENT SIGN WITH:       (1) 48" X 96" .090" ALUMINUM CABINET/PAINTED BLACK         (1) 48" X 96" .090" ALUMINUM CABINET/PAINTED BLACK       16" WIDE BODY EXTRUSION /1-1/2" RETAINER         LED LIGHTING       TOP SIGN: (216.25"VO X 93"VO X 3/16" WHITE POLYCARBONATE FACES W/         UV LAMINATED DIGITAL PRINTED VINYL OVERLAYS       1-1/2" REVEAL/PAINTED BLACK         27"X 93" CHANGEABLE COPY SIGN / 6" LETTERS & TRACK /LOCKING VANDAL COVER         1-1/2" REVEAL/PAINTED BLACK         22.5" X 96" X 12" .090" ALUMINUM POLE COVER/PAINTED BLACK         (2) SETS OF WHITE VINYL ADDRESS NUMBERS         STEEL POST MOUNT BURIED IN NEW CONCRETE FOUNDATION         32 SQ. FT.		And the the observe of the
96" CABINET 93"POLY FACE CC 92" REVEAL 96" POLE COVER 96" POLE COVER 96" POLE COVER 96" POLE COVER 96" POLE COVER COME JOIN US THIS SUNDAY FOR WORSHIP	<b>-</b>	IDE VIEW -16 "
FROM 10AM-11AM 22.5 " 22.5 "	<image/>	





# JOIN US THIS FOR WORSHIP 10AM-11AM

# HT SIMULATION









2240 Lansing Ave., Jackson, MI 49202 2900 Alpha Access St, Lansing, MI 48910 663 S Mansfield St., Ypsilanti, MI 48197 1965 Pine Creek Rd, Manistee, MI 49660 3750 Fortune Blvd, Saginaw, MI 48603 517-784-3720 | www.johnsonsign.com

JOB NAME: <u>Madison Heights Unite</u>d

Methodist Church

LOCATION: 246 E 11 Mile Rd

Madison Heights, MI 48071

ACCOUNT REP: WILL

DESIGNER: LEAGLE

REVISION:\_

NOTES: \_<u>FURNISH & INSTALL\_</u>

THE FOLLOWING

FILE NAME: 243130-02B

SCALE:

3/4"=1'

This design and all material appearing hereon constitute the original unpublished work of Johnson Sign Co. may not be duplicated used or disclosed w 139 written consent Curb Appeal Concepts, Inc. 4040 Montgomery Drive Shelby Township, MI 48316 +12486701538 Timothy@CACLED.COM www.cacled.com **Estimate** 



ADDRESS Giles Tucker Community & Economic Development Director City of Madison Heights 300 West 13 Mile Road Madison Heights, MI 48071

ESTIMATE #	DATE	
2178	03/10/2025	

DESCRIPTION	AMOUNT
NEW SIGN AT UNITED METHODIST CHURCH 246 E. 11 Mile Road	
Removal of existing sign above brick - Includes proper removal and disposal of current signage	600.00
	0.00
Removal of existing brick and clean up all spoils	1,600.00
Removal of existing sign footing and pole and clean up all spoils	2,200.00
Backfill where footing and pole is removed	600.00
New 18" augured footing and 10' schedule 40 pole that is 6.75" diameter then fill hole with concrete	2,400.00
Find existing electrical and move it so it can be used with new sign and make proper connections	800.00
Completely new box sign box with new faces and changeable track per proof provided - Top ID box to be 21" X 96"' - Changeable track box to be 28" X 96" - Double sided box - Color to be black by client and signed off on - Layout of text to be signed off on by client - Includes 3/16" lexan panels for faces - Includes cut vinyl applied first surface for the faces for top box - Includes all framework, power supplies, US LED Double sided led's for lighting and wiring	8,150.00
	140

SERIOUS IMPACT. AFFORDABLE SOLUTIONS.

	thom 0
DESCRIPTION	AM( Item 9.
<ul> <li>Includes a light sensor so top light box goes on and off according to lighting conditions</li> <li>Sides of sign will have removable retainers to remove clear vandal cover in order to change letters</li> <li>Includes proper ventilation</li> <li>All components to be UL Listed</li> <li>Includes chemically bonded tracks to allow for 3 rows of 6" changeable letters</li> <li>Includes a top track, a middle track (which is double sided) and a bottom track</li> <li>Area behind tracks will be white</li> <li>Includes retainers to allow for clear panel to be removeable in area where changeable track is on both sides to protect letters and prevent letter changing by walking traffic. Clear face will be completely removeable to change lettering</li> <li>Includes new metal skirt to cover pole and be painted to client desired color</li> </ul>	
Total cost for sign = \$ 8,150.00	
Note: I will not put the gas shocks on the vandal cover that assists with holding it up as after 2-3 years due to Michigan weather, they wear out and become non-operative.	
Installation of new complete sign to newly installed pole - Includes use of a bucket truck to lift new sign into place - Includes mounting of new sign to existing poles by welding it accordingly - Includes proper ventilation per manufacturer's specifications - Includes all necessary man hours - Includes hooking up to client supplied electrical at sign location	1,200.00
<ul> <li>Process and application of sign permit, electrical permit and building permit</li> <li>All as required by the City of Madison Heights</li> <li>Includes filing of all necessary paperwork with the city</li> <li>Includes all site surveys and taking of all measurements as necessary</li> <li>Includes final inspections as needed</li> <li>Cost for procurement of permits and use of license is \$ 250.00</li> <li>NOTE: Per Giles, all actual permit fees will be waived</li> </ul>	250.00
Design time to create rendering as well as production files for final production	300.00
6"(H) Black Modern Font Gemini Pronto Changeable Copy Letters qty = 100 for changeable copy area at of sign	175.00
6"(H) Black Modern Font Punctuation Gemini Pronto Letter Sets qty = 50 for changeable copy area at of sign	95.00
Pronto Storage Cabinet for 6" (H) Letters	140.00
Shipping from supplier for letters and cabinet	95.00
	0
SERIOUS IMPACT. AFFORDABLE SOLUTION	

DESCRIPTION		AM( Item 9.
PAYMENT TERMS - Payment in full up Tax exempt EIN 38-6025685	oon completion and satisfaction	0.00
		0.00
All pricing is good for 45 days	SUBTOTAL	18,605.00
	TAX (6%)	0.00
	TOTAL	\$18,605.00

Accepted By

Accepted Date



# Signs-n-Designs inc.

QUOTE No. 250040050-A

30414 Woodward Ave. Royal Oak, Michigan 48073

QUOTE :

Cus	tomer			
Name	CITY OF MADISON HEIGHTS		Date	04/02/25
Address	300 W 13 MILE RD		Order No.	
City	MADISON HEIGHT State MI ZIP 480		Shipped Via:	
Phone	ATTN : Giles Tucker PROJECT MH U M CHU	JRCH	Shipped To:	
Qty	Description		Unit Price	TOTAL
	MADISON HEIGHTS UNITED METHODIST C	HURCH		
	246 E 11 MILE RD MADISON HEIGHTS MI 4	8071		
1	NEW 4' X 8' 2 SIDED BACK LIT BLACK ALUN	IINUM	\$10,800.00	\$10,800.00
	CABINET 16" DEPTH			
	3 CHANGEABLE LETTER TRACKS W ONE 4	" LETTER		
	SET OF 250 PCS THIS AREA IS COVERED	D W		
	HIGH-IMPACT ACRYLIC			
	UL LISTED LED LIT WITH STANDARD ON/O	FF SWITCH		
	WITH 22" ABOVE GROUND			
	BLACK ALUMINUM SKIRT INSTALLED AT S	SITE		
1	NEW CONCRETE FOOTING		\$3,000.00	\$3,000.00
	NEW SIGN AND FOOTING 13,800		+-,	<i> </i>
1	SOLAR SENSOR LIGHT SWITCH ADD ON	\$200		\$0.00
1	PERMITS & PROCUREMENT IF REQUIRED	\$600		\$0.00
_			SubTotal	\$13,800.00
P	Payment Details		SHIPPING	
	VISA	Taxes	State	
	MASTERCARD		INSTALL	
	American Express		TOTAL	\$13,800.00
	Make Checks Payable to:			
	Signs-n-Designs, Inc.	Of	ice Use Only	
l				

Vinyl Graphics Specialists

Thank You for Choosing Signs-n-Designs



# Signs-n-Designs inc.

QUOTE No. 250040050-B

30414 Woodward Ave. Royal Oak, Michigan 48073

QUOTE =

Customer				
Name	CITY OF MADISON HEIGHTS		Date	04/01/25
Address	300 W 13 MILE RD		Order No.	
City	MADISON HEIGHT State MI ZIP 480	071	Shipped Via:	
Phone	ATTN : Giles Tucker PROJECT MH U M CHU	JRCH	Shipped To:	
Qty	Description		Unit Price	TOTAL
	MADISON HEIGHTS UNITED METHODIST C			
	246 E 11 MILE RD MADISON HEIGHTS MI 48071			
			<b>#0.400.00</b>	<b>\$0,400,00</b>
1	REMOVAL OF EXISTING SIGN TO GRADE		\$2,100.00	\$2,100.00
	NEW SIGN, FOOTING & REMOVAL OF EXISTING			
	SIGN TO GRADE 15,900	<u> </u>		
1	1 REMOVAL OF EXISTING FOOTING DOES NOT		\$2,400.00	\$2,400.00
	INCLUDE LANDSCAPING			
	NEW SIGN, NEW FOOTING REMOVAL OF E			
	SIGN AND FOOTING NOT LANDSCAPED 18			
1	PERMITS & PROCUREMENT OF IF REQUIRI	-D \$600		\$0.00
			SubTotal	\$4,500.00
<u> </u>	ayment Details		SHIPPING	
(	<sup>)</sup> VISA	Taxes	State	
	MASTERCARD		INSTALL	
	American Express		TOTAL	\$4,500.00
Make Checks Payable to:				
	Signs-n-Designs, Inc.		fice Use Only	
	)			

