

**CITY OF MADISON HEIGHTS
300 W. 13 MILE ROAD
REGULAR COUNCIL MEETING AGENDA
MAY 9, 2022
7:30 P.M.**

AGENDA:

CALL TO ORDER

ROLL CALL

INVOCATION – COUNCILOR WRIGHT

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

1. Additions
2. Deletions

PRESENTATIONS

1. National Public Works Week Proclamation, May 15-21, 2022
2. National Police Officer's Memorial Week Proclamation, May 15-21, 2022

A – PUBLIC HEARINGS:

1. Special Use PSP 22-03 – Gordon Davignon d/b/a Cadillac Straits Brewing Company, 27651 John R, Outdoor Seating
2. Fiscal Year 2023 Budget Resolution and Tax Levy

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

B - MEETING OPEN TO THE PUBLIC:

C – COMMUNICATIONS:

D – REPORTS:

1. DPS Director – West Nile Virus Reimbursement Resolution
2. City Attorney – Offer to Purchase Active Adult Center, 29448 John R

E - ITEMS FOR FUTURE PUBLIC HEARINGS:

F - BID AWARDS/PURCHASES:

1. DPS Director – Bid Award for Tree Trimming and Removal Services

G - ORDINANCES:

1. City Attorney – Ordinance No. 2181, Marihuana Licensing Scoring Ordinance Amendment, First Reading
2. CED Director – Ordinance No. 2182, Zoning Text Amendment 22-01, Mobile Food Vending, First Reading

H - UNFINISHED BUSINESS:

MINUTES:

1. Regular City Council meeting minutes of 04-25-22

I - EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities who qualify under the Americans with Disabilities Act needing accommodations for effective participation through electronic or other 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: May 3, 2022

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, May 9, 2022

The following are my comments on items appearing on the agenda of the Regular Council Meeting of Monday, May 9, 2022.

P- PRESENTATIONS

NUMBER 1: 2022 NATIONAL PUBLIC WORKS WEEK

City Council is being requested to approve a proclamation declaring the week of May 15-21, 2022, as National Public Works Week. 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. This year's theme is Ready and Resilient, and we encourage our residents to acquaint themselves with our dedicated public works professionals in Madison Heights.

NUMBER 2: 2022 NATIONAL POLICE OFFICER'S MEMORIAL WEEK

City Council is being requested to proclaim May 15, 2022, as Police Officer's Memorial Day and May 15-21, 2022, as Police Week to recognize and remember all police officers who have died in the line of duty in this nation.

A- PUBLIC HEARINGS:

**NUMBER 1: SPECIAL USE PSP 22-03 – CADILLAC STRAITS BREWING COMPANY
AT 27651 JOHN R. ROAD**

Gordon Davignon d/b/a Cadillac Straits Brewing Company located at 27651 John R Road is requesting special use approval for an outdoor seating area associated with a brewery/restaurant that serves alcohol. The site is currently zoned B-3, General Business.

The project as proposed utilizes a portion of the private sidewalk in front of their business for permanent outdoor seating. The seating area is proposed on the east side of the building adjacent to the parking lot. Hours of operation for the outdoor seating area are proposed to match the brewery.

The Site Plan Review Committee (SPRC) reviewed the special use application and recommended City Council approve the request for special approval with the following requirements:

1. A minimum pedestrian pathway width of four (4) feet adjacent to the patio
2. A permanent enclosure around the outdoor seating area adjacent to the parking lot, such as metal railing, brick wall, bollards, or other suitable material subject to the approval of the City Planner.

NUMBER 2: PUBLIC HEARING FOR FY 2022 BUDGET RESOLUTION, TAX LEVY, AND FEE SCHEDULE

The FY 2023 Budget Workshop was held on April 18, 2022. This public hearing is scheduled to receive public comments on the Proposed Budget. Pursuant to Section 8.4 of the City's Charter, a resolution has been drafted which, if approved, will adopt the Proposed FY 2023 Budget, appropriate funds, establish the property tax levy, and approve several fee adjustments.

A tax millage decrease is proposed for FY 2023, and no increase for water and sewer rates. The City is currently conducting a rate study related to stormwater, with a recommendation expected later in the year.

Following the public hearing, staff and I recommend that Council approve the FY 2023 Budget Resolution, Tax Levy, and Fee schedule.

D - REPORTS:

NUMBER 1: DPS DIRECTOR – WEST NILE VIRUS ABATEMENT REIMBURSEMENT RESOLUTION

The City of Madison Heights is again eligible for reimbursement from Oakland County for project expenses related to our fight against West Nile Virus.

The Department of Public Services (DPS) will be sending out crews in mid-May to drop larvicide briquettes in each residential catch basin throughout the entire City. These briquettes, which last 180 days, prevent mosquito larva from maturing into adults, significantly reducing the summer mosquito population. Basins will be tested periodically to ensure that the larvicide is doing its job. DPS is also responsible for treating areas of standing water in the parks and commercial and industrial areas, such as stormwater retention and detention ponds and fountains, with larvicide monthly.

Staff and I recommend that Council approve the resolution to allow the City to receive reimbursement from Oakland County for \$3,573.07.

NUMBER 2: CITY ATTORNEY – OFFER TO PURCHASE 29448 JOHN R ROAD

On March 18, 2022, the City received an offer to purchase the Active Adult Center located at 29448 John R Road. This offer was the highest and best offer received through our broker, Larry Campbell of Century 21 Campbell Realty, Inc.

The economic terms of the Agreement include the purchase price of \$1.85 million. In addition, the City shall be permitted to remain in possession of the Active Adult Center from the date of Closing until August 31, 2023, to permit our residents to continue to utilize the facility unless sooner terminated by MMD per the Agreement.

The City Attorney and I recommend that City Council accept this offer. If Council concurs, appropriate action would be to accept the offer from MMD Acquisition, LLC and authorize the City Manager to execute the Offer to Purchase together with any and all necessary additional documentation.

F - BID AWARDS/PURCHASES:

NUMBER 1: DPS DIRECTOR – TREE TRIMMING AND REMOVAL SERVICES

Branch Tree Service of Warren has been the City's tree contractor for general trimming and removal services. They have proven to be a reputable and reliable firm during their tenure, providing an excellent quality of work on behalf of the City. Unfortunately, Branch informed us that with rising costs due to inflation, they were unable to continue at current pricing and were exercising the contract's cancellation clause.

In response, staff prepared an Invitation To Bid for Tree Trimming and Removal Services. Twenty-one vendors downloaded the bid documents, and two sealed bids were received by the deadline. Branch Tree Service and Limb Walkers Tree and Snow with Limb Walkers is the lowest responsible bidder.

Based on their pricing and positive reference checks, staff and I recommend that the Council award a three-year contract (with two one-year extension options) for DPS Tree Trimming and Removal Services to Limb Walkers Tree and Snow, of Avoca, Michigan, at the unit prices specified. Funding is budgeted and available.

G - ORDINANCES:

NUMBER 1: ORDINANCE 2181 MARIHUANA LICENSE SCORING AMENDMENT

At the April 25, 2022, City Council meeting, Ordinance 2181 was postponed until the meeting of May 9.

At the city's request, legal counsel has amended the medical marijuana license ordinance to allow the city to move forward with selecting an applicant for the city's remaining medical / adult-use co-located facility license. Pursuant to section 7-406(b) of the city's code of

ordinances, the Council may adopt a resolution to establish selection periods for accepting new applications for combined and co-located medical marihuana facilities and adult-use marihuana establishments where such licenses are available to be issued. At Council's direction, city staff is working to initiate a new application period for the remaining license for a combined and co-located medical marihuana and adult-use marihuana facility. The scoring and selection of such a facility according to section 7-408 of article xvii marihuana establishments shall be determined by the criteria provided in article xvi medical marihuana facilities section 7-308 (scoring and selecting applicants). This allows the selection process for a medical marihuana facility to be the same and combined with that of an adult-use license. The scoring for these applications to be valid must be followed as provided for under ordinance section 7-308 during the upcoming selection process.

The staff is recommending adjustments to the original scoring to improve the selection process based on lessons learned during the initial marihuana licensing applications. In order to make these scoring alterations, section 7-308 must be amended to legally incorporate such adjustments.

Based upon the approval of this amendment to section 7-308 and a resolution authorizing a new application period, the city can begin accepting and evaluating submissions for the last remaining provisioning/processing center medical marihuana/adult-use marihuana license.

If City Council chooses, Ordinance 2181 would be approved on the first reading with the second and final reading scheduled for May 23, 2022.

NUMBER 2: ORDINANCE 2182 MOBILE FOOD VENDORS

The proposed ordinance applies to mobile food vending on private property within the city (excluding food vending that operates under a special event permit) and creates three distinct approval processes: Mobile Food Site Approval, Mobile Food Court Approval, or Mobile Food Vendor Certificate of Occupancy.

In accordance with this ordinance, before a property could allow a mobile food truck vendor to operate on their property, the owner would need to submit a site plan approval for each mobile food site they intend to operate. In addition, when a mobile food truck vendor wishes to locate to this site as an accessory use, the mobile vendor would need to submit for a certificate of occupancy.

This ordinance also allows for Mobile Food Truck Courts as a principal use. This would require special use approval through City Council and a site plan approval. Food Trucks located in the court would require a mobile food truck certificate of occupancies.

The Planning Commission held a public hearing on the proposed text amendments at their April 19, 2022 meeting, and after the public hearing, the Planning Commission recommended approval of the proposed amendments with minor modifications. These modifications have been incorporated into the draft for City Council review.

Staff recommends that City Council approve the first reading and schedule the second and final reading for the next regular City Council meeting on May 23.

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

MEMORANDUM

DATE: May 2, 2022

TO: Melissa R. Marsh, City Manager

FROM: Sean P. Ballantine, Public Works Supervisor
R. Corey Almas, Director of Public Services

SUBJECT: National Public Works Week Proclamation

Annually, the month of May sees National Public Works Week declared and recognized by municipalities and civic organizations throughout the United States and Canada. Submitted for Council's consideration is a proclamation declaring the week of May 15-21 as National Public Works Week in Madison Heights.

The American Public Works Association (APWA), the sponsor of National Public Works Week, presents a new theme every year which is graphically depicted in the annual poster, and embodies the many responsibilities of our public works professionals. This year's theme is "Ready and Resilient". Explained further: *Within every public works professional lies a superhero, which is dramatically represented in this year's poster. Public works professionals are always READY to serve their communities and RESILIENT as ever in their abilities to pick themselves up off the ground after encountering challenges.*

The "Ready & Resilient" theme highlights the ability of these professionals to perform regular public works duties and be ready at a moment's notice to react as first responders during natural disasters and overcome trials seen in the field.

Public works superheroes help keep communities strong by providing an infrastructure of services in transportation, water, wastewater and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. So join us in celebrating these superheroes!

Staff and I respectfully request that Council adopt the following proclamation declaring the week of May 15-21, 2022 as National Public Works Week, and encourage our residents, visitors, and City staff to acquaint themselves with, and pay tribute to our dedicated public works professionals in Madison Heights, and the work that they do for the benefit of the public. Additionally, we have prepared a short PowerPoint presentation to briefly introduce and recognize by name the supervisors and employees of the Madison Heights DPS.

Department of Public Services

City of Madison Heights

801 Ajax Drive

Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Madison Heights; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of the employees of the Madison Heights Department of Public Services, and their counterparts, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, business owners, civic leaders and children in Madison Heights to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the peoples' attitude toward and understanding of the importance of the work they perform; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Madison Heights does hereby proclaim the week of

MAY 15-21, 2022
NATIONAL PUBLIC WORKS WEEK


and urges all citizens, civic leaders, and civic organizations to join with the American Public Works Association in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.


Roslyn Grafstein
Mayor




Toya Aaron
Councilwoman

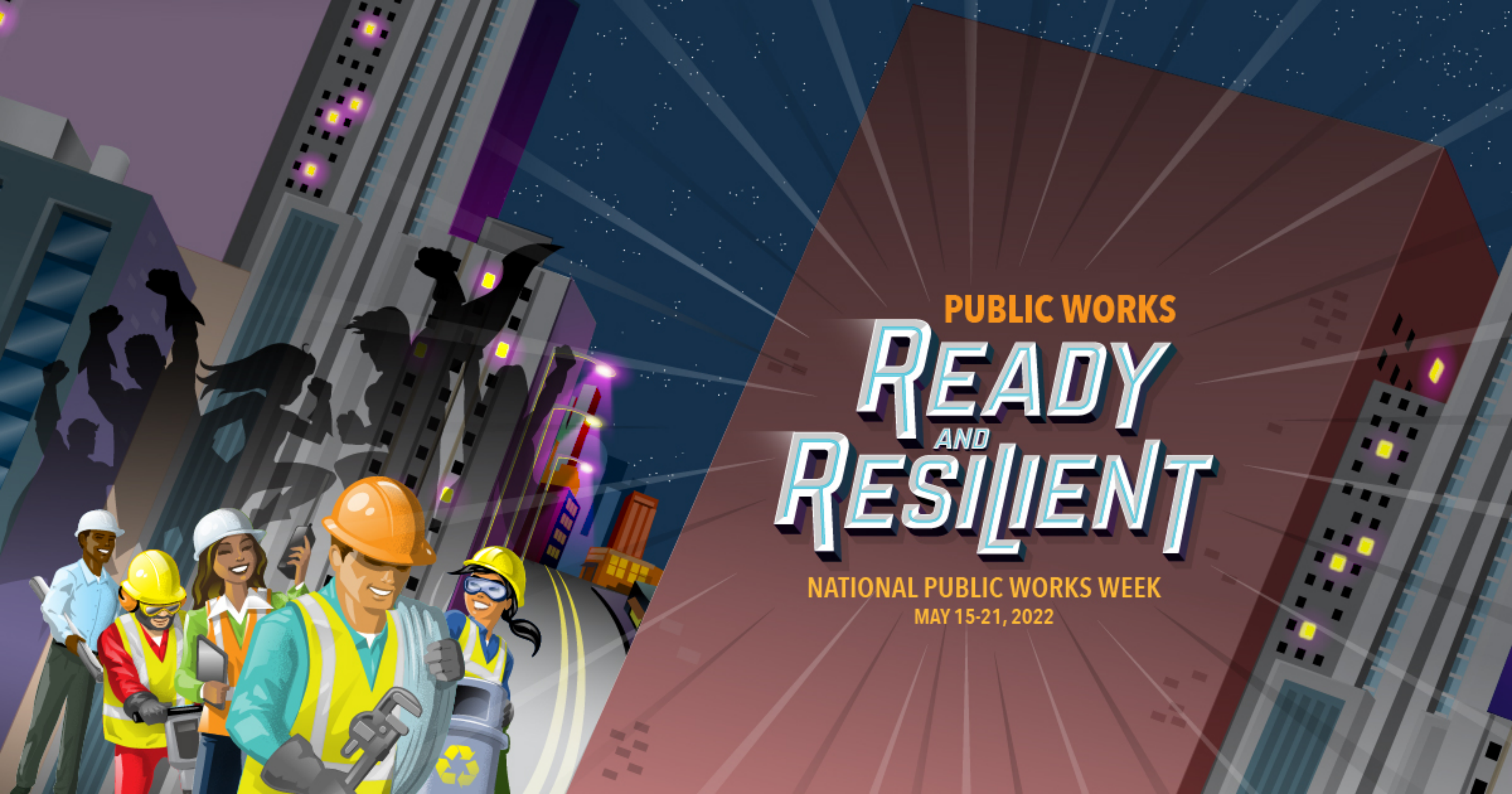

Sean D. Fleming
Councilman


David M. Soltis
Councilman


Mark Bliss
Councilman


Emily J. Rohrbach
Councilor


Quinn J. Wright
Councilor



PUBLIC WORKS
**READY
AND
RESILIENT**

NATIONAL PUBLIC WORKS WEEK
MAY 15-21, 2022

We are YOUR Department of Public Services

Ready and Resilient



National Public Works Week 2022





DPS Supervisory Team

Steering the Ship...



R. Corey Almas, P.E.
Director of Public Services

Sean Ballantine
Public Works Supervisor

Chris Woodward
Utilities Supervisor

Justin Kowalski
Streets/Facilities Coordinator

Dan Yamarino
Motor Pool Supervisor



DPS Administration

We absolutely could not do it without...

Sakinna Robinson

Administrative Assistant

Allison Rosol

Office Assistant



DPS Field Staff

Making it all happen...



Matt Hallett
Water/Sewer Foreman

Mike Hodgson
Streets/Facilities Foreman

Linda Harms
Equipment Operator III

Frank Kelley
Equipment Operator III

Johnnie Browner
Equipment Operator III



DPS Field Staff

Putting in the work...

Andy Jucewicz
Equipment Operator II

Wynn Kempton
Equipment Operator II

Aaron O'Bryan
Equipment Operator II

Lamont Powell
Equipment Operator II

Scott Brown
Equipment Operator II

Todd Lueck
Equipment Operator II



DPS Field Staff

Serving the public...



Mike Gentilini
Equipment Operator I

Brandon Dodson
Equipment Operator I

Tony Whalin
Equipment Operator I

Nate Carter
Equipment Operator I

Charles Prichard
Equipment Operator I

Wesley Bryant
Equipment Operator I

DPS Motor Pool and Part-Time Staff

Keeping it rolling along...



Mariusz Gawrys
Mechanic

Kyle Ballantine
Mechanic

Kevin Quick
*Year-Round Part-Time
(Retired from the DPS)*

Kevin Green
*Year-Round Part-Time
(Retired from the DPS)*

Pheril Rogers
Year-Round Part-Time

Department of Public Services

Leisure Services



National Public Works Week 2022

Madison Heights Recreation

Fun for all ages...

Brooke Heisler

Recreation Coordinator

Anna Janik-Shaw

Recreation Assistant



Active Adult Center

Never a dull moment...

Jennifer Cowan

Active Adult Coordinator

Heather Parker

Active Adult Assistant

Kathleen Faulkner

PT Driver/Office Assistant

Tiffany Poole

Part-Time Receptionist



Active Adult Center

Serving the community...



John Leuffgen
Part-Time Driver

Gayle Verbiest
Part-Time Driver

Paul Gill
Part-Time Driver

Bobby Crowell
Part-Time Driver

Supervision

Parks

Administration



Custodial

Building Maintenance

Streets

Motor Pool

Water

COMMUNITY

Sewer

Construction

Solid Waste

Recreation

Engineering

Active Adults



PUBLIC WORKS
**READY
AND
RESILIENT**

NATIONAL PUBLIC WORKS WEEK
MAY 15-21, 2022

2022 National Public Works Week



City of Madison Heights – Department of Public Services

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

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

No Impact _____	Fee Waiver Proposed _____
Budgeted Fund Name(s) _____	Department Name _____
Appropriated in Acct. No. _____	Budget Amount _____
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REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

MADISON HEIGHTS POLICE DEPARTMENT

Date: May 3, 2022
To: All Police Personnel
From: Chief Corey K. Haines
Subject: National Police Week, May 15-21, 2022

In October 1962, President John F. Kennedy signed the joint resolution to proclaim May 15 of each year as Peace Officer's Memorial Day and the Calendar week of each year during which May 15 occurs as Police Week.

"...in recognition of the service given by the men and women who, night and day, stand guard in our communities and the people of the United States, to observe such day and week with appropriate ceremonies and activities." (Joint Resolution, October 1, 1962, John F. Kennedy)

In recognition and remembrance of all police officers who have died in the line of duty in this nation, Madison Heights Police Department officers should wear a cover over their badges during this week.



POLICE OFFICERS MEMORIAL WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15th as Police Officers Memorial Day, and the week in which it falls as Police Week; and,

WHEREAS, the members of the Madison Heights Police Department play an essential role in safeguarding the rights and freedoms of Madison Heights; and,

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression; and,

WHEREAS, the Madison Heights Police Department has grown to be modern and professional law enforcement agency that provides vital public service.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council call upon the citizens of Madison Heights and upon all patriotic, civic and educational organizations to observe **May 15-21, 2022**, 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 of all citizens.

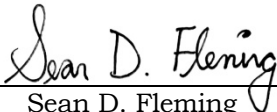
BE IT FURTHER RESOLVED, that **May 15, 2022**, be observed as **POLICE OFFICERS MEMORIAL DAY**, in honor of those police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.



Roslyn Grafstein
Mayor



Toya D. Aaron
Councilwoman



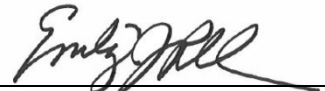
Sean D. Fleming
Councilman



David M. Soltis
Councilor



Mark A. Bliss
Mayor Pro Tem



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor

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

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FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

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DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____



MEMORANDUM

Date: April 28th, 2022
To: City of Madison Heights City Council
From: Matt Lonnerstater, AICP – City Planner
Subject: Special Approval Request PSP 22-03 – 27651 John R. Rd. – Cadillac Straits Outdoor Seating w/ Alcohol Service

Introduction

The applicant, Gordon Davignon d/b/a Cadillac Straits Brewing Company, requests special use approval for an outdoor seating area associated with a brewery/restaurant that serves alcohol. The subject property is located at 27651 John R. Road (PIN 44-25-14-432-001) and is zoned B-3, General Business. The property is improved with an existing brewery known as Cadillac Straits.

Background and Analysis

The applicant, Cadillac Straits, proposes to utilize a portion of the private sidewalk in front of their business for permanent outdoor seating. The applicant has utilized the sidewalk space for outdoor seating since 2020 as part of the City's COVID-19 outdoor seating waiver resolution, which is set to expire on May 2nd, 2022.

Per the project narrative and site plan, the applicant intends to utilize a private sidewalk area measuring 33 feet by 6 feet (198 square feet). The seating area is proposed on the east side of the building adjacent to the parking lot. Hours of operation for the outdoor seating area are proposed to match that of the brewery.

Per Section **10.326(10)**, outdoor seating areas associated with restaurants that serve alcohol require special use approval through City Council. Additional use-specific standards for outdoor seating areas are contained in Section **10.318(5)**, which are listed in full at the end of this report.

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

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

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

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

Existing Zoning and Land Use

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

	Existing Land Use	Existing Zoning
Site	Commercial (Multi-tenant)	B-3, General Business
North (across Farnum Ave.)	Commercial (personal service) and Single-Family Residential	B-3, General Business, and R-3, One-Family Residential
South	Commercial (Multi-tenant)	B-3, General Business
East (across John R Rd.)	Vacant	B-3, General Business
West (across Brush St.)	Single-Family Residential	R-3, One-Family Residential

The subject site is located along the John R. Rd. corridor within the boundaries of the Downtown Development Authority (DDA) district. Adjacent properties are zoned and used for a mixture of commercial and residential. The subject site is zoned B-3 which, per the Zoning Ordinance, is intended to *“provide sites for more diversified business types and [...] serve passer-by traffic.”*

Future Land Use and Master Plan

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

	Future Land Use
Site	Commercial
North (across Farnum Ave.)	Commercial and Single-Family Residential
South	Commercial
East (across John R Rd.)	Commercial
West (across Brush St.)	Single-Family Residential

The future land use designation of the subject site is ‘*Commercial.*’ Per the Master Plan, the Commercial designation is intended to provide for a broad range of goods and services. Further, the Master Plan, *“recognizes the need for improvements of the function and appearance of the City’s linear commercial corridors.”*

Site Plan Review Committee

The Site Plan Review Committee (SPRC) reviewed the special use application at their January 20th, 2022 meeting. The SPRC recommended that a minimum width of four (4) feet be maintained on the private sidewalk for pedestrian accessibility.

Findings and Recommendation

Staff offers the following findings for City Council consideration:

1. The applicant requests special use approval for an outdoor seating area associated with an existing brewery/restaurant that serves alcohol at 27651 John R. Road, ‘Cadillac Straits Brewing Company.’ The property is zoned B-3, General Business and is located within the Downtown Development Authority (DDA) District. The proposed patio area is compatible with uses permitted in the B-3, General Business, zoning district.

2. The proposed patio area is located in front of the building on a private sidewalk adjacent to the parking lot and will not likely be detrimental to adjacent residential and commercial properties.
3. The proposed use is consistent and compatible with the description and intent of the 'Commercial' future land use designation, as contained within the 2021 Master Plan, and will improve the aesthetic appearance of the 11 Mile Road corridor and DDA district.
4. The proposed use generally satisfies the special use approval review standards and criteria listed in Section 10.201(4).
5. The Site Plan Review Committee (SPRC) reviewed the proposed special use request at their April 20th, 2022 meeting and recommended that a minimum pedestrian pathway of four (4) feet be maintained.
6. The outdoor seating use, if approved, will be required to satisfy the use-specific criteria for outdoor seating areas listed in Section 10.318(5) of the Zoning Ordinance.

Based on these findings, staff recommends that the City Council **approve** the requested special use application with the following condition:

1. The applicant shall submit an administrative plot plan to the Community and Economic Development Department that demonstrates the following:
 - a. A minimum pedestrian pathway width of four (4) feet adjacent to the patio area; and
 - b. A permanent enclosure around the outdoor seating area (adjacent to the parking lot) consisting of either metal railing, a brick wall, bollards, or other suitable materials subject to the approval of the City Planner, consistent with the standards of Section 10.318(5).

Next Step

After the public hearing and discussion, the City Council may take action on the requested special use. **Any motion shall include concise findings based upon the special approval review standards and criteria, Section 10.201(4).**

Pertinent Zoning Ordinance Sections

Section 10.201 – *Special Approval Use Review Procedures and Requirements*

- (4) *Review standards and criteria.* The city council shall consider the following standards and criteria in their review of all special approval use requests:
 - (a) Site plans submitted for special approval uses shall be prepared in conformance with and contain all information as outlined in Section 10.514. Site Plan Review.
 - (b) All design standards or criteria imposed on specific special approval uses elsewhere in this Ordinance shall be met.
 - (c) The use shall be designed and located so that it is compatible with the surrounding properties, neighborhood and vicinity. At a minimum, this shall include:
 1. Location of use(s) on site;
 2. Height of all improvements and structures;

3. Adjacent conforming land uses;
 4. Need for proposed use in specified areas of the city;
 5. Conformance with future land use plans for the area as adopted by the planning commission; and
 6. Compatibility with the permitted principal uses allowed in the zoning district where the special approval use is requested.
- (d) Ingress/egress to the use shall be controlled to assure maximum vehicular and pedestrian 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.
- (e) Screening shall be provided along all property lines, where council determines such screening is necessary to minimize impact of the use on adjacent properties or uses.
- (f) The use shall be properly served by utilities.
- (g) The use shall not have an adverse effect on the environment beyond the normal affects of permitted principal uses in the same zoning district and shall not result in an impairment, pollution, and/or destruction of the air, water, and natural resources.
- (h) The use shall be specifically scrutinized for conformance with the performance standards outlined in section 10.509 of this Ordinance.
- (i) The proposed use shall be designed as to location, size, intensity, site layout, and periods of operation to eliminate any possible nuisances which might be noxious to the occupants of any other nearby properties. The use shall not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive smoke, fumes, glare, noise, vibration, odors, and adverse environmental impacts.
- (j) The proposed use does not impose an unreasonable burden upon public services and utilities in relation to the burden imposed by permitted principal uses in the same zoning district.
- (k) The city council may impose conditions in granting special approval 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. Conditions imposed shall:
1. Be designed to protect natural resources, the health, safety and welfare, as well as the social and economic well-being of those who will use the land use or activity under consideration, residents and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.

2. Be related to the valid exercise of the police power and purposes that are affected by the proposed use or activity.
 3. Be necessary to meet the intent and purpose of the zoning regulations; be related to the standards established in this Ordinance for the land use or activity under consideration (if applicable); and be necessary to ensure compliance with those standards.
 4. Provide adequate safeguards as deemed necessary for the protection of the general welfare and individual property rights, and for ensuring that the intent and objectives of this Ordinance will be observed. 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 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.
- (I) The discontinuance of a special use after a specified time may be a condition to the issuance of the permit. Renewal of a special 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.

Sec. 10.318 – B-1 Principal Uses Permitted

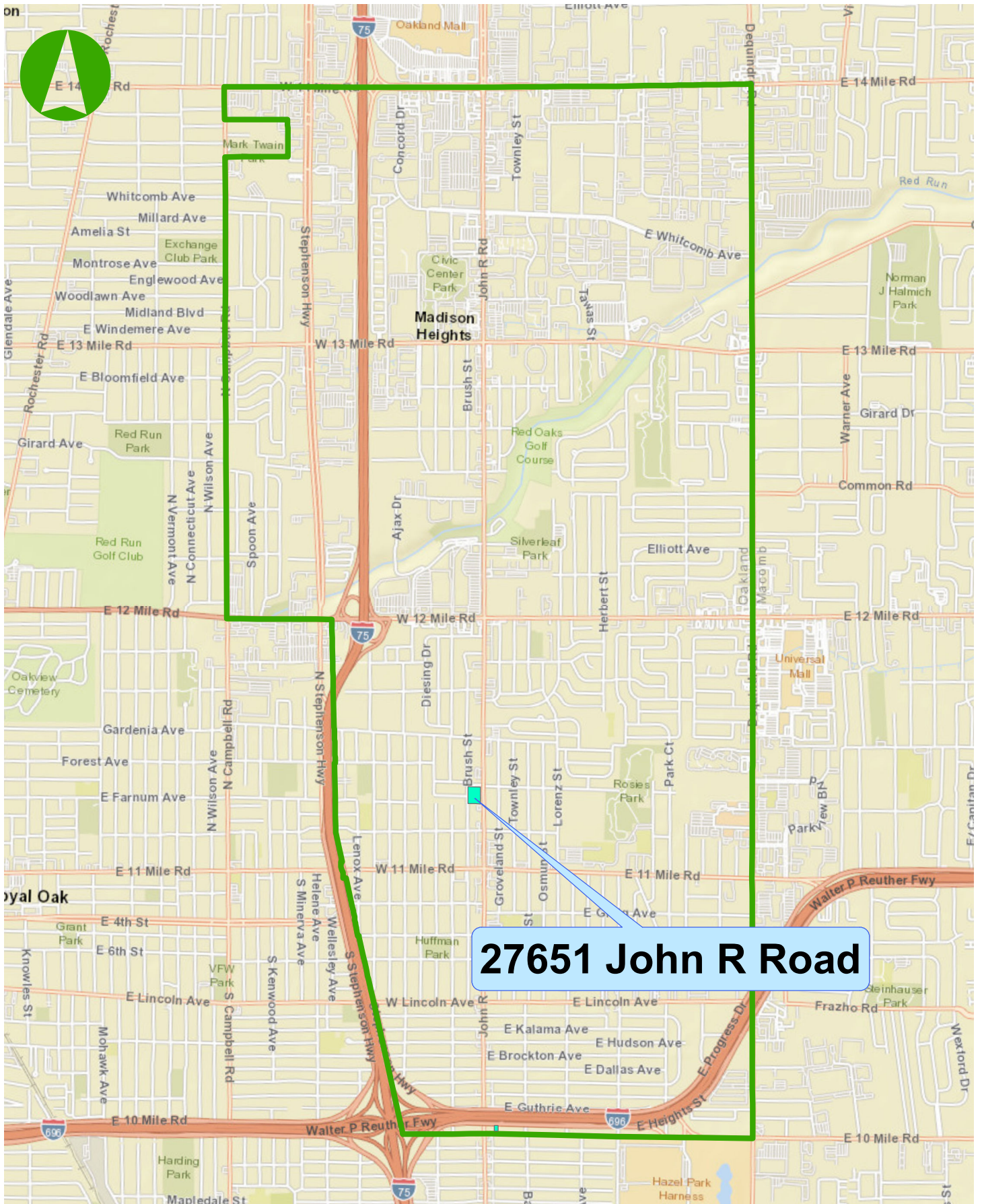
- (5) Restaurants primarily devoted to serving food on the premises, which may include take out, drive-through lanes and/or alcoholic beverages. Outdoor seating is permitted after site plan approval for restaurants that do not serve alcohol, subject to the requirements listed below. Special approval is required under section 10.319(4) for outdoor seating at any restaurant that serves alcohol.
- a. The hours of operation for outdoor restaurants cannot exceed the normal operating hours of the indoor establishment.
 - b. **Location.** No outdoor seating shall occupy any required setback area. Outdoor seating areas shall be located in a manner to maintain a minimum pathway width of six (6) feet (clear of structures such as light poles, trees, and hydrants) along the sidewalk so as not to interfere with pedestrian traffic. In the instances the minimum width for the pathway is not maintained, an alternate pathway should be provided to maintain pedestrian connectivity between other uses and public pathways should be maintained.
 - c. Properties that abut residential districts are subject to the following additional standards:
 - i. Outdoor seating areas shall be setback a minimum of 40' from any property line that abuts residential district(s). If located on the side, the side(s) of the seating area that face adjacent residential districts shall be screened by a minimum 8' high solid obscuring wall.
 - ii. Outdoor seating area(s) shall be at grade and on the side or front of any building which abuts any residential district. Rooftop seating is not permitted.
 - iii. External speakers or live entertainment may be permitted up to close of the business and shall not exceed the 25 decibels at the property line abutting the residential district.
 - d. For properties that do not abut residential districts, the following amenities may be permitted.
 - i. Rooftop seating may be permitted.