Vinyl Graphics Specialists

Thank You for Choosing Signs-n-Designs



# AGENDA ITEM SUMMARY FORM

 MEETING DATE: 6/9/25

 PREPARED BY:
 Matt Lonnerstater, City Planner

 AGENDA ITEM CONTENT:
 Special Land Use Request No. 25-02 - 436 E. 14 Mile Road - Major Auto Repair

 AGENDA ITEM SECTION:
 Reports

BUDGETED AMOUNT: 0

FUNDS REQUESTED: 0

FUND:

**EXECUTIVE SUMMARY:** Please see attached report.

**RECOMMENDATION:** 

Staff recommends a motion to approve/disapprove the Special Land Use request number PSP 25-02 for a major auto repair and service facility at 436 E. 14 Mile Road based upon the Planning Commission findings and with the conditions specified.

Item 10.



Date:	June 4th, 2025
То:	City of Madison Heights City Council (June 9 <sup>th</sup> Meeting)
From:	Matt Lonnerstater, AICP – City Planner
Subject:	Special Approval Request PSP 25-02–436 E. 14 Mile Rd. – Major Auto Repair and Service

#### **TEMPLATE MOTION AND FINDINGS INCLUDED ON PAGE 10**

#### Introduction

The applicant, Joseph Gorial, requests Special Land Use approval from the Planning Commission and City Council under **Section 15.05** of the Madison Heights Zoning Ordinance to operate a Major Auto Repair and Service use at 436 E. 14 Mile Road, zoned M-1, Light Industrial; tax parcel # 44-25-01-102-024. The property is located on the south side of 14 Mile Road, east of Townley Street.

#### **Planning Commission Action and Findings.**

Per the Zoning Ordinance adopted in 2024, Special Land Use requests begin at the Planning Commission for a public hearing, with a recommendation made to City Council for final action. A public hearing was held at the May 20<sup>th</sup> Planning Commission meeting. No members of the public spoke regarding the application. Following the public hearing, the Planning Commission approved the following motion pertaining to the proposed Special Land Use request:

MOTION BY COMMISSIONER FOX SECONDED BY COMMISSIONER BLISS, THAT, FOLLOWING THE REQUIRED PUBLIC HEARING, THE PLANNING COMMISSION HEREBY **RECOMMENDS THAT CITY COUNCIL APPROVE** SPECIAL LAND USE REQUEST NUMBER PSP 25-02 FOR A MAJOR AUTO REPAIR AND SERVICE FACILITY AT 436 E. 14 MILE ROAD BASED UPON THE FOLLOWING FINDINGS:

- 1. The applicant requests Special Land Use approval for a Major Auto Repair and Service facility at 436 E. 14 Mile Rd. as permitted by Section 3.17 of the Zoning Ordinance, *M-1 Light Industrial District*.
- 2. The Planning Commission held a public hearing for PSP 25-02 at their May 20<sup>th</sup>, 2025 meeting.
- 3. The proposed Major Auto Repair and Service use is consistent with the special land use review standards and criteria set forth in Section 15.05.3. In particular:
  - a. The use is designed, located, and proposed to be operated in a way that protects the public health, safety and welfare.
  - b. The use will not involve activities that will be detrimental to adjacent industrial land uses.
  - c. The use is designed and located so that it is compatible with the principal uses permitted in the M-1, Light Industrial district.

- d. The use is designed and located so that it is compatible with the Madison Heights Master Plan and the Industrial future land use designation.
- 4. With modifications required as conditions of approval, the use satisfies the use-specific standards for Major Auto Repair and Service facilities as contained in 7.03.2 of the Madison Heights Zoning Ordinance and is in general compliance with site design standards contained within the Zoning Ordinance.

#### APPROVAL IS GRANTED WITH THE FOLLOWING CONDITIONS:

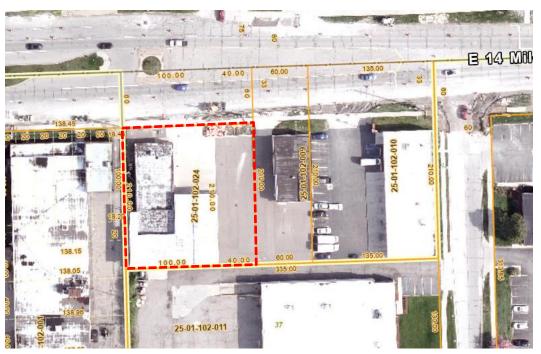
- 1. A Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.
  - e. Lighting will be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required.
- 2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.
- 3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.

AYES: Bliss, Fox, Grafstein, Marsh, Graettinger NAYS: NONE ABSENT: Champagne, Oglesby, Smith, Sylvester

#### **MOTION CARRIES**

#### **Project Details**

The subject property is 0.5 acres in size in size and is currently improved with a 3,840 square-foot light industrial building, concrete and asphalt parking lot, and an outdoor storage area at the rear of the building enclosed by an eight-foot tall masonry wall and covered with a steel canopy. The building and site most recently operated as a used auto sales business. Per the project narrative and concept plan, the applicant intends to repurpose the building and site into a collision repair shop, which is classified as "Major Auto Repair" in the Zoning Ordinance and requires Special Land Use approval in the M-1 zoning district. The applicant indicates hours of operation between 9 am and 6 pm and 3 to 5 total employees. A new exterior paint booth is depicted at the rear of the building, but no other significant site modifications are proposed. At the May 20<sup>th</sup> Planning Commission meeting, the applicant stated that the paint booth would be moved inside the building to avoid conflicts with building setback requirements.



436 E. 14 Mile Rd. – Aerial Image – Existing Conditions (Red Dashed Line)

Streetview from E. 14 Mile Road



\*Note: The asphalt area in front of the building has been recently re-sodded.

### Site and Use History

Historic aerial imagery shows that the principal building was constructed prior to 1963 with a rear addition constructed sometime between 1974 and 1980. City records indicate automotive repair and services uses on the property dating back to at least 1984. Various Special Land Use approvals and site improvements have been made on the property throughout the years, summarized below (not an exhaustive list):

- 1984: Operated as "Oakland Auto Reconditioning" with a quick print and copying shop at the rear.
- 1990: Special Approval granted for an auto brake shop.
- 1999: Special Approval granted for minor auto repair.

- 2011: A steel canopy is approved and constructed over outdoor storage area at rear of site.
- 2015: Special Approval granted for used auto sales in addition to existing auto repair.
- 2017: The property is combined with vacant parcel to the east; parking lot is expanded; new Special Approval granted for used auto sales on expanded parking lot.
- 2020: Per Google Streetview images, the site primarily operates as a used car sales lot.

#### Use-Specific Standards for Auto Repair and Service Facilities (Minor and Major)

Major Auto Repair and Service Facilities, including those that offer collision and body work and body painting, require Special Land Use approval in the M-1, Light Industrial district. These facilities are also subject to the use-specific zoning standards set forth in **Section 7.03.2**; the full list of standards is attached to this report. The applicant has provided a conceptual site plan and a copy of the existing floor plan. With the exception of a new exterior paint booth at the rear of the site, no site modifications are proposed. Staff has the following comments pertaining to these use-specific standards.

• Location Repair and Servicing: All repair and servicing operations shall be conducted entirely within an enclosed building. All equipment used in the servicing and repair of vehicles shall be located within an enclosed building.

<u>Comment:</u> The floor plan does not contain information regarding the number of hoists or service bays within the building. Additionally, a new 350 sq. ft. exterior paint booth is proposed at the rear of the building, but details and specifications of the booth have not been provided. At the May 20<sup>th</sup> Planning Commission meeting, the applicant stated that the paint booth would be moved inside the building to avoid conflicts with building setback requirements.

• Outside Storage Prohibited: Outside storage or parking of disabled, wrecked, inoperable, or partially dismantled vehicles shall not be permitted with the exception of those areas specifically designated for said purpose on an approved site plan. Such areas shall be screened in accordance with Section 8.03(6) (Accessory Outdoor Storage). Outdoor storage of materials, such as tires, barrels, or other materials used or sold on the premises, shall not be permitted with the exception of those areas specifically designated for said purpose on an approved site plan. Such areas shall be screened in accordance with Section 8.03(6) (Accessory Outdoor Storage).

<u>Comment:</u> The conceptual site plan does not differentiate between areas used for customer/employee parking versus those used to park vehicles awaiting repair. Additionally, while it assumed that outdoor equipment/material storage will take place under the canopy area, this is not reflected nor confirmed on the site plan.

Should City Council move to approve the Special Land Use, staff advises that the use-specific standards of Section 7.03.2 be incorporated as a condition of approval.

	Existing Land Use	Existing Zoning	
Site	Vacant (previous auto sales and repair)	M-1, Light Industrial	
North (across 14 Mile Rd.) Commercial Strip Center (Troy)		CB, Community Business (Troy)	
South	Industrial/Manufacturing	M-1, Light Industrial	
East Vacant Building		M-1, Light Industrial	
West	Industrial/Manufacturing	M-1, Light Industrial	

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

The site is surrounded by light industrial zoning and land uses located on the south side of E. 14 Mile Road. Per the Madison Heights Zoning Ordinance, the M-1 zoning district is *"designed so as to primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts."* 

Uses permitted by right in the M-1 district primarily consist of light industrial, manufacturing, warehousing, wholesale, distribution, and research facilities. However, commercial uses such as auto sales, restaurants, financial institutions, business schools, and tool and equipment sales are also permitted by right. The full list of permitted uses is attached to this report. There are several existing auto repair facilities located within close proximity to the subject site, including Interstate Auto Care and Golling Kia, both located on E. 14 Mile Road.

#### Future Land Use and Master Plan

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

	Future Land Use	
Site	Industrial	
North (across 14 Mile)	"South John R Road" (Troy)	
	(Mixed-Use Commercial)	
South	Industrial	
East	Industrial	
West	Industrial	

The future land use designation of the subject site is *Industrial*. Per the Master Plan, the Industrial designation is intended to accommodate manufacturing, processing, warehousing, storage of raw materials and intermediate and finished products, industrial service providers, industrial parks, and industrial research activities. The Master Plan/Future Land Use Plan does not break down the Industrial designation into different levels or intensities of industrial uses.

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

#### **Community Character**

• Enhance the city's commercial corridors to support walkability and improve community identity.

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

#### **Commercial & Industrial Development**

- Promote incentives and flexible zoning mechanisms for commercial and industrial property owners and tenants to upgrade existing commercial and industrial sites.
- Promote the mix of commercial, office, and industrial uses in a way that fosters collaboration and business growth while creating a desirable environment for the local workforce.
- Promote walkability by ensuring sufficient local destinations for goods and services.

#### **Transportation**

14 Mile Road is under the jurisdiction of Road Commission of Oakland County (RCOC) and is classified as a principal arterial road, which is intended to carry long-distance, through-travel movements. Per SEMCOG, this portion of 14 Mile Road handles an average volume of approximately 27,000 vehicles per day.

#### **Special Land Use Criteria**

Requests for Special Land Use approval are subject to processes and review standards contained in Section 15.05. A public hearing is required in front of the Planning Commission, after which the Planning Commission may make a recommendation to City Council. After receiving a recommendation from the Planning Commission, City Council has the authority to take final action on Special Land Use requests.

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

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

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

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

#### Staff Analysis and Concept Plan Review

In deliberating the proposed Special Land Use, staff believes that the Planning Commission and City Council should focus on the compatibility of the proposed auto repair use with the use-specific criteria and general site requirements of the Zoning Ordinance, the intent of the M-1, Light Industrial zoning district, the uses permitted within the district, existing adjacent land uses, and the goals and objectives of the Industrial future land use designation. While vehicle repair is sometimes classified as more of a commercial use than industrial for zoning purposes, the external impacts of auto repair (e.g. noise, storage, fumes, etc.) do have similarities to other industrial uses permitted by right.

Staff has the following comments pertaining to the Special Land Use request:

#### **Building Setbacks**

The concept plan depicts a new 375 sq. ft. exterior paint booth at the rear of the building. Details and specifications of the paint booth have not been provided. As the paint booth would be attached to the rear of the building, it would be considered an expansion of the principal building and therefore subject to the setback requirements of the M-1 district. Per Section 4.02 of the Zoning Ordinance, the M-1 district requires a minimum side yard setback of 20 feet and a minimum rear yard setback of 25 feet. The site plan depicts the paint booth having a side yard setback of approximately 10 feet and a rear yard setback of approximately 9 feet, failing to meet Zoning Ordinance standards.

At the May 20<sup>th</sup> Planning Commission meeting, the applicant stated that the paint booth would be moved inside the building to avoid conflicts with building setback requirements.

#### Landscaping

In order to offset some of the external impacts of auto repair use, such as the parking of vehicles in disrepair and the sight of vehicles being repaired within the bay doors, extra consideration should be given to landscaping adjacent to the right of way. As shown in the Streetview image on page 2 of this report, while there are sodded areas on the site directly adjacent to 14 Mile, there is no existing landscape screening along the frontage of the property. The site should be brought into conformance with the Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.

#### Parking

21 parking spaces are provided on site. Per Section 10.03 of the Zoning Ordinance, minimum parking requirements for auto repair uses are based upon usable floor area and the total number of service bays. Because a detailed floor plan has not been provided showing the number of service bays/hoists, staff cannot adequately determine the minimum parking requirement. Additionally, staff notes that the designated ADA parking space does not meet the minimum dimensional requirements for a van-accessible space and appears to be protruding out into the drive aisle; these will need to be addressed on a revised site plan.

#### **Use-Specific Standards**

The floor plan does not contain information regarding the number of hoists or service bays within the building. Additionally, details and specifications of the paint booth have not been provided. The conceptual site plan does not differentiate between areas used for customer/employee parking versus those used to park vehicles awaiting repair. Further, while it assumed that outdoor equipment/material storage will take place under the canopy area, this is not reflected on the site plan.

Per Section 15.05, City Council may postpone action on a Special Land Use request to allow verification, compilation, or submission of additional or supplemental information or to address other concerns or issues.

The Planning Commission included the following conditions of approval within their motion. As such, if City Council moves to approve the Special Land Use, staff recommends that the following conditions be incorporated into the motion:

- 1. A Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.
  - e. Lighting shall be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required.

- 2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.
- 3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.

Per Section 15.05, City Council may postpone action on a Special Land Use request to allow verification, compilation, or submission of additional or supplemental information or to address other concerns or issues.

#### **Next Step**

After discussion, City Council may take action on the requested Special Land Use in the form of a motion. Any motion shall include concise findings based upon the Special Land Use review standards and criteria, Section 15.03.3. Per Section 15.05, City Council may postpone action on the Special Land Use request to a date certain to allow verification, compilation, or submission of additional or supplemental information or to address other concerns or issues.

#### Template motions for postponement and approval is provided on the following page.

#### **Attachments**

- Special Land Use Application PSP #25-02
- Concept Site Plan and Floor Plan- PSP #25-02
- Associated Maps
- Draft Minutes May 20<sup>th</sup> Planning Commission
- Section 3.17 M-1, Light Industrial District
- Section 7.03.2 Use-Specific Standards for Auto Repair and Service Facilities
- Section 15.05 Special Land Use Review

#### **Template Motion, Findings and Conditions**

Staff offers the following motion of approval and findings as a suggested template and guide for City Council's consideration. City Council may provide additional detailed findings, as needed, to substantiate any motion for approval or denial. A motion for denial may follow this same outline.

MOTION BY \_\_\_\_\_\_, SECONDED BY \_\_\_\_\_, THAT CITY COUNCIL HEREBY **APPROVES** SPECIAL LAND USE REQUEST NUMBER PSP 25-02 FOR A MAJOR AUTO REPAIR AND SERVICE FACILITY AT 436 E. 14 MILE ROAD BASED UPON THE FOLLOWING FINDINGS:

- 1. The applicant requests Special Land Use approval for a Major Auto Repair and Service facility at 436 E. 14 Mile Rd. as permitted by Section 3.17 of the Zoning Ordinance, *M-1 Light Industrial District.*
- The Planning Commission held a public hearing for PSP 25-02 at their May 20<sup>th</sup>, 2025 meeting. Following the public hearing, the Planning Commission recommended approval of the Special Land Use request, with conditions, to City Council. The conditions recommended by the Planning Commission are incorporated herein.
- 3. The proposed Major Auto Repair and Service use is consistent with the special land use review standards and criteria set forth in Section 15.05.3. In particular:
  - a. The use is designed, located, and proposed to be operated in a way that protects the public health, safety and welfare.
  - b. The use will not involve activities that will be detrimental to adjacent industrial land uses.
  - c. The use is designed and located so that it is compatible with the principal uses permitted in the M-1, Light Industrial district.
  - d. The use is designed and located so that it is compatible with the Madison Heights Master Plan and the Industrial future land use designation.
- 4. With modifications required as conditions of approval, the use satisfies the use-specific standards for Major Auto Repair and Service facilities as contained in 7.03.2 of the Madison Heights Zoning Ordinance and is in general compliance with site design standards contained within the Zoning Ordinance.