- ii. External speakers or live entertainment may be permitted up to close of the business and shall not exceed the 65 decibels between the hours of 7:00 a.m. and 11:00 p.m. or 50 decibels between the hours of 11:00 p.m. and 7:00 a.m. at the property line.
- e. **Parking.** For plans showing more than twenty (20) occupants within the outdoor seating area or when the minimum required parking for proposed outdoor seating exceeds twenty percent of total parking required, whichever is less, requirements for off-street parking for outdoor restaurants shall be computed according to the standards contained in the section. 10.505. - Parking requirements, as indicated for restaurant use
- f. **Enclosure and Shade Structures.** Proposed enclosures or shade structures are subject to the following standards.
 - i. Outdoor seating areas shall be required to be enclosed in instances where there is alcohol service or when located within 15 feet of parking or maneuvering lanes. Enclosures shall be a minimum of 36 inches tall and shall consist of metal railing, wood railing, brick walls, bollards, or other suitable materials, subject to the approval of the approving body.
 - ii. Temporary open shade structures such as an umbrella similar to what is used in a residential backyard may be permitted without a building permit.
 - iii. Other enclosed structures such as tents or similar, exceeding 120 square feet in size or larger or attached canopies, shall require a building permit.
- g. **Maintenance.** Chairs and tables shall be of quality durable material such as metal or wood. Waste receptacles shall be provided in instances where wait staff does not clear all tables. The outside dining area must be kept sanitary, neat, and clean at all times. It shall be free from the accumulation of food, litter, snow, ice, and other potentially dangerous or unsanitary matter.
- h. **Application Requirements.**
 - i. For outdoor seating areas proposing additional parking or major landscape/hardscape improvements, a site plan shall be submitted in accordance with Section 10.514.
 - ii. For all other outdoor seating areas, the City Planner may allow a conceptual plan for outdoor seating a plan providing sufficient information to determine compliance with the requirements of this section.
 - iii. Special approval is required under section 10.319(4) for outdoor seating at any restaurant that serves alcohol.

Sec. 10.326 - B-3 Uses Permissible on Special Approval

- (10) Establishments that primarily serve alcoholic beverages for consumption on the premises. Any facility that serves alcoholic beverages with outdoor seating, subject to the conditions listed in Sec. 10.318. (5) for outdoor restaurants in general.

SA CASE: 22 - 03



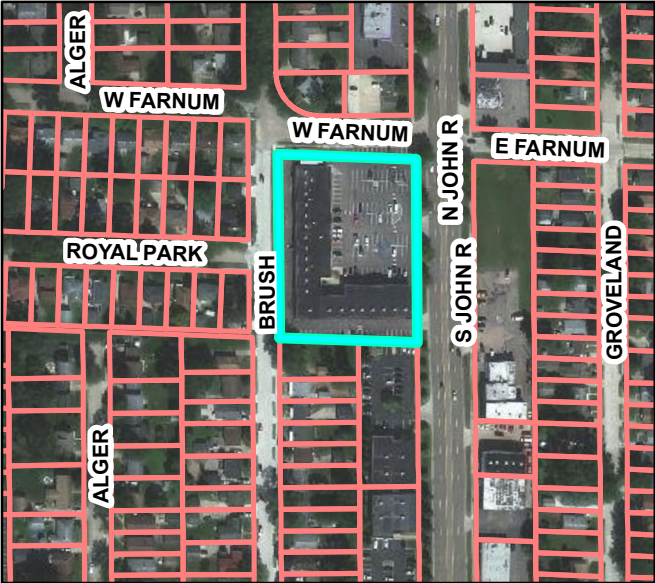
27651 John R Road

Site Address: 27651 John R Road

[Click for map](#)

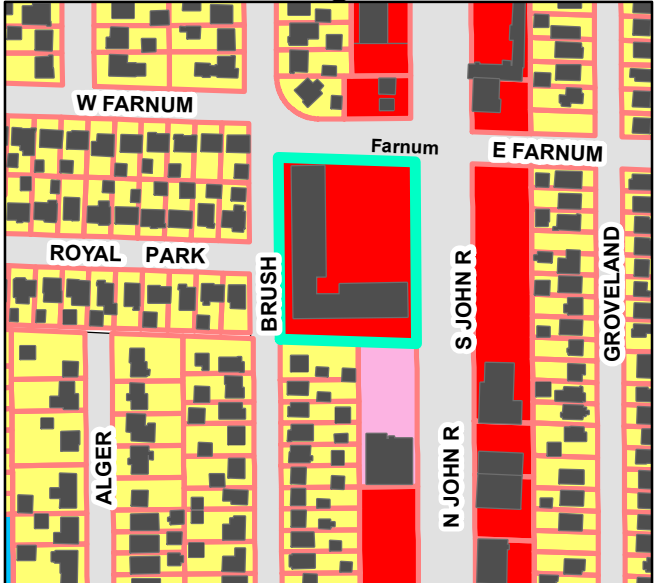


Aerial



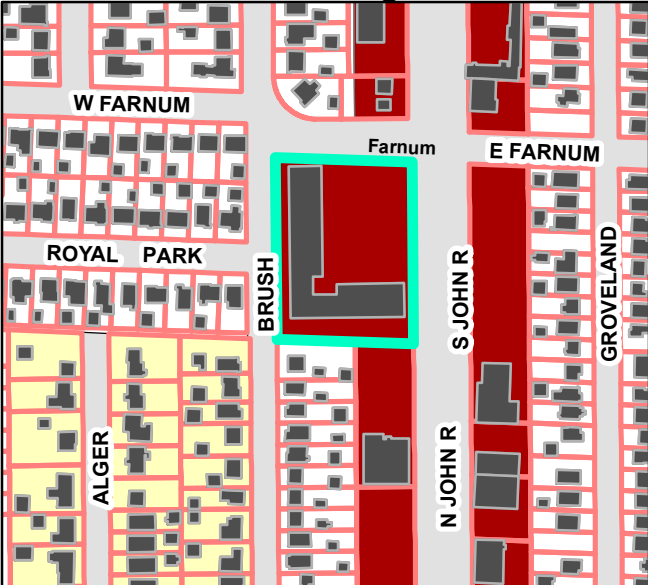
- 27651 John R Road
- Parcels

Existing Land Use



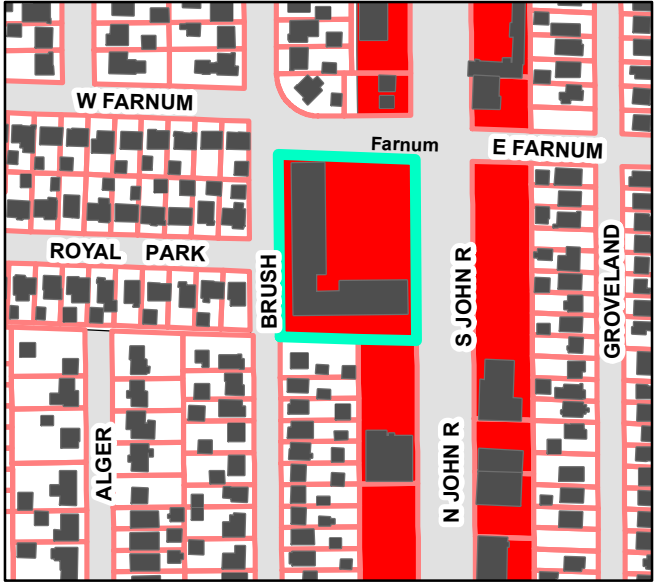
- 27651 John R Road
- Buildings
- Parcels
- Vacant
- Single And Two Family
- Office
- Commercial
- Industrial
- Public

Zoning



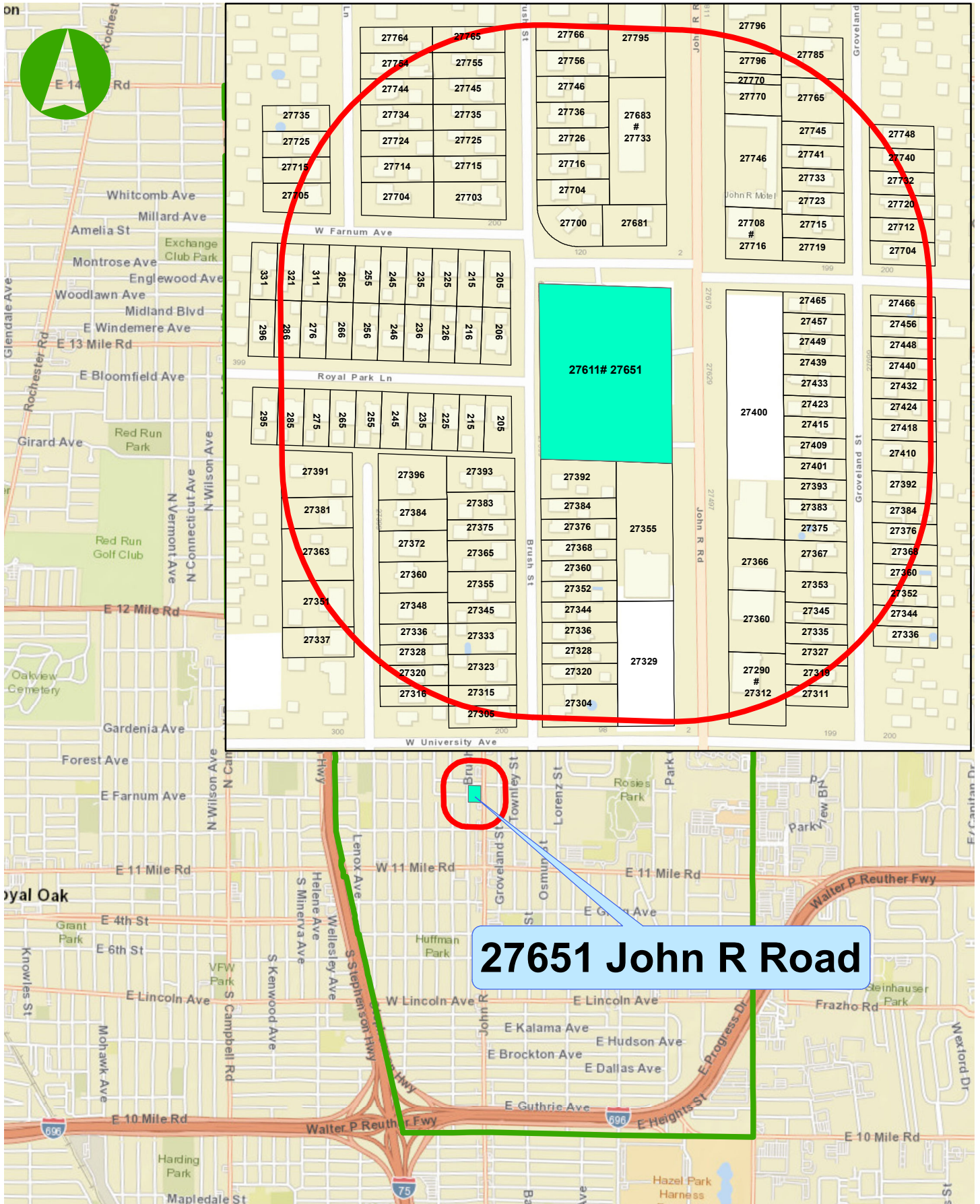
- 27651 John R Road
- Buildings
- Parcels
- R-3 Residential

Future Land Use



- 27651 John R Road
- Single Family
- Multiple Family
- Office
- Commercial
- Industrial
- Public and Schools
- Recreation
- Conservation
- Mixed Use Innovation

SA CASE: 22 - 03
BUFFER 500 FT



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council for the City of Madison Heights will hold a public hearing on **May 9th, 2022 at 7:30 p.m.** in the **City Council Chambers of the Municipal Building at 300 W. 13 Mile Road, Madison Heights, Michigan 48071** to consider the following special approval request:

Case # PSP 22-03

The applicant, Gordie Davignon, requests Special Approval from City Council under Section 10.326 of the Madison Heights Zoning Ordinance to allow for a restaurant that serves alcoholic beverages with outdoor seating at 27651 John R Rd., PIN 44-25-14-432-001. The property is zoned B-3, General Business and is located within the Downtown Development Authority (DDA) district.

The application and any supporting documents can be viewed during regular business hours at the Community and Economic Development Department. In addition, the agenda item can be viewed after 4:00 p.m. on Friday, May 6th, 2022 online at www.madison-heights.org in the Agenda Center.

For further information, please contact the Community and Economic Development Department at (248) 583-0831.

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



**CITY OF MADISON HEIGHTS
COMMUNITY DEVELOPMENT DEPARTMENT
PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL**

FOR OFFICE USE ONLY

Request	No:
Date	Filed:
Approved by	CDD:
Approved for Hearing: _____	

I (we) the under signed, do hereby apply and petition the City of Madison Heights for a Special Approval Use Permit and provide the following information

(Application must be typed)

Building Address: 27651-27647 John R Rd. Tax ID No.: 44 - 25 - - -

APPLICANT INFORMATION

Name: Gordon Davignon

Phone No.: 248-850-7673

Fax No.: _____

Mailing Address: 27651 John R Rd

City, State, Zip: Madison Heights, MI 48071

(Notices will be mailed to this address)

Driver's License No.: D125285590975

Date of Birth: 12/17/1980

Interest in Property: Lessee

BUILDING & BUSINESS INFORMATION

Zoning District: _____ Use Requested Pursuant to Section _____ of the Zoning Ordinance

Explain Requested Use in Detail: We desire to continue using the outdoor seating area that was approved for use during the pandemic to serve food and beverages to our taproom customers.

We would like to use 33 linear feet at a depth of six feet from the building, leaving a four foot wide walkway. Service times would be the same as the indoor service schedule.

The above referenced parcel is known as: (Lots(s) Acreage Parcel (s)) _____ of _____

Subdivision (if platted lot(s)) and is located on the N S E W (Circle One) side of _____ Street/Road between _____ Street/Road and _____ Street / Road.

Hours of Operation: Tuesday-Friday: 3pm-10pm, Saturday: noon-10pm, Sunday: noon-8pm

Property Frontage: 40' Width/Depth: _____ No. of Parking Spaces: _____ Private Lot _____ Shared Lot _____

No. of Floors: _____ Max. No. of Employees: _____ Male _____ Female _____ No. on Largest Single Shift: _____

No. of Seats for Restaurant or Assembly Uses: 16 Capacity of Waiting Area: _____

Building: New _____ or Existing _____ Will Additions or Alterations to the Building be Required? No

Explain: _____

Describe Any Other Site Improvements to be Made: Metal patio fence panels would be installed as a barrier between the seating area and the walkway, as required by the MLCC

Building Owner Name: Laurencelle Properties, Inc Phone No.: 248-258-6200 Fax No.: _____

Mailing Address: 44004 Woodward Ave, #300 City: Bloomfield Twp Zip: 48302

(Notices will be mailed to this address)

Note: All blanks and boxes above must be completed. Use N/A where appropriate.

CONTINUED ON REVERSE SIDE



**PETITION FOR USE PERMITTED BY
SPECIAL APPROVAL (Continued)**

Include one (1) copies of a site plan, no larger than 11 x 17 inches, which meets the requirements of Section 10.514 of the Zoning Ordinance of Madison Heights and the required seven hundred and fifty dollar fee (\$750.00) plus a site plan application.

This petition / application must be signed by both the Owner in Fee of the property and the Applicant prior to submittal. Applicant(s) and property owner(s) hereby consent to city staff, board and commission members, and contractors to access the property for purposes of evaluating the site for the requested action(s).

FOR THE OWNER:

Signature [Signature]
Printed Dustin Kennedy Name
Date 4-12-2022

FOR THE APPLICANT IF NOT THE OWNER:

Signature [Signature]
Printed GORDON DAVIGNON Name
Date 4/7/2022

NOTARY:

On this 12th day of April, 2022

Before me personally appeared
Dustin Kennedy to me known to be the
person who executed the forgoing instrument, and
acknowledged that he executed the same as his free act
and deed.

Notary's Signature Jessica Glynn

Notary's Printed Name Jessica Glynn

Notary public, State of Michigan,
County of Oakland

My commission expires MARCH 6, 2024

Acting in the County of Oakland

NOTARY:

On this 12th day of April

Before me personally appeared
Gordon Davignon to me known to be the
person who executed the forgoing instrument, and
acknowledged that he executed the same as his free act
and deed.