#### APPROVAL IS GRANTED WITH THE FOLLOWING CONDITIONS:

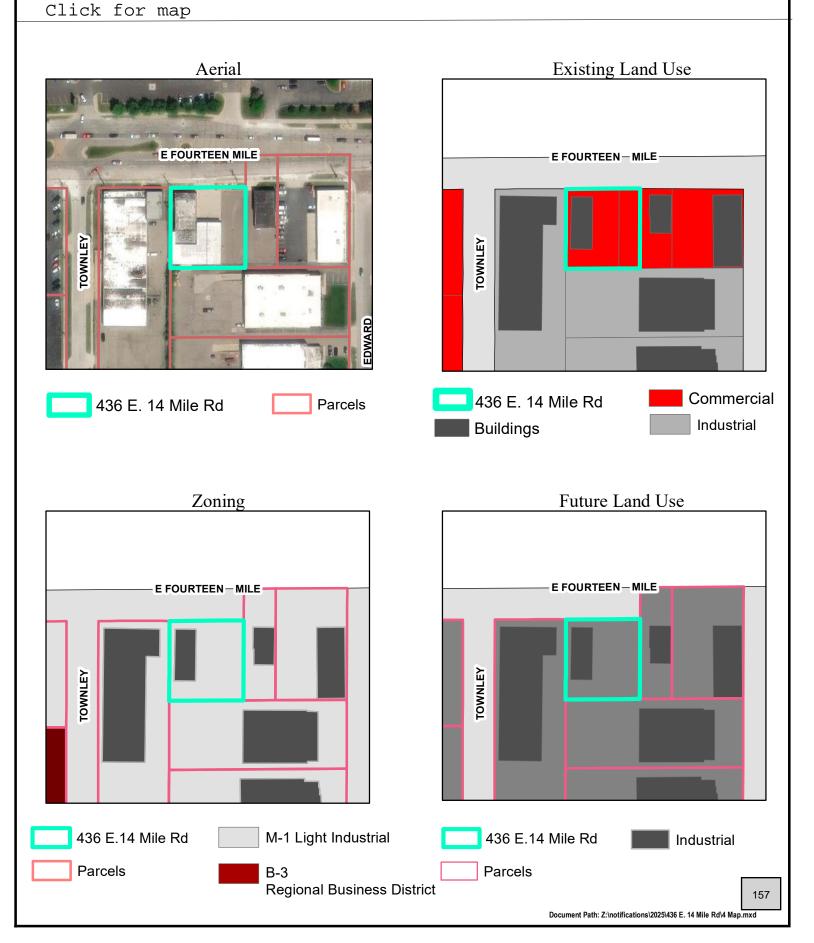
- 1. Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.

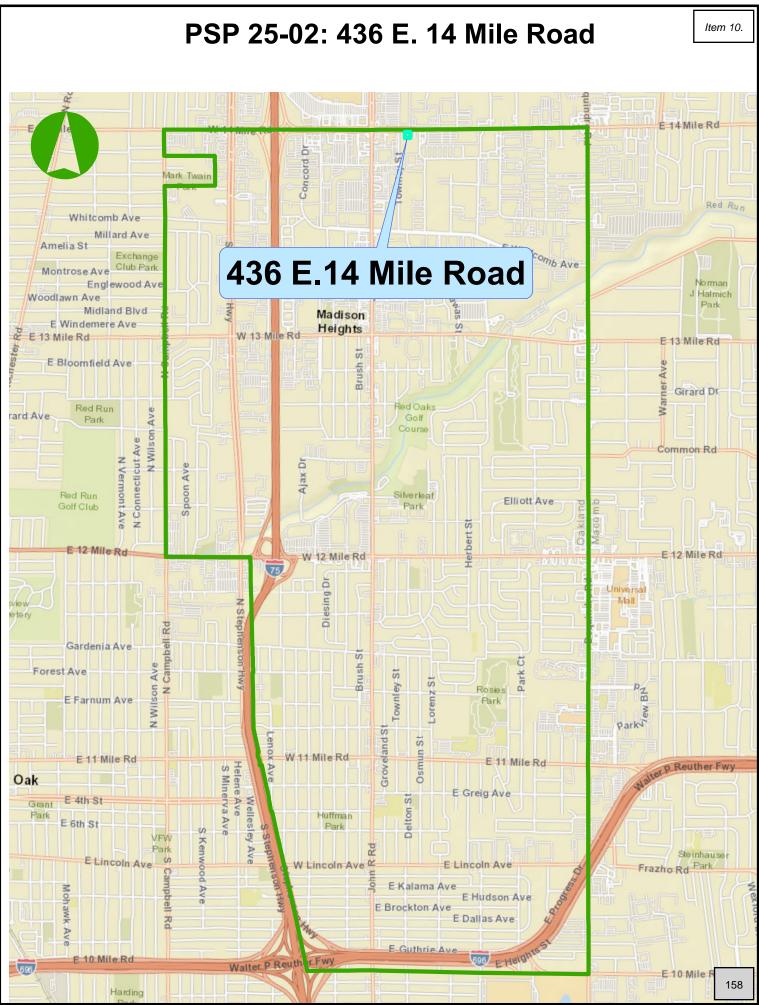
- e. Lighting will be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required.
- 2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.
- 3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.



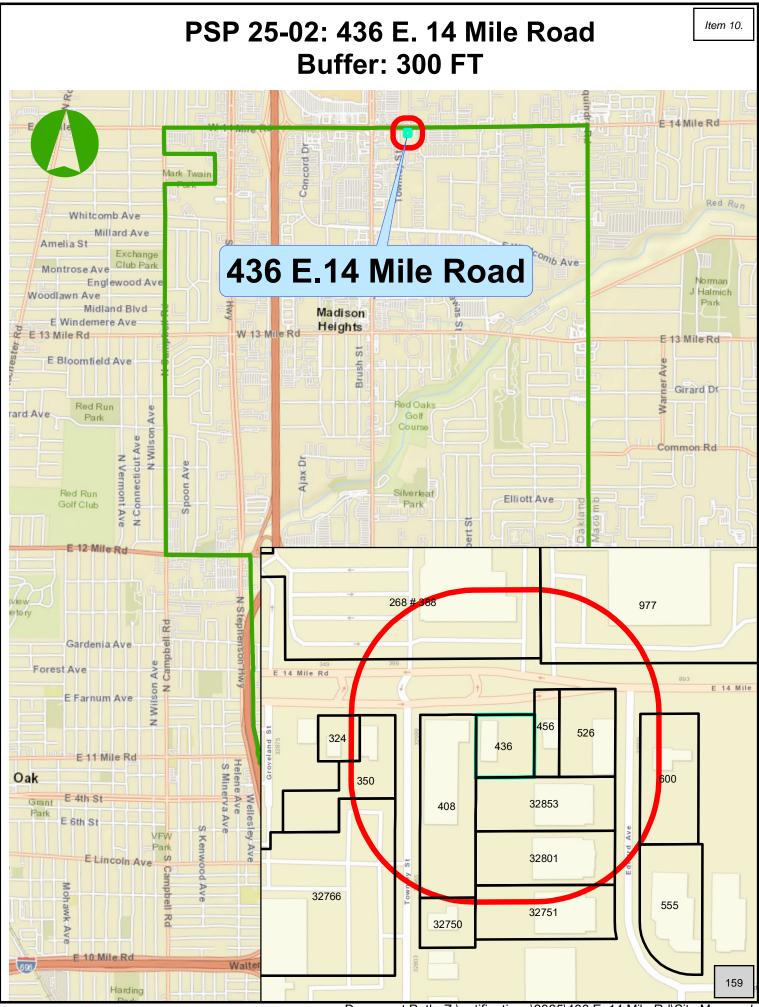
Item 10.

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CITY OF MADISON HEIGHTS PLANNING COMMISSION MEETING MINUTES May 20, 2025 (DRAFT) Council Chambers – City Hall 300 W. 13 Mile, Madison Heights, MI 48071

### 1. CALL TO ORDER

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

#### 2. ROLL CALL

Present:	Vice Chair Eric Graettinger
	Mayor Roslyn Grafstein
	Mayor Pro Tem Mark Bliss
	City Manager Melissa Marsh
	Commissioner Ryan Fox
Also Present:	City Planner Matt Lonnerstater
	Assistant City Attorney Tim Burns
	Business Services Coordinator Mary Daley
Abaanti	Chair Josh Champagna, Campionianar Cliff Orlachy, Campionianar Caltan Smith
Absent:	Chair Josh Champagne, Commissioner Cliff Oglesby, Commissioner Colton Smith,
	Commissioner Grant Sylvester

#### **3. EXCUSE ABSENT MEMBERS**

Motion by Commissioner Bliss, seconded by Commissioner Fox to excuse Commissioners Champagne, Oglesby, Smith and Sylvester

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Grafstein, Commissioner Marsh, Vice Chair Eric Graettinger

Motion carries unanimously.

#### 4. APPROVAL OF THE MINUTES

Motion by Commissioner Fox, seconded by Marsh to approve the minutes of the regular Planning Commission meeting of April 8, 2025.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Grafstein, Commissioner Marsh, Vice Chair Eric Graettinger

Motion carries.

#### 5. PUBLIC COMMENT - For items not listed on the agenda

Vice Chair Champagne opened the floor for public comment at 6:16 pm. Seeing none, Chair Champagne closed public comment at 6:16 pm.

# 6. PUBLIC HEARING - Special Land Use Request # PSP 25-02 – 436 E. 14 Mile Road – Major Autor Repair and Service

Planner Lonnerstater introduced the special land use request from the applicant, Joseph Gorial, to operate a major auto repair and service located at 436 E. 14 Mile Road.

The applicant intends to repurpose the building and site, which is described in the packet, into a collision repair shop which is authorized in our zoning ordinance as a "major auto repair" and requires special land use approval.

Planner Lonnerstater detailed the site history and use history of the building and site and then reviewed the current zoning and land use. The site is zoned as M-1, light industrial.

Staff asked the Commission to consider the goals and objectives of the 2021 Madison Heights Master Plan as part of the request and that they should focus on the compatibility of the proposed auto repair use with the use-specific criteria and general site requirements of the Zoning Ordinance, the intent of the M-1, Light Industrial zoning district, the uses permitted within the district, existing adjacent land uses, and the goals and objectives of the Industrial future land use designation.

Staff expressed the following concerns:

- 1. Building setbacks there are some concerns about a proposed new 375 sq. ft exterior paint booth at the rear of the building
- 2. Landscaping staff would like the site to be brought into conformance with the frontage landscaping requirements in the ordinance
- 3. Parking 21 parking spaces are provided on site. Per the Zoning Ordinance, minimum parking requirements for auto repair uses are based upon usable floor area and the total number of service bays. Because a detailed floor plan has not been provided showing the number of service bays/hoists, staff cannot adequately determine the minimum parking requirement.
- 4. Use Specific Standards Staff does not believe that the conceptual site plan and floor plan provide enough detail to analyze the proposed use based on the use-specific standards for Major Auto Repair. The floor plan does not contain information regarding the number of hoists or service bays within the building. Additionally, details and specifications of the paint booth have not been provided.

Vice Chair Graettinger opens the public hearing at 5:41 p.m. and welcomes the applicant Joseph Gorial at the podium.

Mr. Gorial addressed the question from regarding the number of service bays. There will be five bay doors, one will be specifically for the rollout dumpster. Mr. Gorial stated that the paint booth will be moved inside the building to avoid building

Motion By Commissioner Fox, Seconded by Commissioner Bliss, That, Following the Required Public Hearing, the Planning Commission Hereby Recommends That City Council Approve Special Land Use Request Number PSP 25-02 For A Major Auto Repair And Service Facility At 436 E. 14 Mile Road Based Upon the following findings:

- The applicant requests Special Land Use approval for a Major Auto Repair and Service facility at 436 E. 14 Mile Road as permitted by Section 3.17 of the Zoning Ordinance, M-1 Light Industrial District.
- 2. The Planning Commission held a public hearing for PSP 25-02 at their May 20th, 2025 meeting.
- 3. The proposed Major Auto Repair and Service use is consistent with the special land use review standards and criteria set forth in Section 15.05.3. In particular:
  - a. The use is designed, located, and proposed to be operated in a way that protects the public health, safety and welfare.
  - b. The use will not involve activities that will be detrimental to adjacent industrial land uses.
  - c. The use is designed and located so that it is compatible with the principal uses permitted in the M-1, Light Industrial district.
  - d. The use is designed and located so that it is compatible with the Madison Heights Master Plan and the Industrial future land use designation.
- 4. With modifications required as conditions of approval, the use satisfies the use-specific standards for Major Auto Repair and Service facilities as contained in 7.03.2 of the Madison Heights Zoning Ordinance and is in general compliance with site design standards contained within the Zoning Ordinance.

#### APPROVAL IS GRANTED WITH THE FOLLOWING CONDITIONS

- 1. A Minor Site Plan shall be submitted to the Community and Economic Development Department in accordance with Section 15.04 of the Zoning Ordinance. The Minor Site Plan, when submitted, shall be designed to satisfy the following:
  - a. The site shall meet the minimum Frontage Landscaping requirements contained in Section 11.05. Administrative waivers may be accommodated to comply with DTE pruning requirements for the nearby overhead wires.
  - b. The site plan shall denote locations for customer/employee parking, parking for vehicles awaiting repair, and any outdoor storage.
  - c. The designated ADA parking space/aisle shall be increased to a width of 16 feet in accordance with ADA standards and shall be shifted out of the drive aisle.
  - d. A detailed floor plan shall be provided which denotes the number of hoists or service bays within the building.
  - e. Lighting will be adjusted to ensure no trespassing of light and allow the building department to determine if a photometric plan is required

2. The Minor Site Plan and use shall satisfy the use-specific standards for auto repair and service facilities contained in Section 7.03.2 and attached to the staff report. The use-specific operating conditions shall be listed on the final Certificate of Occupancy.

3. The Community and Economic Development Department is responsible for approving compliance with the conditions noted above.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Grafstein, Commissioner Marsh, Vice Chair Eric Graettinger

Motion carries.

#### 7. PUBLIC COMMENT

Chair opened the meeting to the public at 6:00 pm, seeing no one wished to speak, the public comment was closed at 6:00 pm.

#### 8. NEW BUSINESS

Planner Lonnerstater introduced the topic of updating the 2021 Master Plan discussion item. State law requires the City Planning Commission to review the master plan every 5 years. We have the choice of updating it or keeping it as is. Because we had a major update to the zoning ordinance recently, staff notes it may be beneficial to align the two. Staff also believe this can be done in house.

A few other changes since 2021 would be new districts including form-based City center district, mixed use innovation districts, and residential mixed neighborhood.

In addition, the new Zoning Ordinance contains opportunities for expanded housing choices within the city, including accessory dwelling units, duplexes, multiplexes and townhomes. Additionally, in late 2024, Governor Whitmer signed HB 5557 into law which amended the Planning Enabling Act to expressly include housing as a core provision of a Master Plan.

Another change since 2021 is the 11 Mile Streetscape plan, with Phase 1 between John R and Lorenz almost underway.

A number of auto-oriented developments such as gas stations, car washes, auto repair, and auto sales, have been approved over the past few years. These types of uses have created a need to analyze land use patterns and development regulations in the city to ensure their proper placement.

Finally, Madison Heights has been engaged in a multi-jurisdictional Safe Streets for All (SS4A) Plan to address vehicle and non-motorized-related major injuries and deaths on city streets.

Motion by Grafstein, seconded by Bliss to allow staff to begin the process of amending the Master Plan in coordination with the Planning Commission and City Council with a tentative timeline approximately one year which is detailed in the meeting packet.

Voting Yea: Commissioner Bliss, Commissioner Fox, Commissioner Grafstein, Commissioner Marsh, Vice Chair Eric Graettinger

Motion carries.

#### 9. MEMBER UPDATES

Commissioner Bliss has requested staff review rezoning all of the churches on main roads in the City. He stated the reason is because years ago, the Churches were required to be zoned as residential to allow for a church.

Planner Lonnerstater intends to review this matter when the Master Plan discussion will be underway. Commissioner Bliss feels this will make it easier for those parcels to change hands if the church closes.

Commissioner Fox added to the Church rezoning discussion and expressed concern about rezoning those parcels and their ability to be rebuilt in the future as a place of worship.

In a separate member update, Commissioner Fox discusses the lack of trees in the Northeastern portion of the community and states it is one of the areas with the least trees in Oakland County. He would like to see more trees in that area.

#### **10. PLANNER UPDATES**

#### Planner Update - Temporary Use Request # PTMPU 25-03 - 434 W. 12 Mile Road - Lowes Outdoor Accessory Sales and Storage

At the April 8th Planning Commission meeting, Lowes requested Temporary Use approval from the Planning Commission to operate an accessory seasonal storage and sales area at Lowes Home Improvement Center, 434 W. 12 Mile Road. The applicant requested Planning Commission approval to operate the Temporary Use for eight consecutive (8) months, exceeding the ninety (90) day limitation set forth in the Zoning Ordinance. At this meeting, the Planning Commission postponed action on the Temporary Use request.

Since the April 8th meeting, the applicant has revised the Temporary Use application, reducing the dates of operation to fall within the ninety (90) day limitation contained in the Zoning Ordinance. As such, staff has administratively approved the Temporary Use request requiring no further action from the Planning Commission.

#### **11. ADJOURNMENT**

Chair Champagne adjourned the meeting at 6:38 pm.



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

I. APPLICANT INFORMATION	
Applicant TOSE PH GORIAL	
Applicant Address	
City	
Interest in Property (owner, tenant, option, etc.) '7	ENKN T
Contact Person JOSEPI-1 GORE	-AL
Telephone Number	Email Address
II. PROPERTY INFORMATION	
Property Address 436 E, 14 mile,	MADISON Hts
Tax ID 92-3774517	
Owner Name (if different than applicant)	oun Nalu
Address 526 East 14 M	Mile Ral
city Mardison Hts	State <u>M</u> ; Zip <u>480</u> 7)
Telephone Number	Email Address
III. CONSULTANT INFORMATION (IF APPLICABLE)	
Name LARRY SARVER	Company NETWORK RLT
Address	
City	State Zip
Telephone Number	Email Address

City of Madison Heights – Community & Economic Development Department 300 W. Thirteen Mile Road, Madison Heights, MI 48071 J (248) 583-0831

#### SPECIAL LAND USE APPLICATION

#### IV. PROJECT NAME

#### V. PROJECT DESCRIPTION AND SCOPE OF WORK

Brief Description of Proposed Special Land Use:

Required Attachments:

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

### VI. APPLICANT CERTIFICATION

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

Printed Name	JOSEPH	GORJAL	Signature	JG	Date (-21-2025
			Ū.		