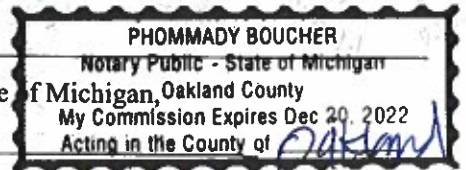
Notary's Signature [Signature]

Notary's Printed Name _____

Notary public, State of Michigan,
County of _____

My commission expires 12/20/22

Acting in the County of Oakland



OFFICE USE ONLY

\$750.00 Fee Paid _____ Receipt Number _____ By _____ Date: _____

One Site Plan Attached no larger than 11 x 17 inches ☐ Yes ☐ No

Site Plan Application: _____ Date: _____

Copies to C.D.D. _____

Notices Mailed to Properties Within 500 Feet _____

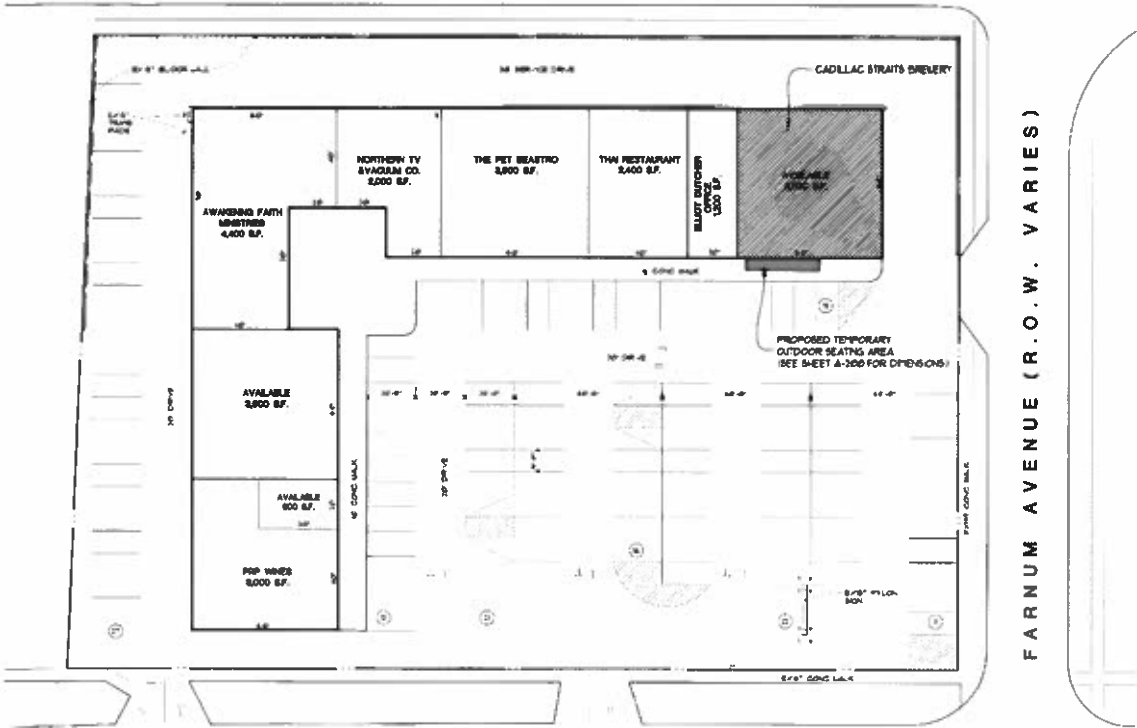
Council Action _____

Meeting Date _____

CADILLAC STRAITS - OUTDOOR SEATING
27651 JOHN R. MADISON HEIGHTS, MI



BRUSH STREET (R.O.W. VARIES)



JOHN R (53' R.O.W.)

EXISTING SITE PLAN
1" = 30'

NOTE:
SITE PLAN BACKGROUND
PROVIDED BY LANDLORD

GENERAL NOTES:

1. DO NOT SCALE DRAWINGS. USE INDICATED DIMENSIONS ONLY. THESE DIMENSIONS SHOWN ARE BASED ON THE BEST OBTAINABLE FIELD MEASUREMENTS UNDER PRE-CONSTRUCTION CONDITIONS AND THE NOMINAL SIZES OF BUILDING MATERIALS USED. THE CONTRACTOR SHALL RE-VERIFY ALL INDICATED DIMENSIONS AND IMMEDIATELY NOTIFY THE ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES. CERTAIN METHODS OF CONSTRUCTION MAY NOT BE CLEARLY VISIBLE FROM A PRE-CONSTRUCTION VISUAL SURVEY. NOT CLEARLY INTERPRETABLE. THE CONTRACTOR SHALL CONTACT THE ARCHITECT UPON DISCOVERING CONDITIONS THAT VARY FROM THE PROPOSED PLANS SO THAT PROPER ADJUSTMENTS CAN BE MADE WITH A MINIMUM OF DIFFICULTY. THE ARCHITECT DISCLAIMS LIABILITY FOR GRAPHIC ACCURACY OF THE PRINTED CONTRACT DOCUMENTS DUE TO THE REPRODUCTION PROCESS. USE FIELD VERIFIED FIGURED DIMENSIONS AND FIELD DIMENSIONS ONLY. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION NOR FOR SAFETY OF THE JOB SITE. THESE RESPONSIBILITIES ARE INTENDED TO BE AND REMAIN SOLELY THOSE OF THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, AND/OR JOB SITE SUPERINTENDENT.
3. ALL LOCAL, CITY, STATE AND NATIONAL CODES APPLICABLE ARE TO BE STRICTLY ADHERED TO (MICHIGAN BUILDING REHABILITATION CODE FOR EXISTING BUILDINGS). ANY APPARENT DISCREPANCY SHALL BE REPORTED TO THE ARCHITECT.
4. ALL WORK SHALL BE PERFORMED IN A WORKMAN-LIKE MANNER.

5. SUBCONTRACTOR SHALL PICK UP CONSTRUCTION DEBRIS ON A DAILY BASIS AND KEEP THE WORK SITE IN A NEAT AND ORDERLY APPEARANCE THROUGHOUT THE CONSTRUCTION PERIOD. SUBCONTRACTORS ARE RESPONSIBLE FOR REMOVING ALL CONSTRUCTION DEBRIS THEY GENERATE AND PLACE IT IN A TRASH DUMPSTER LOCATED ON SITE PROVIDED BY THE GENERAL CONTRACTOR. PROPOSED DUMPSTER LOCATION TO BE REVIEWED AND APPROVED BY THE OWNER.

6. ALL NEW LIKE CONDITIONS, MATERIALS AND CONFIGURATIONS, ETC. ARE TO MATCH EXISTING (UNLESS OTHERWISE NOTED).

7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING FIELD CONDITIONS SO AS TO FAMILIARIZE THEMSELVES WITH DEMOLITION AND/OR REMOVAL WORK WHICH MAY BE REQUIRED TO PRODUCE THE END RESULTS INTENDED BY THE CONTRACT DOCUMENTS. THE RENOVATION WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS ANTICIPATES THE DEMOLITION OF EXISTING CONSTRUCTION IN PART AND THE REMOVAL AND RELOCATION OF CERTAIN CONSTRUCTION MATERIALS AND EQUIPMENT. IT IS THE INTENT THAT EACH PORTION OF THE DEMOLITION AND REDEMOLITION WORK BE DONE BY THE SPECIAL TRADE INVOLVED IN THE INITIAL INSTALLATION. THAT IS, MASONRY WORK BY MASONRY TRADE, CONCRETE WORK BY CONCRETE TRADE, MECHANICAL AND ELECTRICAL WORK BY THE MECHANICAL AND ELECTRICAL TRADES RESPECTIVELY, AND SO ON. THEREFORE, EACH CONTRACTOR AND SUBCONTRACTOR SHALL THOROUGHLY EXAMINE THE PROPOSED WORK AND MAKE ALLOWANCES IN THEIR PROPOSAL FOR THE COST OF ALL DEMOLITION AND/OR REMOVAL WORK WHICH MAY BE REQUIRED TO PRODUCE THE END RESULTS INTENDED BY THE CONTRACT DOCUMENTS.

ABBREVIATIONS:

- | | |
|---------------------------------|-----------------------------|
| 1. VIF - VERIFY IN FIELD | 16. MATL - MATERIAL |
| 2. LOC - ON CENTER | 17. REQD - REQUIRED |
| 3. UNK - UNLESS OTHERWISE NOTED | 18. TPR - MANUFACTURER |
| 4. STV - STAIN AND VARNISH | 19. MD - MOOD |
| 5. PTD - PAINTED | 20. EXTG - EXISTING |
| 6. VTO - VENT TO OUTSIDE | 21. MTD - MOUNTED |
| 1. US - UNDERSIDE | 22. STD - STANDARD |
| 8. APP - ABOVE FINISH FLOOR | 23. ABV - ABOVE |
| 9. TYP - TYPICAL | 24. EP - ELECTRICAL PANEL |
| 10. H - HIGH (HEIGHT) | 25. MTL - MARBLE THRESHOLD |
| 11. NTS - NOT TO SCALE | 26. T & B - TOP AND BOTTOM |
| 12. FNE - TO MATCH EXISTING | 27. P.T. - PRESSURE TREATED |
| 13. L - LONG (LENGTH) | 28. VLD - VERIFY WITH OWNER |
| 14. W - WIDE (WIDTH) | 29. C.T. - CERAMIC TILE |
| | 30. N/C - NOT IN CONTRACT |

DIRECTORY

CLIENT	GORDON DAVENSON	27651 JOHN R. ROAD, MADISON HEIGHTS 48061	(748) 583-0445
ARCHITECT	HAROLD J. REIFINGER AIA, LEED AP DESIGNTEAM PLUS, LLC	975 E. MAPLE RD, SUITE 210 BIRMINGHAM, MI 48009	(748) 505-1000

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975 E. Maple Road, Suite 210
Birmingham, Michigan 48009
P: 248.550.1000
info@designteamplus.com

Client
CADILLAC STRAITS
27651 JOHN R.
MADISON HEIGHTS, MI

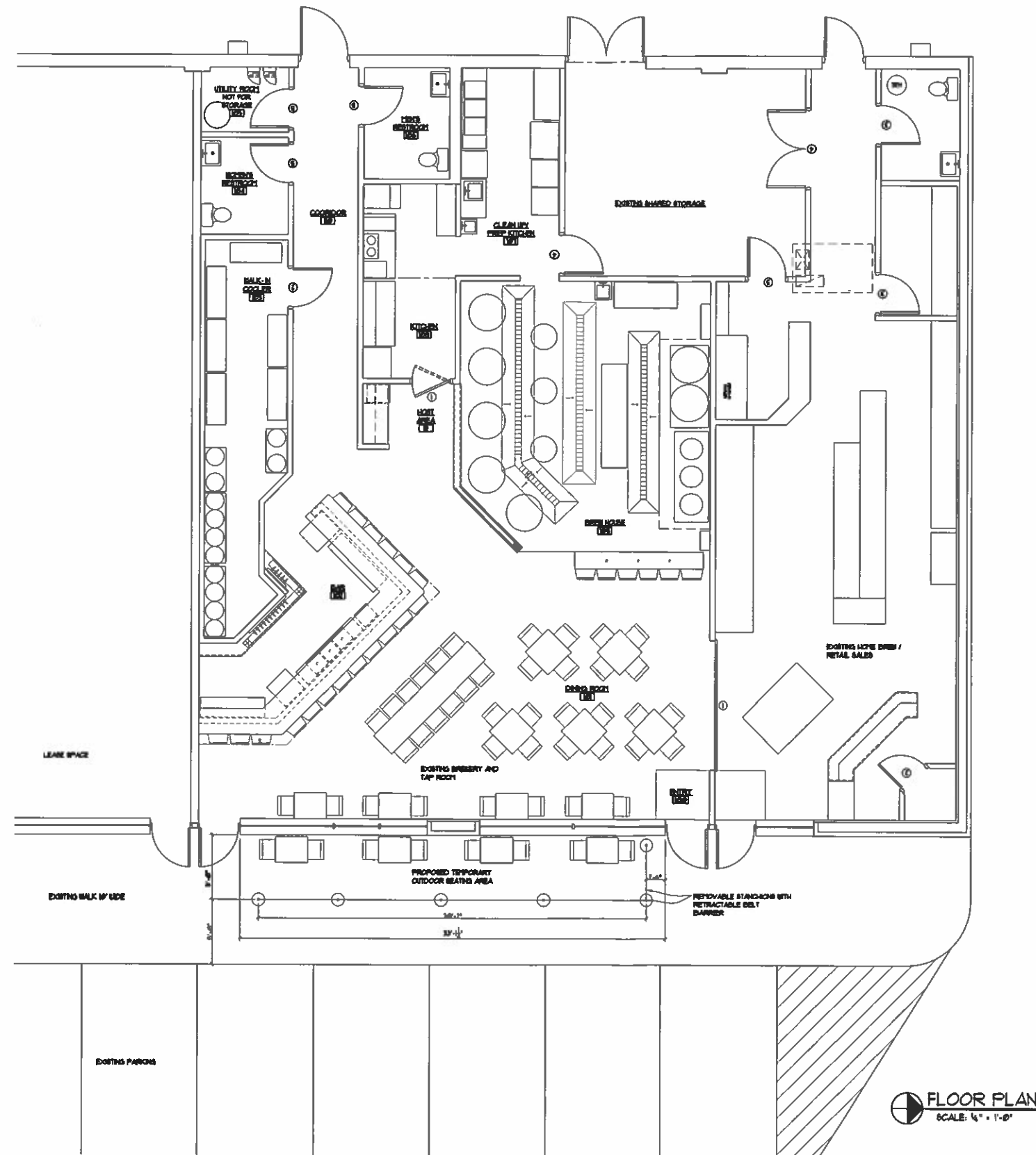
Project
CADILLAC STRAITS
27651 JOHN R.
MADISON HEIGHTS, MI

Design/Drawn: HJRM/PLA
Checked/Approved: HJR
Job #: 200-000
Rev: 01/15/2000

Date/Revision: Issue for
06/16/2000 MLOC OUTDOOR SEATING

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SHEET
A-100



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Birmingham, Michigan 48009
P 248.558.1000
info@designteamplus.com

CADILLAC STRAITS
21651 JOHN R.
MADISON HEIGHTS, MI

CADILLAC STRAITS
21651 JOHN R.
MADISON HEIGHTS, MI

Designed/Drawn: HUNTER/JA
Checked/Approved: HUN
Job #: 248-295
File: P:\MSE_L\ Cadillac Straits_CD_MLCC

Date/Revision: Issue for
06/15/2009 MLCC OUTDOOR SEATING

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A-200

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

PROPOSED FY 2022-23 Budget Resolution

A RESOLUTION TO ADOPT A BUDGET FOR MUNICIPAL PURPOSES FOR THE CITY OF MADISON HEIGHTS FOR THE FISCAL YEAR 2022-23 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 9, 2022, 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 26.0771 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	12.8746
Solid Waste	2.4976
Police & Fire Retiree Benefits	7.0000
Neighborhood Road Improvements	1.8882
Senior Citizens	0.4484
Fire Stations Bond	0.4283
Chapter 20 Drain Debt	0.9400
Total	<u>26.0771</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 2022-23 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, Sewer and Stormwater Charges set forth in Exhibit “B”, Stormwater Charges 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 2022-23

EXPENDITURES		REVENUES	
GENERAL FUND			
General Government	\$11,958,452	Property Taxes and Fees	\$23,677,745
Public Safety	20,123,193	Intergovernmental Revenues	7,687,129
Community Services	4,105,144	Other	4,565,616
Cultural and Recreation	2,876,181	Use of Fund Balance	5,299,210
Community Development	1,138,451		
Debt Service	1,028,279		
TOTAL	<u>\$41,229,700</u>		<u>\$41,229,700</u>
MAJOR STREET FUND			
Program Expenditures	\$1,955,259	Intergovernmental Revenues	\$2,504,143
		Other	0
		Use of Fund Balance	(548,884)
	<u>\$1,955,259</u>		<u>\$1,955,259</u>
LOCAL STREET FUND			
Program Expenditures	\$2,859,097	Property Taxes	\$1,718,796
		Intergovernmental Revenues	1,138,232
		Other	5,000
		Transfers In	300,000
		Use of Fund Balance	(302,931)
	<u>\$2,859,097</u>		<u>\$2,859,097</u>
PARKS MAINTENANCE & IMPROVEMENT FUND			
Program Expenditures	\$43,246	Other	\$43,246
		Use of Fund Balance	0
	<u>\$43,246</u>		<u>\$43,246</u>
DOWNTOWN DEVELOPMENT AUTHORITY			
Program Expenditures	\$129,259	Property Taxes	\$60,624
		Intergovernmental Revenues	35,213
		Other	250
		Use of Fund Balance	33,172
	<u>\$129,259</u>		<u>\$129,259</u>
DRUG FORFEITURE FUND			
Program Expenditures	\$64,250	Intergovernmental Revenues	\$64,000
		Other	250
		Use of Fund Balance	0
	<u>\$64,250</u>		<u>\$64,250</u>