#### VII. PROPERTY OWNER CERTIFICATION

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

Printed Name Signature Date

#### Notary for Property Owner:

Ň

Subscribed and sworn before me, this $21 \text{ day of } \underline{Hp}$ 2025 A Notary Public in and for $\underline{Way} \cap \underline{k}$ County, Michigan.
A Notary Public in and for Way AL County, Michigan.
Notary Name (Print): AShluy Decellos
Notary Signature: ashlux Deceller
My Commission Expires: 8/2/2028

~ `

**Notary Stamp** 

ASHLEY DECELLES
NOTARY PUBLIC - MICHIGAN
COUNTY OF WAYNE
ACTING IN THE COUNTY OF On KIAM
MY COMMISSION EXPIRES AUG. 02, 2028
= 114207100.02, 2020

[D0 NOT	STAFF USE ONLY ACCEPT INCOMPLETE APPLICATIONS]
FILING FEE (\$750): DATE APPLICATION RECEIVED:	SPECIAL LAND LISE NO + DSD # 75 ()00

## SPECIAL LAND USE: REVIEW STANDARDS RESPONSE FORM

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

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

IT IS EXISTING BUILDING AND NOT Releasing ANY NOISE, HARMFUL VAPERS, WORK FS DONE FUSEDE BRIDSNL ONLY.

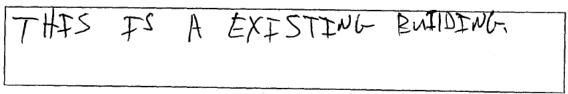
**B.** Describe how the use will be designed in a way that considers the natural environment and helps conserve natural resources and energy.

RELEASED NOTHEN 6 HARMFULL IS PNTO ENVEROMENT.

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

NONE OF THE ABOUE. NONE OF THAT WILL HAPPEN.

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



#### SPECIAL LAND USE APPLICATION

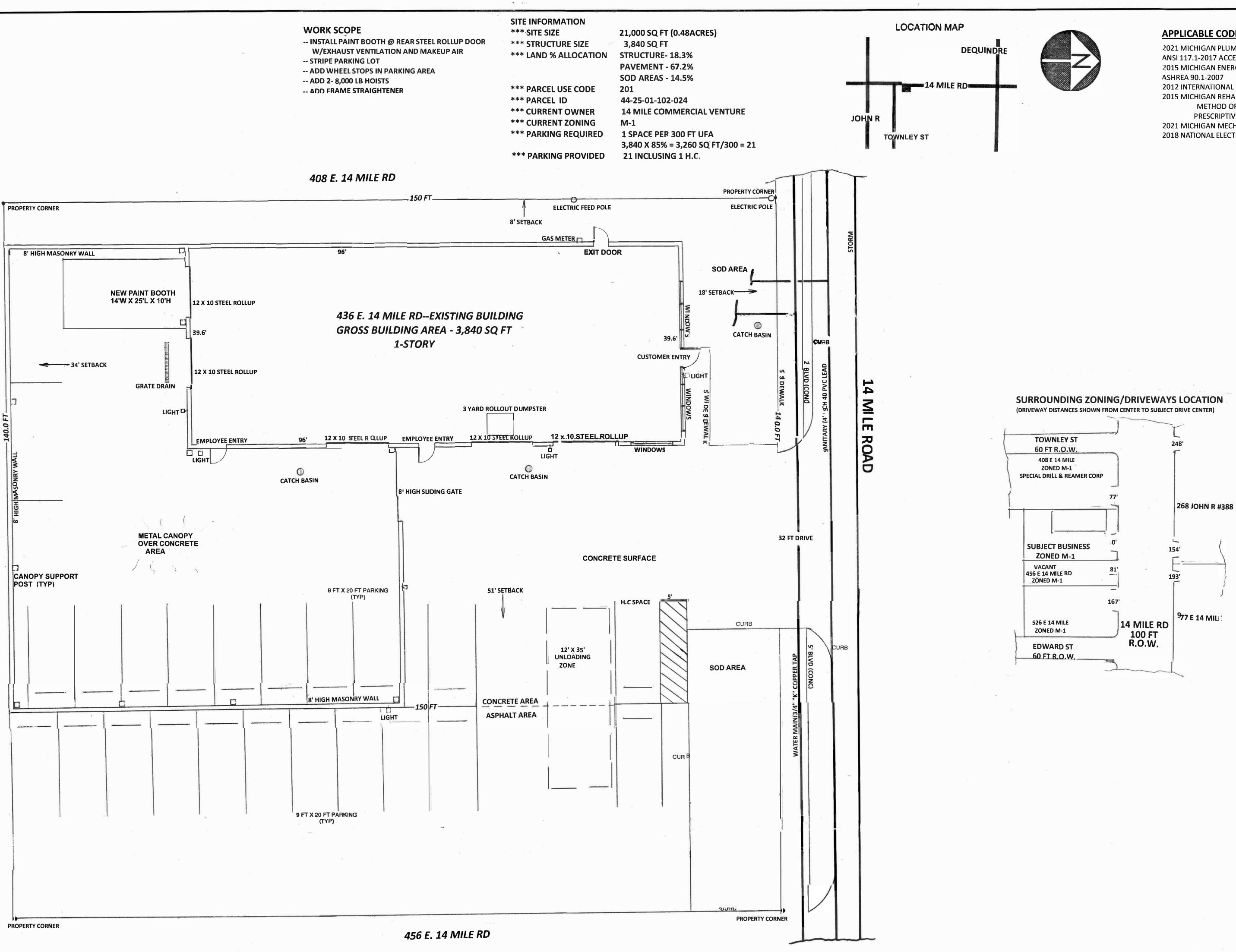
- E. Describe how ingress/egress to the use will be controlled to assure maximum vehicular, pedestrian and non-motorized safety, convenience and minimum traffic impact on adjacent roads, drives and uses including, but not limited to:
  - Reduction in the number of ingress/egress points through elimination,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

UTTELIZENG EXESTENZ DRIVEWAN WE ADE

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

OUR COLLESFON SHOP FS JUST CIFE OUR NEFBOUR TO THE EAST WITCH FS A ANTO RORATA

- W/EXHAUST VENTILATION AND MAKEUP AIR





**APPLICABLE CODES** 

2021 MICHIGAN PLUMBING CODE ANSI 117.1-2017 ACCESSIBILITY 2015 MICHIGAN ENERGY CODE **2012 INTERNATIONAL FIRE CODE** 2015 MICHIGAN REHAB CODE METHOD OF COMPLIANCE, PRESCRIPTIVE COMPLIANCE 2021 MICHIGAN MECHANICAL CODE 2018 NATIONAL ELECTRIC CODE

**NETWORK RLT, INC REAL ESTATE** DESIGN

Item 10.

7436 OAKLAND **DETROIT, MI 48211** (586) 339-2862





3 WORKING DAYS BEFORE YOU DIU CALL MISS DI 0-482-7171

# JOB DESCRIPTION

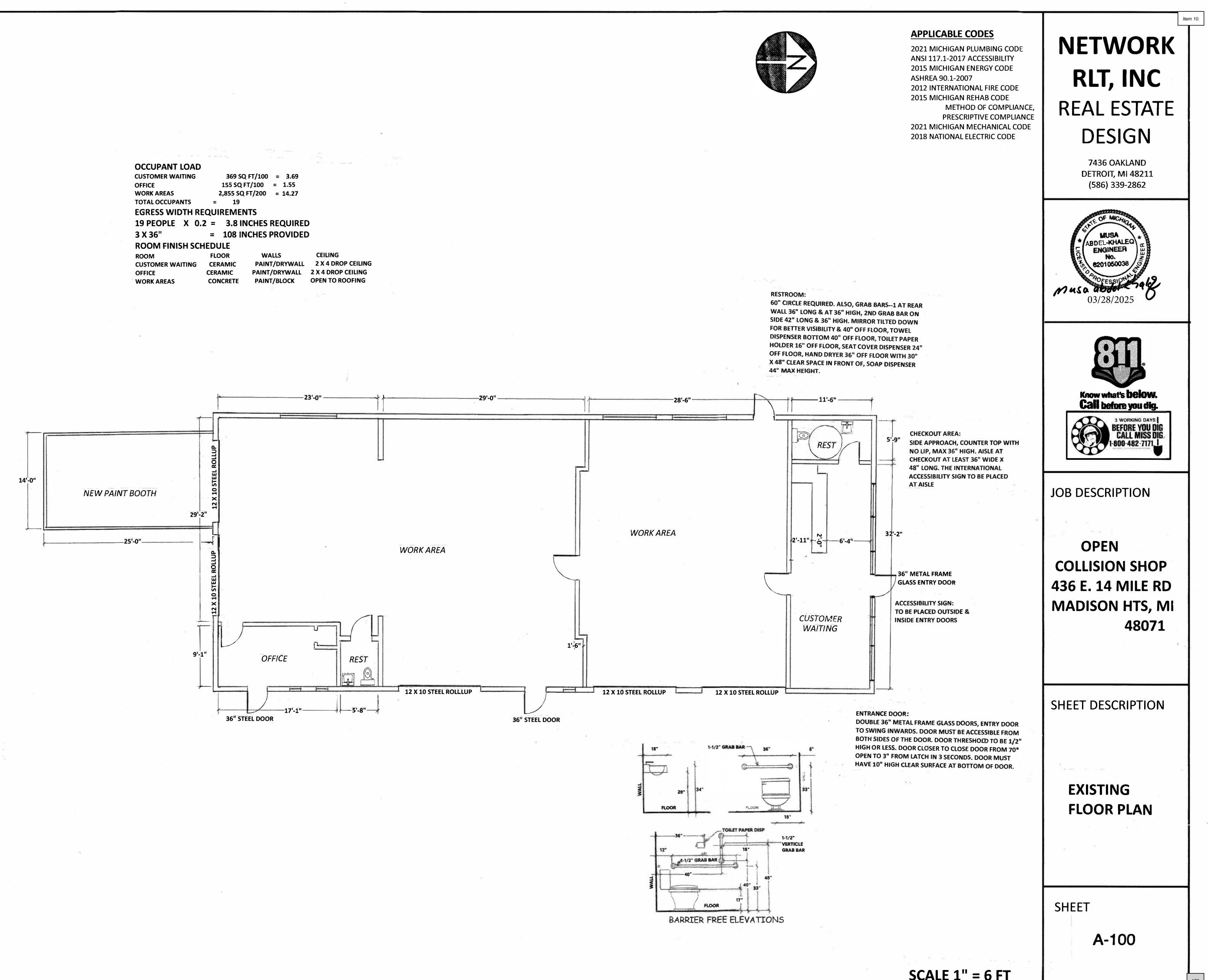
**OPEN COLLISION SHOP** 436 E. 14 MILE RD MADISON HTS, MI 48071

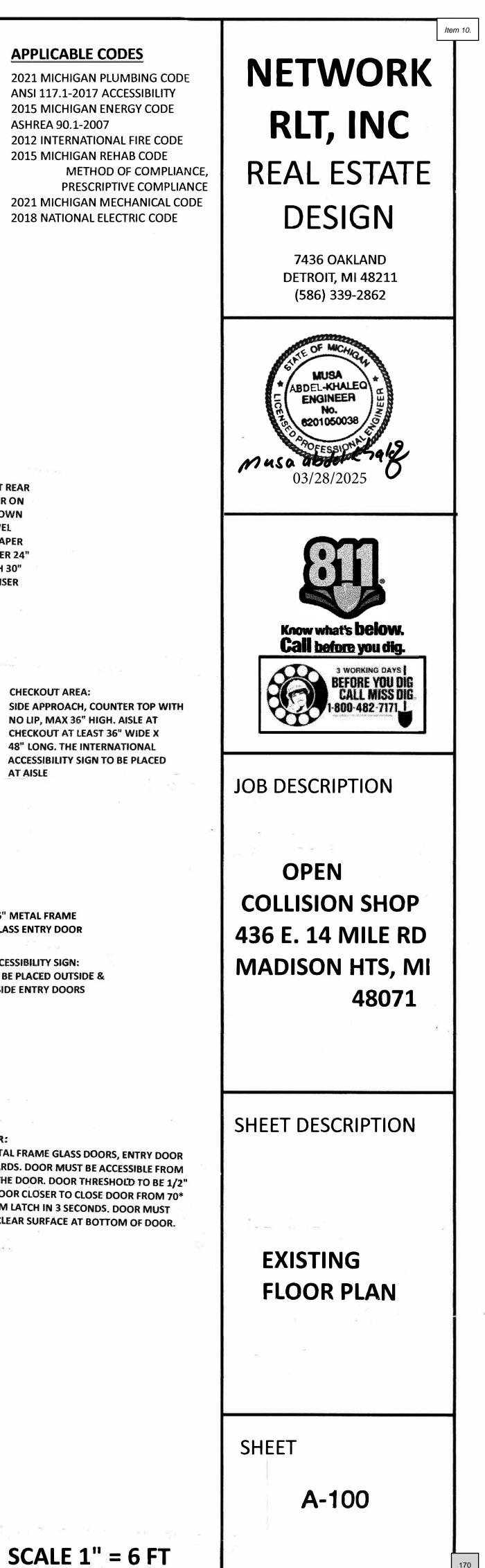
# SHEET DESCRIPTION

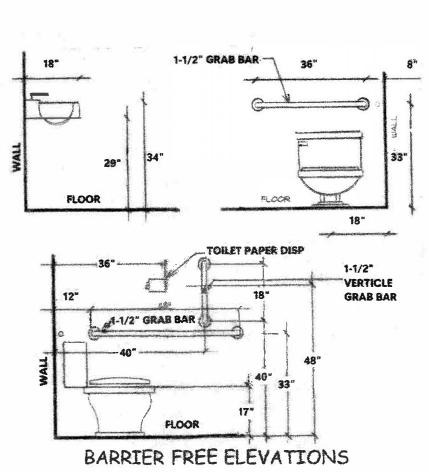
EXISTING SITE PLAN

SHEET

A-000







## Section 3.17 M-1 Light Industrial District

#### PREAMBLE

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

#### **REQUIRED CONDITIONS**

Any use established in the M-1 District shall be operated so as to comply with the performance standards set forth hereinafter in <u>Article 9</u>

PERMITTED USES	SPECIAL LAND USES	ACCESSORY USES
<ul> <li>Artisan Manufacturing/Makerspace</li> <li>Artist Studio</li> <li>Auto Sales (New and Used) and Rental 7.03(3)</li> <li>Banquet/Assembly/Meeting Halls (less than 75 persons) 7.03(5)</li> <li>Bars and Taprooms</li> <li>Business or Trade Schools</li> <li>Contractor's Office 7.03(9)</li> <li>Essential Public Utility Services</li> <li>Financial Institutions</li> <li>General Warehouse and Distribution</li> <li>Government Office Building/Courthouse/Public Police and Fire Services</li> <li>Incubator Kitchen or Catering Facility</li> <li>Incubator Workspaces</li> <li>Indoor Recreational Business 7.03(21)</li> <li>Industrial Tool and Equipment Sales, Rental, Service, Storage and Distribution</li> <li>Light Industrial, Assembly, Repair and Manufacturing</li> <li>Medical Marihuana and Adult Use Marihuana Safety Compliance Facility 7.03(25)</li> <li>Medical Marihuana Caregivers (Primary Caregiver Marihuana Grow Overlay District only) 7.03(24)</li> <li>Microbreweries, Wineries and Distilleries</li> <li>Post Office</li> <li>Public Library, Museum, Art Center, Community Center</li> <li>Public Parks</li> <li>Religious Institutions, Private Clubs, and Lodges (less than 75 persons) 7.03(39)</li> <li>Research, Development and Testing Facilities</li> <li>Restaurant</li> <li>Temporary Buildings and Uses 7.03(43)</li> </ul>	<ul> <li>Auto Repair and Service (Major) <u>7.03(2)</u></li> <li>Auto Repair and Service (Minor) <u>7.03(2)</u></li> <li>Auto Sales (New and Used) and Rental <u>7.03(3)</u></li> <li>Commercial Kennels and Boarding Facilities <u>7.03(8)</u></li> <li>Fleet Vehicle and Trucking Storage Yard. Commercial Storage of Boats, Trailers, Recreational Vehicles, or other Operable Vehicles or Equipment.</li> <li>Home Improvement Centers and Garden Centers, Small and Mid-Format (up to 30,000 sq. ft.) and Large-Format (&gt;30,000 sq. ft.) <u>7.03(17)</u></li> <li>Indoor Shooting Range <u>7.03(22)</u></li> <li>Lumber Yard <u>7.03(17)</u></li> <li>Parking as a Principal Use <u>7.03(34)</u></li> <li>Recycling Drop Off Centers</li> <li>Self-Storage Facility <u>7.03(40)</u></li> <li>Wholesale Sales/Retail</li> </ul>	<ul> <li>Accessory Buildings, Structures and Uses <u>Section</u> <u>8.03</u></li> <li>Firearm Retail Sales <u>7.03(13)</u></li> <li>Outdoor Dining and Seating <u>7.03(31)</u></li> <li>Outdoor Sales and Display <u>7.03(33)</u></li> </ul>



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

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



### Section 7.03 Use-Specific Standards

#### 2. AUTO REPAIR AND SERVICE FACILITIES (MINOR AND MAJOR):

- A. Residential Separation Buffer. A twenty (20) foot buffer shall be provided between any portion of an auto repair/service facility (e.g., buildings, access drives, parking area) and the property line of a residentially-zoned or used parcel, screened and landscaped in accordance with <u>Section</u> <u>11.04</u> (Transitional Landscaping).
- B. Location of Repair and Servicing. All repair and servicing operations shall be conducted entirely within an enclosed building. All equipment used in the servicing and repair of vehicles shall be located within an enclosed building.
- C. Outside Storage Prohibited:
  - Outside storage or parking of disabled, wrecked, inoperable, or partially dismantled vehicles shall not be permitted with the exception of those areas specifically designated for said purpose on an approved site plan. Such areas shall be screened in accordance with <u>Section</u> <u>8.03(6)</u> (Accessory Outdoor Storage).
  - Outdoor storage of materials, such as tires, barrels, or other materials used or sold on the premises, shall not be permitted with the exception of those areas specifically designated for said purpose on an approved site plan. Such areas shall be screened in accordance with <u>Section 8.03(6)</u> (Accessory Outdoor Storage).
- D. Hours of Operation. No auto repair or maintenance services shall be performed before 7 a.m. or after 9 p.m.

#### E. Service Bays:

- 1. Service bays that are oriented toward a public street shall be screened from the right-of-way, at minimum, in accordance with perimeter parking lot screening standards, *Section 11.06.*
- 2. Doors to repair service bays shall be closed when providing services to vehicles, except for conveyance into and out of the service bays.