EXHIBIT "A"
CITY OF MADISON HEIGHTS
ADOPTED BUDGET RESOLUTION
FISCAL YEAR 2022-23

EXPENDITURES		REVENUES	
	COMMUNITY IMPROVEMENT FUND		
Program Expenditures	\$145,607	Intergovernmental Revenues	\$145,607
		Use of Fund Balance	0
	<u>\$145,607</u>		<u>\$145,607</u>
	FIRE STATIONS BONDS		
Program Expenditures	\$459,714	Property Taxes	\$409,886
		Intergovernmental Revenues	25,000
		Use of Fund Balance	24,828
	<u>\$459,714</u>		<u>\$459,714</u>
	MUNICIPAL BUILDING BOND		
Program Expenditures	\$275,000	Transfers In	\$275,000
	<u>\$275,000</u>		<u>\$275,000</u>
	FIRE STATIONS BUILDING		
Program Expenditures	\$2,044,671	Transfers In	\$2,044,671
	<u>\$2,044,671</u>		<u>\$2,044,671</u>
	MUNICIPAL BUILDING		
Program Expenditures	\$10,727,524	Other	\$6,321,000
		Transfers In	4,406,524
	<u>\$10,727,524</u>		<u>\$10,727,524</u>
	WATER AND SEWER FUND		
Program Expenditures	\$11,647,463	Sales to Customers	\$11,203,082
		Other	320,800
		Use of Retained Earnings	123,581
	<u>\$11,647,463</u>		<u>\$11,647,463</u>
	MOTOR AND EQUIPMENT POOL		
Program Expenditures	\$994,211	Other	\$994,211
	<u>\$994,211</u>		<u>\$994,211</u>
	DEPARTMENT OF PUBLIC SERVICES		
Program Expenditures	\$2,244,259	Other	\$2,244,259
	<u>\$2,244,259</u>		<u>\$2,244,259</u>
	CHAPTER 20 DRAIN DEBT SERVICE		
Program Expenditures	\$899,454	Property Taxes	\$899,454
	<u>\$899,454</u>		<u>\$899,454</u>

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CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
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CITY OF MADISON HEIGHTS
FEE SCHEDULE
FY 2023

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The FY 2023 City of Madison Heights Fee Schedule will be effective July 1, 2022 unless otherwise noted. The entire schedule will be adopted with the Budget Policy document. Revisions since the adoption of the schedule for FY 2023 are listed below and can occur throughout the year on various dates which will be listed below:

SUMMARY OF REVISIONS:

- Section 1. Community Development Department Services**
- Landlord License: Three Year Registration Fees Increased:
 - Single Family: \$195 increased to \$200,
 - 2 to 4 Units: Increased from \$240 to \$245
 - 5 or more Units: Increased from \$46.50 Per Unit to \$47.50 Per Unit
 - Locked-out inspections and the second re-inspection of all failed inspections increased from \$40 per inspection to \$70 per inspection.
 - Site Plan Review: Residential (Multi-family) removed additional fee of \$15.00 per unit & Non Residential removed additional fee of \$100 per acre fraction thereof.
 - Zoning Fee Special Use Approval: removed the site plan fee of \$750.00 Plus site plan fee
 - Engineering Plan Review: fee increased from \$200.00 to \$400.00
- Section 2. City Clerk Services**
No Changes.
- Section 3. Water and Sewer**
No Changes.
- Section 4. Treasury and Assessing Services**
- Stop Payment Fee Decreased from \$32 to \$25
- Section 5. Library Services**
- Library Material Check out period changed from 90 days to 21 days
 - Addition of Kindle replacement fee of \$212 if not returned or damaged.
- Section 6. Fire Services**
- ALS Emergency Transport increase from \$710 to \$900
 - ALS Emergency Transport II decrease from \$950 to \$550
 - ALS Non-Emergency Transport increase from \$400 to \$1,200
 - Treat No Transport Increase \$225 to \$400
 - BLS Emergency Transports Increased from \$550 to \$750
 - BLS Non-Emergency Transport Increased from \$400 to \$500
 - Loaded Mile (scene to hospital fee per mile) Increase \$14.00 to \$18.00
- Section 7. Police Services:**
- Under FOIA, the \$0.20 fee has been removed for In-Car Video Recordings, Audio Tapes & Photographs sections.
 - Accident Report Fee increased from \$13.00 to \$ 15.00
- Section 8. Department of Public Services**
- Increased Mobile Home Refuse Collection increase from \$8.00 to \$10.00

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Section 9. Parks and Recreation

- The addition of park rental fee: \$25/hour (Resident) \$30/hour (non-resident) with a minimum of 2 hours up to 6 hours. Rentals exceeding 6 hours will incur an additional \$20/hour (Resident) \$25/hour (non-resident) up to a maximum of 14 hours + minimum \$100 refundable damage deposit, subject to change based on the nature of the event.
- Baseball/Softball Diamonds Prep fee increased \$20 to \$40 (Resident) \$60 (Non-Resident)
- Soccer/Football Field Prep fee changed to \$25/hour of use (Residents) \$45/hour(Non-Resident)

Section 10. Active Adult Center Services
No change

Section 11. General Government
No Changes.

EXHIBIT "B"
CITY OF MADISON HEIGHTS
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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 re-open a closed permit is \$75.00. Permits may be renewed, *prior to their expiration*, for a period of 180 days.

1.0 ELECTRICAL, MECHANICAL & PLUMBING PERMIT FEE SCHEDULE

Receipted to 101-017-4771-000

- 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 \$70.00 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 \$15.00 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 A fee of \$70.00 per inspection shall be charged for the re-inspection of all failed inspections.

2.0 BUILDING, MOVING, DEMOLITION AND SIGN PERMIT FEE SCHEDULE

Receipted to 101-017-4771-000

- 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 \$15.00 for building, moving, demolition and sign contractors.
- 2.4 A fee of \$70.00 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 101-017-4771-000

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

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

<u>Improvement Cost</u>		<u>Fee</u>
\$0.00 to \$1,000.00	=	\$70.00
\$1001.00 up	=	\$70.00 + \$6.30 per thousand or fraction thereof, over \$1000.00

Plan review fee when required = \$55.00

Certificate of Occupancy including replacement certificates = \$100.00

EXHIBIT "B"
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New One and Two Family Residential Construction

Received to 101-017-4771-000

\$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

Received to 101-017-4771-000

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

<u>Improvement Cost</u>		<u>Fee</u>
\$0.00 to \$6000.00	=	\$78.00
\$6,001.00 and above	=	\$0.013 x construction cost

Plan review fee = .005 x 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.

Certificate of Occupancy - Multiple-Family, Commercial, Industrial

Received to 101-017-4771-000

Additions/New Construction/Change in use, owner or occupant: \$200.00.

(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 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

Temporary Certificate of Occupancy

Received into 101-017-4770-000 with bonds in 705-000-2830-000

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 renewal.

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Signs

Receipted into 101-017-4770-000

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 \$200.00

Wall signs: Up to 100 square feet \$200.00
Over 100 square feet \$280.00

Re-Facing Permanent signs

Ground signs: Up to 60 square feet \$185

Wall signs: Up to 100 square feet \$185
Over 100 square feet \$265

Demolition

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

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

Residential \$210.00 (Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Permit Fees:

Commercial and Industrial

Permit Fees: Up to 30,000 cubic square feet \$210 (Includes pre-demolition, open hole and final site inspections. Additional inspections \$70.00 each. The inspector shall estimate the number of visits required.)

Over 30,000 cubic square feet \$210 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 101-017-4770-000 with bonds in 705-000-2830-000

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 \$70.00 each. The inspector shall estimate the number of visits required)

Performance Bond \$5,000.00

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

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Receipted into 590-551-8180-000

See page 15, Miscellaneous Service Fees

Code Inspections

Receipted into 101-017-4770-000

\$70.00 per inspector/per hour, or fraction thereof.

Overtime Inspections

Receipted into 101-017-4770-000

\$105.00 per hour.

Additional/Add-on Inspections, All Permits

Receipted into 101-017-4770-000

\$70.00 per inspection.

Appeal Boards

Receipted into 101-017-4770-000

Construction Board of Appeals. \$250.00

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, rough and 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 of 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 of this class, inspections shall be required for each visit required from 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

1. For new construction a minimum of three inspections, a rough, final, and 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 of this class, inspections shall be required for each visit required from the mechanical inspector.

2. 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.

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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 of 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 a 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. Backfill - 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 first course of brick, flashing, weep holes, and pea stone are installed.
- d. Rough - before any framing is covered and after rough electrical, mechanical and plumbing inspections are approved.
- e. Insulation - prior to covering insulation.
- f. Slab - 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. Final - after final electrical, plumbing, and mechanical inspections are approved.

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- j. Final Site/Certificate of Occupancy - 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, final grade elevations must be received before an occupancy certificate can be issued.

CONCRETE PERMITS INCLUDING NON-TELECOMMUNICATION WORK IN R.O.W.

Received into 101-017-4770-000 with bonds in 705-000-2830-000

- 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:
\$70.00 per required inspection
(Two inspections required minimum unless work is covered by a site plan and bond.)
\$5,000 bond (\$1,000 for qualified homeowner permits at the Departments discretion) required for r.o.w.
work. Waived for registered contractors with annual bond posted and projects with site plan
guarantee bonds posted.
- Concrete flatwork \$70.00 per inspection (fees waived for five (5) squares or less of public sidewalk)
- 1.3 Contractor registration fee:
Registration \$15.00
Performance Bond Minimum \$5,000.00 (Required for r.o.w.)

PRIVATE SEWER AND WATER SERVICE

Received into 101-017-4770-000 with bonds in 705-000-2830-000

- 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 \$70.00 each.
Water lead \$70.00 each.
Gate wells or structures \$70.00 each.
- Public sewer and water mains: See non-telecommunication engineering fees below
- 1.3 Contractor registration fee:
Registration \$15.00
Performance Bond \$5,000.00 (Required for r.o.w.)

PLANNING FEES

Received into 101-030-6071-000

- Site Plan Review
Residential (multi-family) \$700.00
Non-Residential \$850.00
- Revised Site Plans (changes of 30% or more) 75% of original fee
- Plats and Site Condominiums \$1,000.00 + \$15 per unit for residential and \$75 per acres for nonresidential

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Easements:

Vacations	\$500.00
Encroachments	\$ 50.00
Land Divisions	\$500.00 plus \$50 per resulting lot
Land Divisions with road	\$750 plus \$50 per resulting lot
Landscape Plan Review	\$500.00
Variance Review (Single Family)	\$300.00
Variance Review (Dimensional)	\$400.00 plus \$300 per variance
Use Variance Review	\$1,000.00
Parking or Traffic Study Review	\$500 minimum with actual cost due upon completion

ZONING FEES

Received into 101-044-6701-000

Z.B.A.

Variance Review (Single Family)	\$300.00
Variance Review (Dimensional)	\$400.00 plus \$300 per variance
Use Variance Review	\$1,000.00
Special Use Approvals	\$750.00
Re-zonings	\$1,500.00

BROWNFIELD REDEVELOPMENT AUTHORITY FEES

Received into 101-044-6701-000

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

ENGINEERING FEES - (NON-TELECOMMUNICATION)

Received into 101-030-6701-000

Engineering Plan Review	Application fee (Non-refundable)	\$400.00 for all projects
	Public projects - Review fee	2% of site construction cost
	Inspection fee	4% of site construction cost (see r.o.w. inspection below.)
	Private projects - Review fee	2% of site construction cost (\$200.00 Minimum)
	Residential site/plot plan review	\$75.00

Engineering Inspections: \$70 / Inspection + \$100 for each Compaction / Material Test

Landfill permits: \$60.00 + \$0.05 per cubic yard of fill.

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RIGHT-OF WAY PERMITS – (NON-TELECOMMUNICATION)

Received into 101-030-6701-000

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
GIS Fee	\$150.00.

LANDLORD LICENSING

Received into 101-017-4771-000

Three-Year Registration Fees:	New Registrations and Renewals Through Renewal Date*
Single-family	\$200.00
2 to 4 units	\$245.00
5 or more units	\$47.50 per unit

*Code enforcement action will commence if the application and 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 \$70.00 per inspection shall be charged for all locked-out inspections and the second re-inspection of all failed inspections.

Note: All renewal licenses are for thirty-six (36) months. New and pro-rated licenses may be for less than thirty-six (36) months. All licenses for the same landlord will expire on the same date.

CODE ENFORCEMENT PROPERTY MAINTENANCE FEES

Service:	Cost: (Note: Mowing, labor and disposal costs are based on the current contract.)
Mowing	First Offense \$100.00 Administrative Fee + Actual Contractor Charges Second Offense (same growing season) \$200 + Actual Contractor Charges Third or more Offenses (same growing season) \$300 + Actual Contractor Charges

Received into 101-030-6260-000

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

Received into 101-030-6270-000

Snow Removal (Public Walks)	First Offense \$100.00 Administrative Fee + Actual Contractor Charges Second Offense (same growing season) \$200 + Actual Contractor Charges Third or more Offenses (same growing season) \$300 + Actual Contractor Charges
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Received into 101-030-6250-000

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HOTEL INSPECTIONS

Received into 101-017-4771-000

Annual Building and Fire Inspections \$15 per unit / per year

MEDICAL MARIHUANA FACILITY/MEDICAL MARIHUANA GROW OPERATION

Application Fee \$500 nonrefundable

Received into 101-030-6073-000

Annual License Fee \$5,000 per year

Received into 101-014-4570-000

GEOGRAPHIC INFORMATION SYSTEM FEES

Received into 101-030-6075-000

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.

	Small Format (11 x 17)	Large Format (24 x 36 & up)
Hardcopy Maps		
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

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Section 2. CLERK DEPARTMENT SERVICES

Business License/Permits

Business Licenses:

Receipted into 101-014-4570-000

Business Licenses: \$100.00 per year

Marihuana - Medical/Adult-Use Business License: \$5,000.00 per year

Marihuana – Caregiver Business License: \$300.00 per year + any applicable re-inspection fees

Massage Business License: \$300 per year + \$150 per licensed massage therapist

Late Fee is double the fee listed above.

Temporary/Seasonal Business Licenses \$100.00

Home Solicitation Licenses \$100.00

Medical or Adult-Use Marihuana Facility/Medical or Adult Use Marihuana Grow Operation Business License Application fee
\$500.00 non-refundable

Animal License/Permits

1.0 Dogs and Cats.

Receipted into 101-017-4800-000

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.

- Rabies Vaccination must be valid for:

6 months to receive a 1-year license	\$10.00	Spayed/Neutered: \$7.00
24 months to receive a 2-year license	\$15.00	Spayed/Neutered: \$10.00
36 months to receive a 3-year license	\$20.00	Spayed/Neutered: \$15.00

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

2.0 Domestic Hens

Receipted into 101-017-4800-000

Single-family residence shall be allowed to keep up to six (6) domesticated hens. Roosters or male chickens are prohibited. An annual license valid from January 1 – December 31 of each calendar year, is required. Each hen licensed shall at all times have attached to the hen a City-issued leg band corresponding to the City issued license.

\$20 per single-family residence.

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Miscellaneous Fees

1.0 Bicycle Licenses

Receipted into 101-017-4810-000

All bicycles to be ridden in the City on a street or public path shall be licensed.

Bicycle \$2.00 one-time fee per bicycle

2.0 Vital Health Statistics

Receipted into 101-030-6078-000

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 Video/Vending Machine

Receipted into 101-014-4570-000

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	\$12.00
Electronic Media Storage and Excel spreadsheet	\$12.00 + actual price of storage device

5.0 Notary Fees

Notarizing Documents	Residents	– first documents no-charge additional documents \$10
	Non-resident	– each documents \$10

6.0 Copy Fees

Copies	\$0.10 per page
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EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 3. WATER AND SEWER OPERATION SERVICE FEES

Utility Rates

1.0 Water and Sewer Rates

Residential water receipted into 590-010-6430-000

Commercial/industrial water receipted into 590-010-6440-000

Sewer receipted into 590-020-6115-000

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 is 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 Sewer is billed in units. 1 unit = 100 cubic feet = approximate 748 gallons.

Water	\$3.27 per unit
Sewer	\$3.69 per unit

2.0 Stormwater

Receipted into 590-020-6118-000

Stormwater fees shall be charged to all properties within the city based on Equivalent Residential Units (ERUs) calculated for each property.

ERUs are a subunit of measurement that related the volume of storm water discharge from the parcel based on the amount of total and impervious lot area. One ERU equaling 2,600 square feet with runoff factor.