#### F. Vehicular Access and Circulation:

- 1. Auto repair and service facilities, when located on a corner lot, shall provide vehicular entrances or exits (curb cuts) no less than thirty-five feet from the intersection of the property lines at the corner.
- 2. A maximum of one (1) curb cut is permitted per street frontage. All curb openings shall not exceed thirty-five (35) feet in width at the property line.
- 3. On corner lots, no driveway from a side street shall be less than ten (10) feet from rear property line as measured along the side street property line.
- 4. A bypass lane shall be provided to allow vehicles a way to enter and exit the site without having to turn around on the site or travel through a repair or service bay.
- 5. All maneuvering areas, stacking lanes, and exit driveways shall be located within the auto repair and service facility property.
- G. Vehicles awaiting repair. All vehicles awaiting repair or service shall be parked on site. No vehicles shall be parked on a public street, including those towed to the facility.

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

### Section 15.05 Special Land Use Review

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

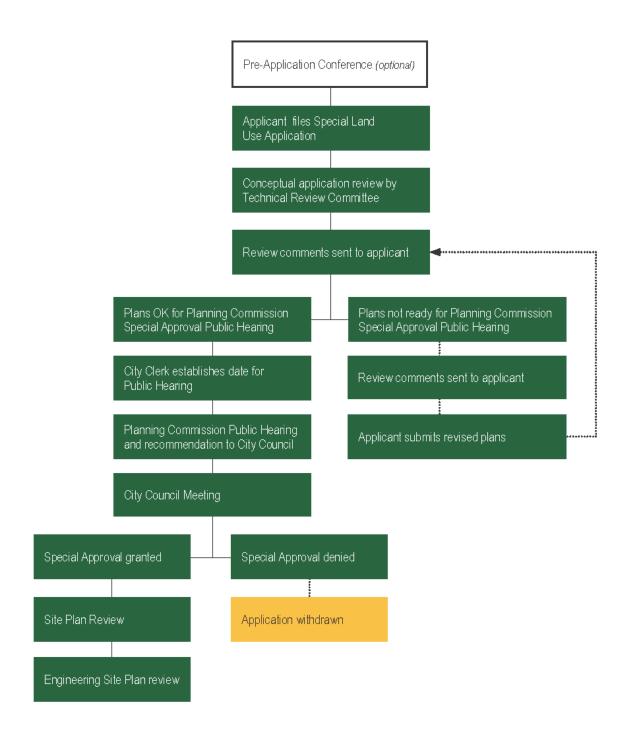


- (9) Type of existing and proposed surfacing of all drives, parking areas, loading areas and roads.
- (10) All utilities located on or serving the site, including sizes of water and sewer lines, wells, proposed hydrants, and proposed fire suppression line into building. Proposed sanitary leads and sanitary sewers must also be shown, as applicable.
- (11) Preliminary storm system layout and flow arrows demonstrating that storm flow connections and disposal methods are feasible.
- (12) Existing and proposed ground contours at intervals of two feet, or spot elevations sufficient to review the proposed grading and drainage plan, as determined by the city's consulting engineer.
- C. The Planning and Zoning Administrator may waive particular submittal items, as listed above, upon a determination that such items are not necessary for making a determination on the requested Special Land Use.
- D. The Technical Review Committee reviews the Special Land Use application for general conformance with Ordinance requirements and transmits review comments to the applicant for revision, if necessary. Applicant submits revised materials to Planning and Zoning Administrator, if necessary, for re-consideration by Technical Review Committee. Comments made by the Technical Review Committee shall be forwarded onto Planning Commission for consideration.
- E. The Planning and Zoning Administrator notifies the City Clerk when Special Land Use applications are adequate for consideration by The Planning Commission. The Planning and Zoning Administrator and City Clerk establish a public hearing date and post/send public notices in accordance with <u>Section 15.01</u>.
- F. The Planning Commission shall hold a public hearing. Following the public hearing, the Planning Commission shall review the request and make a recommendation to the City Council in the form of a motion. The recommendation may be subject to certain conditions or changes being made.

If the Planning Commission requires additional information, the application may be postponed to a date certain until such information has been received.

- G. Following the review and recommendation of the Planning Commission, the application shall be forwarded to the City Council at its next scheduled meeting. The City Council shall consider the request, along with the Planning Commission recommendation, and approve, approve with conditions, or deny the application for special use approval. If City Council requires additional information, the application may be postponed to a date certain until such information has been received.
- H. Each action taken with reference to special land use approval shall be duly recorded in the minutes of the Planning Commission and City Council and shall state the grounds for the action taken upon each special use submitted for its approval.
- I. Special land use approval shall be obtained from the City Council before issuance of a Certificate of Occupancy for any special land use, and prior to the submittal and approval of a site plan, engineering plan, and building permit, if required.
- J. The Planning and Zoning Administrator, in coordination with the City Clerk, sends the applicant a Notice of Action and a copy of the City Council minutes from the meeting in which the case was acted upon. If Site Plan approval is required for the project, the applicant may apply for Site Plan review in accordance with <u>Section 15.04</u>







ZONING ORDINANCE 2024

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

#### 4. General Stipulations.

- A. The breach of any condition, safeguard or requirement, and the failure to correct such breach within 30 days after an order to correct is issued by the city shall be reason for immediate revocation of the Special Land Use Approval. Conditions and requirements stated as a part of special use permit authorizations shall be continuing obligations of the holders of such permits and are binding upon their heirs and assigns and upon any persons taking title to the affected property while such special use permit is in effect.
- B. The discontinuance of a special land use after a specified time may be a condition to the issuance of the permit. Renewal of a special land use permit may be granted after a review and determination by the city council that



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

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



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

### Section 15.06 Variances and Appeals

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



#### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission for the City of Madison Heights will hold a public hearing on **Tuesday**, May 20th, 2025 at 5:30 p.m. in the City Council Chambers of the Municipal Building at 300 W. 12 Mile Bood Madison Heights, Michigan 48071 to consider the following Special Land Use requests:

#### Case # PSP 25-02 - 436 E. 14 Mile Road

Item 10.

The applicant, Joseph Gorial, requests Special Land Use approval per the procedures set for in in Section 15.05 of the Madison Heights Zoning Ordinance to operate a Major Auto Repair and Service business at 436 E. 14 Mile Road (PIN 44-25-01-102-024). The property is approximately 0.48 acres in size and is zoned M-1, Light Industrial.

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

If you are unable to attend the meeting, you can send your comments via email to: <u>MattLonnerstater@m</u> and your comment will be read into the record at the meeting. Written comments may also be mailed priv 300 West Thirteen Mile Road, Madison Heights, Michigan, 48071. All comments will be heard at the mee



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

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# **AGENDA ITEM SUMMARY FORM**

MEETING DATE: 6/9/25 PREPARED BY: Cheryl Rottmann, Deputy City Manager/City Clerk AGENDA ITEM CONTENT: Skynet IT Contractor - Microsoft 365 Licenses AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$60,679

FUNDS REQUESTED: \$63,432

FUND: 101-228-818-3000

#### **EXECUTIVE SUMMARY:**

Skynet Innovations, the City's IT Contractor, is requesting approval of the purchase of the Microsoft 365 P1 Azure Active Directory, G1 Office, and G3 Office annual licenses for City staff. P1 licenses include Outlook and encryption. Funds have been budget for in account number 101-228-818-3000 and \$2,753 overage is expected to covered by other budgeted funds.

#### **RECOMMENDATION:**

Staff recommends approval of the purchase of Microsoft P1, G1 and G3 licenses in the amount of \$63,432.00.

Item 11.

# **Skynet Innovations**



Quote Number: 3252

Opportunity ID: 3092

Payment Terms: Net30 Expiration Date: 06/02/2025

**Quote Prepared For** 

Cheryl Rottmann City of Madison Heights 300 West Thirteen Mile Road Madison Heights, MI 48071 United States Phone: cherylrottmann@madison-heights.org **Quote Prepared By** 

Mark Crase Skynet Innovations PO. Box 715762 Cincinnati, Ohio 45271-5762 United States Phone:513-549-5031 Fax:8443650262 Mark.Crase@skynetinnovations.com

Item#	Item	Unit Price	Quantity	Total Price
Yearly	Items			
1)	Microsoft Azure Active Directory Premium P1 for Government (Yearly) Microsoft Azure Active Directory Premium P1 for Government (Yearly Commitment - Billed Yearly)	\$72.00	241	\$17,352.00
2)	Microsoft Office 365 G1 GCC (Yearly) Microsoft Office 365 G1 GCC - Annual - 1-Year Commitment **1-Year Commitment paid yearly	\$120.00	131	\$15,720.00
3)	Office 365 G3 (Governmental Community Cloud Pricing) [New Commerce Experience] (Yearly) Office 365 G3 (Governmental Community Cloud Pricing) [New Commerce Experience] - Annual - 1-Year Commitment **1-Year Commitment paid yearly	\$276.00	110	\$30,360.00
		Yearly Tota	d s	\$63,432.00
		Subtota	d s	\$63,432.00
		Total Taxe		\$0.00
		Tota		\$63,432.00

\*Note: Quoted quantities and prices are subject to change depending on vendor availability at time of purchase. In this case, the client will be notified prior to order placement with the vendor.

Authorizing Signature \_\_\_\_\_

Date \_\_\_\_\_

Please understand that we are trusted advisors and respected IT specialists; not salespeople. We will never try and sell you anything that you do not need or push you in a direction for only our benefit.

We want to help your business be successful. We thrive on a business model of building lasting relationships with all of our clients and understand if you grow we grow.