Single Family Residential	\$12.60 per ERU per quarter
Commercial/Industrial	\$ 4.20 per ERU per month

Service Fees

1.0 Service Tapping Fees

Meter & Materials receipted into 590-000-2735-000

Service Connection receipted into 590-000-2736-000

Transmission receipted into 590-000-6113-000

Paving receipted into 590-010-6111-000

Sewer Privilege Fee receipted into 590-020-6117

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	\$1,080	\$1,460	\$1,980	\$3,190	\$4,070	\$6,050
Service Connection	\$825	\$1,045	\$1,238	-	-	-
Transmission	\$72	\$72	\$72	-	-	-
Paving	\$275	\$275	\$275	-	-	-
Sewer Privilege Fee	\$622	\$897	\$1,183	\$2,310	\$3,493	\$3,575
Total	\$2,874	\$3,749	\$4,748	\$5,550	\$7,563	\$9,625

2.0 Meter Fees

EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Receipted into 590-010-6111-000

GLWA pass through charges receipted into 590-010-6490-000

Description	5/8"	¾"	1"	1 ½"	2"	3"	4"	6"
Frozen Meter Charge w/service charge	\$180	\$180	\$275	\$505	\$620	\$2,300	\$3,100	\$4,600
Damaged/Missing Transmitter (R900)	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Damaged Register Head (Per Head if Compound)	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95
GLWA (Pass Through)	\$3.38	\$5.07	\$8.45	\$18.59	\$27.04	\$49.01	\$67.60	\$101.40

3.0 Miscellaneous Service Fees

Receipted into 590-010-6111-000

Fire Suppression Private Water Line Charge	\$5 per month
Final Reading	\$20 per account processed
“No Show” Charge for service calls	\$25 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 outside 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)	\$150
Service Call Overtime Charge (Sun & Holidays)	\$300
Hydrant Flow Test	\$100
Hydrant Flow Test with Salt Needed	\$175
Hydrant and Meter Rental	\$5 per day + water consumption
Hydrant Inspection	\$5 per inspection

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

EXHIBIT "B"
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 4. TREASURY AND ASSESSING SERVICE FEES

Property Affidavit Penalty

Receipted into 101-011-4040-000

A Property Affidavit must be filed within 45 days of the property transfer. Filing is mandatory and required 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 101-011-4470-000

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 101-044-6701-000

If a duplicate bill must be printed for payment or customer records the City charged 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 101-044-6701-000

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 101-044-6705-000

If a customer has a payment returned for any reason including (non-sufficient funds, closed account, 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.

EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 5. LIBRARY SERVICE FEES

Rental and Late Fee

Library materials that are not returned within 21 days or are returned damaged are charged the full replacement cost of item at the time of purchase

Kindles	\$212 full replacement cost if not returned or damaged
Hotspot	\$112 full replacement cost if not returned or damaged
Laptop (Chromebook)	\$300 full replacement cost if not returned or damaged

Program Fees

Receipted into 705-000-2918-000

Coffee Concerts	\$5 per concert
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Computer and Printer Fees

Printer Fees receipted into 101-033-6086-000
Computer Use fees receipted into 101-030-6085-000

Computer Use fees – A Madison Heights library card is needed to use the public computers including internet or MS Office programs. If the customer does not have a Library Network library card, or wish computer time beyond the three hours per day allowed with that card, a \$2 per hour visitor pass can be purchased.

All pages printed	\$0.15 per page (black and white)
	\$0.50 per page (color)

Miscellaneous

Printer Fees receipted into 101-030-6085-000

Fax – Local Calls	\$1 per page
Fax – Long Distance Calls	\$2 first page and \$1.50 each additional page
Replacement Library Card	\$2 per card
Library Card non-resident	\$100

EXHIBIT "B"
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 6. FIRE SERVICE FEES

Ambulance and Emergency Response Fees

1.0 Advanced Life Support Services

Receipted into 101-044-6707-000

ALS Emergency Transport	\$900
ALS Emergency Transport II	\$550
ALS Non-Emergency Transport	\$1,200
Treat No Transport	\$400

2.0 Basic Life Support Services

Receipted into 101-044-6707-000

BLS Emergency Transports	\$750
BLS Non-Emergency Transport	\$500

3.0 Miscellaneous Fees

Receipted into 101-044-6707-000

Loaded Mile (scene to hospital fee per mile)	\$18.00 per mile
Oxygen	\$50
Extrication	\$500
Defibrillator	\$50
Cost Recovery for Structure Fires	\$500

Miscellaneous Fees

1.0 Cardiopulmonary Resuscitation (CPR) Course Courses

Receipted into 101-044-6709-000

Course fees include supplies and materials used.

Basic CPR	\$50 per participant
CPR and Automatic Defibrillation	\$50 per participant
CPR/First Aid	\$50 per participant
CPR for Professional Health Care Providers	\$50 per participant
On-line CPR Practical Skill Verification	\$25 per participant

2.0 Inspections and Reporting

Fire incident reports	See Section 12 – FOIA Fees
EMS reports	See Section 12 – FOIA Fees
Environmental Inspection Assessment	\$25 per assessment
Fire Re-Inspection	no charge 1 st and 2 nd inspection
	3 rd inspection \$100 each
	4 th inspection \$200 each
	5 th or more inspection \$300 each

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

EXHIBIT "B"
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 7. POLICE SERVICES FEES

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

1.0 FOIA

In-Car Video Recordings	actual wages to prepare
Audio Tapes	actual wages to prepare
Photographs	actual wages to prepare
File size requiring an external drive	\$7.50 in addition to actual wages to prepare

2.0 Reports

Accident Reports	\$15 per report set by contract with Oakland County
Police Report Photographs (excluding accident report)	\$0.10 per page of photographs

EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 8. DEPARTMENT OF PUBLIC SERVICES

RV Lot Rental Fee

Received into 101-030-6285-000

RV Lot Rental based on availability	\$250 annually with renewals on July 1, 2021
RV Lot Late Payment Fee	\$50 late fee after renewal due date of June 30 each year

Brush Chipping Fee

Received into 101-030-6270-000

Curbside brush chipping service	\$25 per every 15 minutes
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Mobile Home Solid Waste Collection Fee

Received into 101-030-6240-000

Solid Waste Collection	\$10.00 per unit
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This fee is invoiced twice per year based on per unit count as verified by a representative of the Department of Public Services.

EXHIBIT "B"
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 9. PARKS AND RECREATION SERVICE FEES

The City of Madison Heights offers numerous classes and programs through our recreation department. The resident and non-resident fees are set each class cycle based on cost for instructors, program expenses and staff. These fees are published by class/program in the recreation brochure.

Meeting Room Rentals

The City of Madison Heights allows groups to use meeting rooms at the Library/Breckenridge Room and Fire Department Room.

1.0 Groups for which No fee is charged:

Programs sponsored by the City
Meeting of Madison Heights non-profit (501 C3) political, 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 Groups for which a \$20 an hour/minimum of 2 hours will be charged:

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
(such as sales meetings, investment clubs, training sessions, etc.)
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 31st each year. On or after April 1st 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.
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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.
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Pavilion Rental Fees	\$50 per pavilion + \$50 refundable damage/cleaning deposit
Non-Resident Rental Fee	\$100 per pavilion + \$50 refundable damage/cleaning deposit
Cancellation Fee	\$10 with one week (7 days) notice

Park Building Rental Fee	No refund will be given if cancelled in less than one week (7 days) of the rental date \$50/2 hour block of time, rounded to each 2 hour period per building + \$100 refundable damage/cleaning deposit
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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
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Park Building Lost Key Fee	\$25 if key is not returned
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Nonprofits and volunteer groups in the City Nonprofit and volunteer groups that regularly volunteer in the City shall rent the Library (Breckenridge Room), Fire Station (Training Room), Park Buildings, and City Hall (Basement, when not occupied by gymnastics) at no cost if the rental does not require staffing. If staffing is required fees shall cover staffing cost. A refundable deposit of \$100 would be required.

EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Active Adult Center Rentals

The City of Madison Heights allows residents and groups to rent the Active Adult Center Building.

[Receipted into 101-030-6530-000](#)

\$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

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.

[Receipted into 101-030-6530-000](#)

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

EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

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

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	\$1 each way, within Madison Heights
Doctor appointments	\$2.50 each way Monday & Friday, appointments must stay within a seven (7) mile radius of the Active Adult Center

Lunch Program

Lunch served daily at the Senior Center \$3.50 per person suggested donation

Miscellaneous

Trip Cancellation Fee	\$5
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EXHIBIT “B”
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

Section 11. GENERAL GOVERNMENTAL SERVICE FEES

Message Board Greetings

City Hall Message Board	Non-Roundtable members \$10 for one per day or \$20 for a week Roundtable members no charge
Active Adult Center Message Board	\$10 for one day or \$20 for a week

Wedding Ceremony

Administration fee	\$50 per wedding
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Items for Sale

Garbage Bags Receipted into 101-033-6421-000	Box of 100 Heavy Duty bags \$20 per box
Recycling Bin and Lid Receipted into 101-033-6422-000	\$20

EXHIBIT "B"
CITY OF MADISON HEIGHTS
STORMWATER CHARGES AND DEPARTMENT FEES
FISCAL YEAR 2022-23

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.

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

MEMORANDUM

DATE: May 2, 2022
TO: Melissa R. Marsh, City Manager
FROM: Chris Woodward, Utilities Supervisor
R. Corey Almas, Director of Public Services
SUBJECT: West Nile Virus Reimbursement Resolution

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

Staff and I are requesting Council approval of the attached resolution so the Department of Public Services (DPS) may request our grant in the amount of \$3,573.07 from Oakland County. This amount reflects a slight decrease from last year's reimbursement amount due to the 2020 Census results.

DPS will be sending out crews in mid-May to drop larvicide briquettes in each residential catch basin throughout the City. These basins are noted by means of a colored dot, painted on the curb or adjacent pavement. The briquettes last 180 days, and prevent mosquito larva 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 on a monthly basis. These areas include drainage swales, retention and detention ponds, and fountains.

During their normal patrols throughout the City, Code Enforcement staff monitor potential problem areas. Examples are old tires, drums and buckets, birdbaths, etc., which may collect stagnant water and provide a mosquito breeding ground. Through the combined efforts of DPS and Code Enforcement, it is our goal to continue educating residents and business owners to reduce the amount of mosquitos which carry West Nile Virus, and other communicable disease.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

CITY OF MADISON HEIGHTS

RESOLUTION

WHEREAS, 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

WHEREAS, 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

WHEREAS, 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.

NOW THEREFORE BE IT RESOLVED, The Mayor and City Council of Madison Heights authorizes and directs its Director of Public Services, R. Corey Almas, as agent for the City of Madison Heights, in the manner and to the extent provided under Oakland County Board of Commissioners 2022 Mosquito Smarts Program to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

DATED:

SIGNED:

CERTIFIED:

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

Sherman & Sherman, P.C.

30700 Telegraph Road, Suite 3420
Bingham Farms, MI 48025-4590
(248) 540-3366 Telephone
(248) 540-5959 Fax

Larry H. Sherman
Jeffrey A. Sherman
Tim Burns

May 3, 2022

VIA EMAIL ONLY

Honorable Roslyn Grafstein
and Members of the City Council
City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, MI 48071

RE: Offer to Purchase Madison Heights Adult Activity Center – 29448 John R Road

Dear Mayor Grafstein and Members of City Council:

On March 18, 2022, the City received an Offer to Purchase (“Offer”) from MMD Acquisition, LLC (“MMD”) through our broker, Larry Campbell of Century 21 Campbell Realty, Inc. for the purchase of the Madison Heights Adult Activity Center at 29448 John R (“Adult Center”). I have requested that this item be placed on the May 9, 2022 Regular Council Meeting Agenda for consideration and action by City Council. A copy of the Agreement is attached for your review.

The salient economic terms of the Offer are as follows:

- **Sale Price** - \$1,850,000
- **Good Faith Deposit** - \$50,000 to be delivered to Escrow Agent within three (3) business days after executing the Offer and within three (3) business days after expiration of the initial Due Diligence Period, an additional non-refundable deposit of \$50,000, if MMD has not terminated the Agreement.
- **Due Diligence Period** – 210 days from execution of the Offer with MMD’s right to extend the initial Due Diligence period for up to an additional 60 days, if necessary, for MMD to obtain the necessary permits and approvals for MMD’s intended use. After the 210 day initial Due Diligence period, the first \$50,000 good faith deposit shall become non-refundable except in the event of the City’s Default or for other reasons specified in the Offer.
- **Closing** - Shall take place 30 days after the last day of the Due Diligence Period unless MMD waives the full Due Diligence period and elects to close earlier by providing written notice to the City.

LAW OFFICES
Sherman & Sherman, P.C.

Mayor Roslyn Grafstein
and Members of City Council
May 3, 2022
Page 2

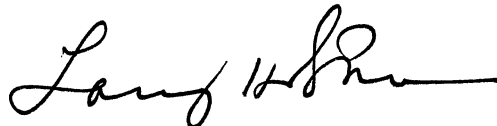
- **MMD's Right to Terminate** - MMD shall have the unconditional right, for any reason or no reason to terminate the Agreement by giving written notice to the City prior to the expiration of the Due Diligence period, as may be extended; in which case, the Agreement shall become null and void and the good faith deposit shall be returned to MMD if terminated prior to the expiration of the initial Due Diligence period.
- **City's Right to Occupy** - The City shall be permitted to remain in possession of the Adult Center from the date of Closing until August 31, 2023, in order to permit our residents to continue to utilize the facility, unless sooner terminated by MMD in accordance with the Agreement. A post-closing occupancy rate of \$250 per day shall be paid by the City to MMD for the first 180 days following the Closing. At that point, if the new Adult Center on the Civic Center Complex is not completed and the City desires to keep the existing Adult Center open, then the City shall pay to MMD, as compensation for occupying the property, a rate of \$400 per day until the City vacates the property.

The City Manager and I recommend that Council accept the offer. If Council concurs, appropriate action would be for Council to accept the offer from MMD Acquisition, LLC and authorize the City Manager, Melissa Marsh, to execute the Offer to Purchase together with any and all necessary additional documentation.

If you have any questions, please do not hesitate to contact Melissa or me.

Sincerely yours,

SHERMAN & SHERMAN, P.C.



Larry H. Sherman
Madison Heights City Attorney

LHS/mgh

cc: Melissa Marsh, City Manager
Cheryl Rottmann, City Clerk
Larry Campbell, Broker

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
(29448 John R Road)

THIS AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between MMD ACQUISITIONS LLC ("Buyer"), and the CITY OF MADISON HEIGHTS ("Seller").

In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Terms and Definitions.** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Broker"** shall mean Century 21 Campbell Realty Inc., acting as Seller's agent.

(b) **"Closing"** shall mean the consummation of the transaction contemplated herein, which shall occur, subject to any applicable extension periods set forth in this Agreement, on the date that is thirty (30) days after the last day of the Due Diligence Period (as defined herein) unless the Buyer waives the full Due Diligence Period and elects to close earlier by providing written notice thereof to Seller. The date of Closing is hereinafter referred to as the **"Closing Date."** Unless otherwise agreed by Seller and buyer, Closing shall occur at the Title Company.

(c) **Intentionally Omitted**

(d) **"Due Diligence Period"** shall mean the period beginning upon the Effective Date and extending until 11:59 PM EST on the date that is two hundred ten (210) days thereafter ("Initial Due Diligence Period"). Buyer shall have the right to extend the Due Diligence Period for up to sixty (60) additional days, if necessary, to obtain Buyer's Permits and Approvals (defined below), upon delivery to Seller of notice of such extension at any time prior to the expiration of the Initial Due Diligence Period and in which event the Earnest Money shall be non-refundable except in event of a Seller default or under Section 7 below, but applicable to the Purchase Price.

(e) **"Earnest Money"** shall mean Fifty Thousand and 00/100 Dollars (\$50,000.00) and delivered to Escrow Agent within three (3) business days after the Effective Date and within three (3) business days after the expiration of the Due Diligence Period, as may be extended, if Buyer has not terminated the Agreement, an additional non-refundable \$50,000 of Earnest Money shall be deposited with Escrow Agent. The Earnest Money shall be deposited by Buyer in escrow with Escrow Agent, to be applied as part payment of the Purchase Price at the time the sale is closed, or disbursed as agreed upon in accordance with the terms of this Agreement.

(f) **"Effective Date"** shall mean the date that is one (1) business day after the date of execution and delivery of this Agreement by both Seller and Buyer shall be the "Effective Date" of this Agreement.

(g) **"Escrow Agent"** shall mean ATA National Title Group LLC of 42651 Woodward, Bloomfield Hills, MI 48304 (Attention: John R. Cook, 248-454-9743 (JCook@seavertitle.com) ("Title Company"). The parties agree that the Escrow Agent shall be responsible for (x) organizing the issuance of the Commitment and Title Policy, (y) preparation of the closing statement, and (z) collections and disbursement of the funds.

(h) **Intentionally Omitted**

(i) **"Property"** shall mean (a) that certain real property consisting of approximately 4.91 acres located at 29448 John R Road in Madison Heights, Michigan being more particularly described on Exhibit A, attached hereto and incorporated herein (the "Real Property") together with all buildings, facilities and

other improvements located thereon (collectively, the “Improvements”); (b) all right, title and interest of Seller in all equipment and items of personal property of Seller attached or appurtenant to, located on or used in the ownership, use, operation or maintenance of the Property or the Improvements (collectively, the “Personal Property”); (c) all right, title and interest of Seller, if any, to any unpaid award for (1) any taking or condemnation of the Property or any portion thereof, or (2) any damage to the Property or the Improvements by reason of a change of grade of any street or highway; (d) all easements, licenses, water rights, air rights, minerals and mineral rights, authorizations, consents and approvals, development rights, land division rights, that relates to and benefits the Real Property, and all other rights, tenements, hereditaments, privileges and appurtenances relating to the Real Property; (e) all records and documents relating to the Property and Personal Property, to the extent that such records are owned by Seller (collectively, the “Records”); and (f) all plans and reports, specifications, drawings, photographs, survey materials, engineering studies, environmental audits and assessments, wetland or woodland surveys, site plans, mineral searches or other materials pertaining to the condition, planning, development, construction, operation, use and enjoyment of the Property, if any, that are in Seller’s possession or control, including “working drawings” and “as-built drawings and surveys” (collectively the “Plans”). Property does not include any business assets of Seller located at the Property. All business assets and the personal property of Seller shall be removed by August 31, 2023 (“Post Closing Term”). Any business assets and personal property not removed at the expiration of the Post Closing Term shall be deemed abandoned by Seller. Seller to pay to Buyer the sum of \$250.00 per day for each day it occupies the Property after Closing for the first 180 days and thereafter at the rate of \$400 per day together with all utilities at the Property, insurance for the contents of the Property, general liability insurance on the Property during the Post Closing Term, and otherwise comply with the Post Closing Occupancy Agreement, attached as Exhibit C.

(j) **“Purchase Price”** shall mean One Million Eight Hundred Fifty Thousand and NO/100 Dollars (\$1,850,000.00).

(k) **Seller and Buyer’s Notice address**

(i) **“Seller’s Notice Address”** shall be as follows, except as same may be changed pursuant to the Notice section herein:

City of Madison Heights	And to:	Larry H. Sherman
Melissa Marsh, City Manager		Sherman & Sherman, PC
300 W 13 Mile Road		30700 Telegraph Road, Ste 3420
Madison Heights MI 48071		Bingham Farms MI 480258
Tel. No.: (248) 583-0829		Tel. No.: (248) 540-3366
Email: melissamarsh@madison-heights.org		Email:
		larryhsherman@shermanpc.com

(ii) **“Buyer’s Notice Address”** shall be as follows, except as same may be changed pursuant to the Notice section herein:

MMD Acquisitions LLC	And to:	Michael J. Thomas
28454 Woodward Avenue		Shaheen, Jacobs & Ross, P.C.
Royal Oak, Michigan 48067		615 Griswold Street, Suite 1425
Tel. No.: (313) 580-2261		Detroit, Michigan 48226
Fax No.: (313) 202-2305		Tel. No.: (313) 963-1301
Email: niko@mmdco.com		Fax No.: (313) 963-1312
		Email: mthomas@sjrlaw.com

2. **Purchase and Sale of the Property.** Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for the Purchase Price.

3. **Payment of Purchase Price.** The Purchase Price to be paid by Buyer to Seller shall be paid by wire transfer of immediately available funds in the amount of the Purchase Price plus or minus prorations, credits and adjustments as provided in Section 4 and elsewhere in this Agreement to Escrow Agent, at the time of Closing, or as otherwise agreed to between Buyer and Seller.

4. **Proration of Expenses and Payment of Costs and Recording Fees.**

(a) Seller shall pay all real property taxes, rollback taxes, personal property taxes, if any, water and sewer use charges and any other charges and assessments that are due and payable by the date of the Closing. Buyer shall pay all real property taxes that are due and payable after the date of the Closing. Seller shall satisfy all assessments that are levied against the Property on or before the date of the Closing, whether due in installments or otherwise, at or before the Closing, without proration such that there shall be no continuing assessments after Closing that were assessed prior to Closing.

(b) Seller shall pay or be charged with the following costs and expenses in connection with this transaction which costs shall be referred to as "Seller's Closing Costs":

(i) 100% of the Owner's Title Insurance Policy premiums, including search costs, but excluding any other endorsements issued in connection with such policies other than endorsements that Seller elects to purchase to cover title issues, if any;

(ii) Any transfer taxes and conveyance fees on the sale and transfer of the Property unless Seller is exempt;

(iii) Broker's commission payments, in accordance with Section 23 of this Agreement;

(iv) All fees relating to the granting and executing the Deed for the Property and recording fees for documents providing for the release of the applicable Property from any existing Seller debt.

(c) Buyer shall pay or be charged with the following costs and expenses in connection with this transaction, which costs shall be referred to as "Buyer's Closing Costs":

(i) Title Insurance policy premiums for any endorsements issued in connection with such policies other than endorsements that Seller elects to purchase to cover title issues, if any;

(ii) Buyer shall pay for the cost of its own survey, environmental assessments and due diligence investigations; and

(iii) Buyer shall pay cost to record the Deed (excluding transfer taxes, if any).

(d) Each party shall pay its own legal fees incidental to the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and one-half of the reasonable escrow and closing fees of the Escrow Agent.

5. **Title.** At Closing, Seller agrees to convey to Buyer fee simple marketable title to the Property by covenant deed, free and clear of all liens, defects of title, conditions, easements, assessments, restrictions, and encumbrances except for Permitted Exceptions (as hereinafter defined). Upon the expiration of the Post Closing Term, Buyer shall receive possession of the Property free and clear of all occupants and/or tenants. Seller and Buyer shall enter into the Post Closing Occupancy Agreement setting forth the parties expectations.

6. **Examination of Property.** Seller and Buyer hereby agree as follows:

(a) Buyer shall order a title commitment (the "**Title Commitment**") from Escrow Agent, a survey and a zoning report for the Property promptly after the date hereof. The Title Commitment shall also commit, at Seller's expense, to delete the so called standard exceptions relative to possession,

construction liens and boundary claims and provide title endorsements, to remove the same, at Seller's cost. At Closing Seller shall cause Title Company to issue a current ALTA owner's form of title insurance policy without standard exceptions, for the Real Property in the amount of the Purchase Price, dated, or updated to, the date of the Closing, insuring, or committing to insure Buyer's good and marketable title in fee simple to the Real Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Buyer and subject only to the Permitted Exceptions (the "**Title Policy**"). All matters shown in the Title Commitment, survey or zoning report ("**Title Matters**") with respect to which Buyer fails to object prior to forty five (45) days after the Effective Date, shall be deemed "**Permitted Exceptions**". However, Permitted Exceptions shall not include any mechanic's lien or any monetary lien, or any mortgage, or other loan documents secured by the Property, (collectively, "**Liens**"). Seller shall be required to cure or remove all Liens (by payment, bond deposit or indemnity acceptable to Escrow Agent and Buyer). Seller shall have no obligation to cure any Title Matter objected to, except as aforesaid, provided Seller notifies Buyer of any objections which Seller elects not to remove or cure within five (5) business days following receipt of Buyer's objections. In the event that Seller refuses to remove or cure any objections, Buyer shall have the right upon written notice to Seller given within ten (10) business days after receipt of Seller's notice, to either: (1) terminate this Agreement and promptly receive a return of the Earnest Money without further action of the parties (thereafter the rights and obligations of the parties hereunder shall terminate); or (2) waive the objections and accept title to the Property subject to the objected items. Notwithstanding anything herein to the contrary, Seller shall pay at closing from the Purchase Price all mortgages and encumbrances, if any, recorded against the Property together with all taxes required hereunder, if any. In the event that Buyer has failed to elect, in writing, either option under subsections (1) and (2) above, then Buyer shall be deemed to have elected option 2. If any matter not revealed in the Title Commitment is discovered by Buyer or by the Escrow Agent and is added to the Title Commitment by the Escrow Agent at or prior to Closing, Buyer shall have until the date of Closing, to provide Seller with written notice of its objection to any such new title exception.

(b) Within twenty one (21) days following the Effective Date, Seller shall provide to Buyer copies of the documents and materials set forth on Exhibit F pertaining to the Property to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel (all of said documents and materials (the "**Due Diligence Materials**"). Seller shall deliver any other documents relating to the Property reasonably requested by Buyer, to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel, within fourteen (14) days following such request. Additionally, during the term of this Agreement, Buyer, its agents and designees, shall have the right to perform whatever due diligence that Buyer deems necessary, including but not limited to, seeking site plan and other governmental approvals for Buyer's proposed development, financial feasibility and the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, and making surveys, mechanical and structural engineering studies, inspecting construction, and conducting any other investigations and inspections as Buyer may reasonably require to assess the condition and suitability of the Property; provided, however, that Buyer shall indemnify and hold Seller harmless from and against any and all claims or damages to the extent resulting from the activities of Buyer on the Property, and Buyer shall repair any and all damage caused, in whole or in part, by Buyer and return the Property to its condition prior to such damage, which obligation shall survive Closing or any termination of this Agreement. Seller shall reasonably cooperate with the efforts of Buyer and the Buyer's representatives to inspect the Property. Upon signing this Agreement, Seller shall provide Buyer with the name of a contact person(s) for the purpose of arranging site visits.

(c) During the Initial Due Diligence Period, Buyer may seek to obtain all necessary entitlements, permits and approvals from applicable governmental authorities and utility companies/authorities (including any necessary utility easements and/or utility agreements) for the development of the Property on terms and conditions acceptable to Buyer in Buyer's sole discretion (collectively, "Buyer's Permits and Approvals"). Seller agrees to cooperate with Buyer and use Seller's reasonable efforts in furtherance of and in connection with any and all applications of Buyer relating in any manner whatsoever to the development of the Property. If necessary, upon the Buyer's request, Seller

agrees to sign, execute and deliver as the current owner, any and all credible documents that may be required to be signed by the current owner to gain any governmental and utility approvals desired or required by Buyer (provided, however, Seller shall not be obligated to incur any costs or expenses or any continuing obligations as a result of any such documents).

(d) Buyer shall have the unconditional right, for any reason or no reason, to terminate this Agreement by giving written notice thereof to Seller and the Escrow Agent prior to the expiration of the Due Diligence Period, as may be extended, in which event this Agreement shall become null and void, the Earnest Money shall be returned to Buyer if Buyer terminated prior to the expiration of the Initial Due Diligence Period, and all rights, liabilities and obligations of the parties under this Agreement shall expire, except as otherwise expressly set forth herein. If Buyer elects to extend the Due Diligence Period, then the Earnest Money shall be non-refundable to Buyer, except in the event of a default by Seller or under Section 7 below.

(e) Seller shall use good faith efforts to obtain estoppel certificates with respect to reciprocal easement agreements, if any, as may be reasonably requested by Buyer.

7. **Risk of Loss/Condemnation.** Upon an occurrence of a casualty, condemnation or taking, Seller shall notify Buyer in writing of same. Until Closing, the risk of loss or damage to the Property, except as otherwise expressly provided herein, shall be borne by Seller. In the event all or any portion of the Property is damaged in any casualty or condemned or taken (or notice of any condemnation or taking is issued), then, Buyer may elect to terminate this Agreement by providing written notice of such termination to Seller within ten (10) business days after Buyer's receipt of notice of such condemnation, taking or damage, upon which termination the Earnest Money shall be returned to the Buyer and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, except as otherwise expressly set forth herein. With respect to any condemnation or taking (of any notice thereof), if Buyer does not elect to cancel this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the awards, if any, for the condemnation or taking, and Buyer shall be entitled to receive and keep all such awards. With respect to a casualty, if Buyer does not elect to terminate this Agreement or does not have the right to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering such Property with respect to such damage or destruction (or pay to Buyer any such proceeds received prior to Closing) and pay to Buyer the amount of any deductible with respect thereto, and Buyer shall be entitled to receive and keep any monies received from such insurance policies.

8. **Intentionally Omitted.**

9. **Default**

(a) In the event of a default by Buyer, Seller shall be entitled to, as its sole and exclusive remedy (after written notice of default to Buyer specifying the nature of such default(s) and the failure of Buyer to cure such default(s) within ten (10) days after such notice), declare this Agreement to be terminated, and Seller shall be entitled to immediately receive all of the Earnest Money as liquidated damages as and for Seller's sole remedy. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein. Seller and Buyer agree that actual damages due to Buyer's default hereunder would be difficult and inconvenient to ascertain and that such amount is not a penalty and is fair and reasonable in light of all relevant circumstances. Seller hereby waives any right to recover the balance of the Purchase Price, or any part thereof, and the right to pursue any other remedy permitted at law or in equity against Buyer.

(b) In the event of a default by Seller, Buyer may, as its sole and exclusive remedy (after written notice of default to Seller specifying the nature of such default(s) and the failure of Seller to cure

such default(s) within ten (10) days after such notice), either: (i) waive any unsatisfied conditions and proceed to Closing in accordance with the terms and provisions hereof; (ii) terminate this Agreement by delivering written notice thereof to Seller no later than Closing, upon which termination the Earnest Money shall be refunded to Buyer; or (iii) enforce specific performance of Seller's obligations hereunder.

Notwithstanding the foregoing, in the event of a willful or intentional default of Seller hereunder which would prevent the relief of specific performance, Buyer shall, in addition to the foregoing remedies, be permitted to pursue any and all rights and remedies available to Buyer at law or in equity; provided, however, in no event shall Seller be liable to Buyer for any punitive or speculative damages .

10. **Closing.** The Closing shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, and delivery by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. Seller shall deliver to Escrow Agent for the benefit of Buyer at Closing the following executed documents:

- (a) A Covenant Deed in the form attached hereto as Exhibit B with an accompanying Real Estate Transfer Tax Valuation Affidavit;
- (b) A Bill of Sale for the Personal Property, if any, in the Title Company's customary form;
- (c) An Assignment of Contracts, Permits, Licenses and Warranties pertaining to the Property, if applicable, in form acceptable to Buyer and originals of any warranties, if any;
- (d) A settlement statement setting forth the Purchase Price, all prorations and other adjustments to be made pursuant to the terms hereof, and the funds required for Closing as contemplated hereunder and a paid receipt for water from the municipal authority responsible for water bills together with a water escrow agreement funded at closing by Seller in the amount of \$1,500;
- (e) All transfer tax statements, declarations and filings as may be necessary or appropriate for purposes of recordation of the deed;
- (f) Good standing certificates, City Council approval and minutes and/or resolutions, as applicable, and such other documents as reasonably requested by Escrow Agent;
- (g) A certificate pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying the non-foreign status of Seller;
- (h) An owner's title affidavit as to mechanics' liens and possession and other matters in customary form reasonably acceptable to Buyer and Escrow Agent in order to issue the Title Policy without standard exceptions;
- (i) Post-Closing Occupancy Agreement executed by Seller and Buyer; and
- (j) Such other instruments as are reasonably required by Escrow Agent to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

Prior to any Closing, Buyer shall deliver to Seller a fully executed Release of Seller from any and all environmental liabilities or obligations related to or arising from the Property, except for any Seller fraud or misrepresentation.

At Closing, Buyer shall instruct Escrow Agent to deliver the Earnest Money to Seller which shall be applied to the Purchase Price, shall deliver the balance of the Purchase Price to Seller and shall execute and deliver execution counterparts of the closing documents referenced in clauses (b), (d) and (i) above. Buyer shall have the right to advance the Closing upon ten (10) days prior written notice to Seller; provided that all conditions precedent to both Buyer's and Seller's respective obligations to proceed with Closing under this Agreement have been satisfied (or, if there are conditions to a party's obligation to proceed with Closing that remain unsatisfied, such conditions have been waived by such party). The Closing shall be held through the mail by delivery of the closing documents to the Escrow Agent on or prior to the Closing or such other place or manner as the parties hereto may mutually agree.

11. **Representations by Seller.** For the purpose of inducing Buyer to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Seller makes

the following representations and warranties to Buyer as of the date hereof. Seller shall similarly advise Buyer of any material change that it becomes aware of between the date hereof and the Closing Date:

(a) Seller is a municipal governmental entity operating as a subdivision of the State of Michigan and to the extent required by law, the State in which the Property is located. Seller has the power and authority to execute and deliver this Agreement and all closing documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. Neither the execution and delivery of this Agreement and all closing documents to be executed by Seller, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Seller or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound;

(b) Seller has not received any written notice of any current or pending litigation, condemnation proceeding or tax appeals affecting the Property and Seller does not have any knowledge of any pending litigation or tax appeals against the Property; Seller has not initiated, nor is Seller participating in, any action for a change or modification in the current subdivision, site plan, zoning or other land use permits for the Property;

(c) Except for Paragraph 11 of the May 30, 2008 "Easement For Ingress and Egress" and the unexecuted January 30, 2003 "Remedial Action Plan" cited therein, Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after the Closing. At Closing, the Property shall not be subject to any claim of lien or special assessment, either recorded or unrecorded, and no improvements to or upon the Property shall be made within 120 days prior to the Closing Date which could give rise to a claim of lien or special assessment;

(d) Except for violations cured or remedied on or before the date hereof, Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and Seller does not have knowledge of any such violations;

(e) Seller has fee simple title to the Property, and as of the Closing, such title will be free and clear of all liens and encumbrances except for Permitted Exceptions. The Property constitutes one or more separate tax parcels for purposes of ad valorem taxation;

(f) To the best of Seller's information, knowledge, and belief, except for the unexecuted January 30, 2003 "Remedial Action Plan" enumerated in Paragraph 11 of the May 30, 2008 "Easement For Ingress and Egress", the Property is not subject to any unrecorded liens, assessments, encumbrances, restrictions, easements, boundary disputes, or agreements or other matters not of record. There are no occupancy rights, leases or tenancies affecting the Property. Neither this Agreement nor the consummation of the transactions contemplated hereby is subject to any first right of refusal or other purchase right in favor of any other person or entity; and apart from this Agreement, Seller has not entered into any written agreements for the purchase or sale of the Property, or any interest therein which has not been terminated;

(g) To the best of Seller's information, knowledge, and belief, except for the reported presence of waste fill on the Property and except as set forth in the environmental reports delivered by Seller to Buyer including the unexecuted Remedial Action Plan dated January 30, 2003, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to the Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage. For purposes of this Subsection, "hazardous substances" shall mean any substance or material which is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws;

(h) To the best of Seller's information, knowledge, and belief, the Property does not contain any gas wells or other wells, underground storage tanks, or sink holes (as defined under federal, state or local law);

(i) A true, correct and complete listing of all warranties, if any, in effect for the Property (the "**Warranties**") will be delivered to Buyer by Seller; and

(j) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code) and Seller will so certify on the date of Closing.

The representations and warranties of Seller shall survive Closing.

12. **Representations by Buyer.** Buyer represents and warrants to, and covenants with, Seller as follows:

(a) Buyer is duly formed, validly existing and in good standing under the laws of Michigan, is authorized to consummate the transaction set forth herein and fulfill all of its obligations hereunder and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement has been duly authorized by all requisite corporate or other required action on the part of Buyer and is the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

(b) Buyer acknowledges that contamination of the Property has been disclosed in the unexecuted, proposed January 30, 2003 "Remedial Action Plan". Buyer agrees that such contamination shall be managed by Buyer according to all applicable State of Michigan requirements.

(c) The representations and warranties of Buyer shall survive Closing.

13. **Conditions Precedent to Buyer's Obligations.** Buyer's obligation to pay the Purchase Price, and to accept title to the Property, shall be subject to compliance by Seller with the following conditions precedent on and as of the date of Closing, which may be waived in writing in Buyer's sole discretion:

(a) Seller shall deliver to Buyer on or before the Closing the items set forth in Section 10 above;

(b) Buyer shall receive from Escrow Agent or any other title insurer approved by Buyer in its judgment and discretion, a current ALTA owner's form of title insurance policy without standard exceptions, for the Real Property in the amount of the Purchase Price, dated, or updated to, the date of the Closing, insuring, or committing to insure Buyer's good and marketable title in fee simple to the Real Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Buyer pursuant to Section 6 hereof and subject only to the Permitted Exceptions (the "Title Policy"); and

(c) The representations and warranties of Seller contained in this Agreement shall have been true when made and shall be true in all material respects at and as of the date of Closing as if such representations and warranties were made at and as of Closing, and Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing.

In the event that any of the foregoing condition precedent have not been satisfied as of Closing, Buyer shall have, in its sole discretion, the right, in addition to all other remedies under this Agreement, to terminate this Agreement by delivering written notice thereof to Seller no later than that date which is fifteen (15) days after the date scheduled for Closing, upon which termination the Earnest Money shall be refunded to Buyer.

14. **Conditions Precedent to Seller's Obligations.** Seller's obligation to deliver title to the Property shall be subject to compliance by Buyer with the following conditions precedent on and as of the date of Closing:

(a) Buyer shall deliver to Escrow Agent on the Closing Date the remainder of the Purchase Price, subject to adjustment of such amount pursuant to Section 2 hereof; and

(b) The representations and warranties of Buyer contained in this Agreement shall have been true when made and shall be true in all material respects at and as of the date of Closing as if such representations and warranties were made at and as of the Closing, and Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

15. **Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date: (i) delivered by electronic mail (e.g. email), (ii) delivered in person, (iii) deposited in the United States mail, registered or certified, return receipt requested, or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Section 1, or at such other addresses as specified by written notice delivered in accordance herewith. Notwithstanding the foregoing, Seller and Buyer agree that notice may be given on behalf of each party by the counsel for each party and notice by such counsel in accordance with this Section 15 shall constitute notice under this Agreement.

16. **Operation of Property Pending Closing.** Seller agrees that it: (a) shall continue to operate and manage the Property in the same manner in which Seller has previously operated and managed the Property; (b) shall, subject to Section 7 hereof, any governmental order or directive and reasonable wear and tear, maintain the Property in the same condition as exists on the date hereof; and (c) shall not, without Buyer's prior written consent, which may be withheld in Buyer's sole discretion: (i) enter into any lease, license agreement or other agreement with respect to the Property which will continue beyond Closing; and/or (ii) cause, permit or consent to an alteration of the premises demised thereunder (unless such consent is non-discretionary). Seller shall promptly inform Buyer in writing of any material event adversely affecting the ownership, use, occupancy or maintenance of the Property, whether insured or not.

17. **Performance on Business Days.** A "business day" is a day which is not a Saturday, Sunday or legal holiday recognized by the Federal Government. Furthermore, if any date upon which or by which action is required under this Agreement is not a business day, then the date for such action shall be extended to the first day that is after such date and is a business day.

18. **Entire Agreement/Survival.** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. No prior agreement or understanding pertaining to the subject matter hereof shall be valid or of any force or effect from and after the date hereof. This Agreement shall survive all documents of closing and is enforceable despite the exchange of deed and other documents of title as called for herein.

19. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, at any time or to any extent, then the remainder of this

Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law

20. **AS-IS Purchase.** Buyer hereby acknowledges, understands and agrees that it has an opportunity to inspect the Property as set forth in Section 6 herein, and except as set forth in this Agreement and documents delivered at Closing, the Property shall be conveyed at Closing to Buyer in “as-is” condition with no representation or warranties whatsoever.

21. **Applicable Law.** This Agreement shall be construed under the laws of the State of Michigan, without giving effect to any state's conflict of laws principles.

22. **Tax-Deferred Exchange.** Either party may consummate this transaction as part of a tax free exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended. Both parties shall reasonably cooperate with each other in connection therewith provided there shall be no cost or liability to the party not effectuating the tax free exchange.

23. **Broker's Commissions.** Buyer and Seller each hereby represent that, except for the Broker listed herein, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall be responsible for payment of commissions to the Broker pursuant to a separate written agreement executed by Seller. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party (except that Buyer shall have no obligations hereunder with respect to any claim by Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement.

24. **Assignment.** Buyer may freely assign its rights under this Agreement to a related entity upon written notice to Seller, together with a copy of such assignment and assumption by the assignee, provided that Buyer shall not be relieved of its obligations under this Agreement until after Closing, otherwise Buyer may assign with Seller's consent, which consent shall not be unreasonable withheld, conditioned or delayed. Seller may not assign this Agreement unless it is in connection with a sale of substantially all assets of Seller.

25. **Attorneys' Fees.** In any action between Buyer and Seller as a result of failure to perform or a default under this Agreement, the prevailing party shall be entitled to recover from the other party, and the other party shall pay to the prevailing party, the prevailing party's reasonable attorneys' fees and disbursements and court costs incurred in such action.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement which are transmitted by electronically shall be valid for all purposes, however any party shall deliver an original signature on this Agreement to the other party upon request.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

MMD ACQUISITION LLC

SELLER:

CITY OF MADISON HEIGHTS

By: _____

Name: Nikolaos Moschouris

Title: Manager

Date: _____

By: _____

Name: Melissa Marsh

Title: City Manager, City of Madison Heights

Date: _____

EXHIBITS

Exhibit A	-	Real Property
Exhibit B	-	Form of Covenant Deed
Exhibit C	-	Post-Closing Occupancy Agreement
Exhibit D	-	Intentionally Omitted
Exhibit E	-	Intentionally Omitted
Exhibit F	-	Due Diligence Materials

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
SUBJECT TO VERIFICATION BY CERTIFIED SURVEY AND TITLE
COMMITMENT**

The land referred to in this commitment is described as follows: City of Madison Heights, County of Oakland, State of Michigan

North 3 acres of the South 6 acres of Northwest 1/4 of Southwest 1/4 EXCEPT East 690 feet, also part of the Northwest 1/4 of Southwest 1/4 beginning at Southwest Section corner, Section 12, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan; thence East 672.60 feet; thence North 95.90 feet; thence West 672.20 feet; thence North 95.90 feet to beginning, also part of Southwest 1/4 of Southwest 1/4 beginning at point distant North 00 degrees 10 minutes 00 seconds East, 1205.19 feet from Southwest Section corner; thence North 00 degrees 10 minutes 00 seconds East 80.39 feet; thence South 89 degrees 29 minutes 00 seconds East, 1374.18 feet; thence South 00 degrees 26 minutes 00 seconds West 79.89 feet; thence North 89 degrees 58 minutes 00 seconds West 1373.81 feet to beginning,

EXCEPT West 60 feet of each taken for Road, ALSO EXCEPT part of the Southwest 1/4 beginning at point distant South 00 degrees 02 minutes 18 seconds West 1161.72 feet and South 89 degrees 51 minutes 16 seconds East 60 feet from West 1/4 corner; thence South 89 degrees 51 minutes 16 seconds East 613.92 feet; thence South 00 degrees 18 minutes 28 seconds East 14.24 feet; thence North 89 degrees 50 minutes 41 seconds West 614 feet; thence North 00 degrees 02 minutes 18 seconds East 14.14 feet to beginning.

EXHIBIT B

FORM OF

COVENANT DEED

_____ (“**Grantor**”), whose address is _____, hereby
sells, conveys, grants, and bargains to _____ (“**Grantee**”), whose address is
_____, the premises situated in the City of _____, County of _____,
State of Michigan, more specifically described as:

See Exhibit “A” hereto

together with all of Grantor’s right, title and interest in and to all improvements, fixtures, easements, and appurtenances associated with such real estate (the “**Property**”), for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Exhibit B hereto, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Signature page follows]

[SIGNATURE PAGE TO COVENANT DEED]

IN WITNESS WHEREOF, Grantor has caused this Covenant Deed to be executed and delivered
as of _____ 2022.

GRANTOR:

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)

_____ COUNTY)

The foregoing instrument was acknowledged before me on _____,
by _____,

the _____, (title of authorized signer) of
_____, a on the entity's behalf.

(Name of notary, typed or printed in black ink)

Notary Public, _____ County

Acting in _____ County

My commission expires _____.

When recorded return to:
Grantee

Send subsequent tax bills to:
Grantee

Drafted by:
Grantor

Tax Parcel

Exhibit A

Legal Description

Exhibit B

Permitted Exceptions

EXHIBIT C

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (the "Agreement") is made this ____ day of _____, 2022, by and between MMD Acquisitions LLC, a Michigan limited liability company, at 28454 Woodward Avenue, Royal Oak, Michigan 48067 ("Buyer"), and City of Madison Heights, residing at 300 W 13 Mile Road, Madison Heights, MI 48071 ("Seller").

WHEREAS, Seller and Buyer have entered into an Agreement For Purchase And Sale Of Real Property dated _____, 2022 (the "Contract") for certain property set forth in the Contract (the "Property") providing that the closing is to occur on the date set forth in the Contract; and

WHEREAS, Seller wishes to retain, and Buyer has agreed to permit Seller to have, possession of the Property subsequent to the Closing upon the terms and conditions herein described.

NOW THEREFORE, for good and valuable consideration, Seller and Buyer covenant and agree as follows:

1. **No Landlord-Tenant Relationship.** This Agreement does not create a Landlord-Tenant relationship between Seller and Buyer.
2. **Possession.** Upon full execution of this Agreement, Seller shall be permitted to remain in possession of the Property ("Possession") from the actual date of closing (the "Closing Date"), until August 31, 2023, unless sooner terminated in accordance with this Agreement (the "Termination Date"). Seller may elect upon sixty (60) days prior written notice to Buyer, to elect to terminate occupancy early or to extend the occupancy and the Termination Date for a period of up to 60 days. The period of time from the Closing Date until the Termination Date as shortened or extended as provided herein, shall be referred to as the "Term". Nothing contained herein shall impose any duty on Buyer, whether express or implied, to permit Seller to remain in Possession after the Termination Date. Seller shall have no right to remain in Possession after the Termination Date
3. **Per day Occupancy Fee.** On the first day of the Term for any partial month and on the first day of each calendar month thereafter for the full month, Seller shall pay Buyer, in advance and without notice or offset, as compensation for occupying the Property, a post-closing occupancy fee ("PCOF") at the rate of \$250.00 per day it occupies the Property after Closing for the first 180 days and thereafter at the rate of \$400 per day during the Term.
4. **Buyer's Right of Inspection.** Seller shall vacate the Property on or before the Termination Date and upon sixty (60) days prior written notice to Buyer. For all the purposes of this Agreement, Seller shall not be deemed to have vacated the Property until Seller: (1) gives sixty (60) days written notice to Buyer; (2) delivers the Property to Buyer in substantially the same condition as existed on the Closing Date, reasonable wear and tear excepted; (3) deliver all keys to Buyer and (4) removes all of Seller's personal property from the Property. Buyer shall have the right to inspect the Property to ensure compliance with this Agreement (the "Final Inspection"). The Final Inspection shall take place on the Termination Date.
5. **Utilities and Other Expenses - Ordinary Maintenance and Repair.** Until Seller vacates the Property, Seller shall be responsible for and pay all utility charges and service contracts, including but not limited to all refuse collection, lawn, landscaping, snow removal, gas, electricity, telephone, water, and security system charges. Buyer shall not be liable for any loss or damage resulting from outages, interruptions or fluctuations in utilities.

6. **Compliance with Laws.** Seller shall comply with the requirements of all laws, orders, ordinances and regulations of any competent authority imposing any duty of Seller with respect to Seller's use or occupancy of the Property.

7. **Insurance.**

(a) Buyer shall obtain and maintain property and casualty insurance coverage on the Property. Seller acknowledges that its personal property is not insured under buyer's insurance coverage and Seller accepts full responsibility for any loss incurred.

(b) During the Term, Seller shall obtain and maintain comprehensive personal liability insurance against bodily injury and property damage with minimum limits of \$2,000,000. Seller shall deliver evidence of the foregoing coverage, and receipts evidencing payment of the premium for such coverages, to Buyer. The insurance policy required under this Section shall name Buyer as additional insured or as having an additional interest. The representations and obligations contained in this Section shall not merge and shall survive the transfer of title to the Property.

8. **Indemnification.** To the fullest extent permitted by applicable law, without regard to the lapse, cancellation, failure or disclaimer of the insurance policy(ies) referred to in Section 7 above, Seller shall indemnify Buyer from and against any and all liability and shall hold Buyer harmless from and shall pay any claims, damages, loss, cost or expense (including without limitation, reasonable legal fees and disbursements, court costs, the cost of appellate proceedings and any other reasonable costs of litigation) which Seller incurs arising out of or in connection with bodily injury or property damage occurring to any person or persons, including but not limited to Seller, its guests, licensees and invitees, occurring during the Term and within or on any portion of the Property, regardless of the cause, excepting only events of injury or damage caused by the willful misconduct or negligence of Buyer, Buyer's agents, contractors, employees, invitees, guests and permittees or by any environmental condition of the Property unless caused by Seller.

9. **Seller's Obligations.** Seller's obligations hereunder shall continue until they vacate the Property.

10. **Waiver of Jury Trial; No counterclaims or setoffs.** The parties mutually waive trial by jury in any action or proceeding commenced by them concerning the terms of this Agreement. In any proceeding by Buyer to obtain possession of the Property, Seller shall have no right to assert any counterclaims or setoffs.

11. **Miscellaneous.**

(a) This Agreement represents the complete agreement of the parties concerning the granting of post-closing occupancy of the Property to Seller. No oral agreements or promises will be binding. If any of the terms or conditions of this Agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this Agreement.

(b) The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of laws.

(c) This Agreement shall inure to the benefit of the parties hereto and bind their respective heirs, successors and assigns, except as otherwise provided herein. The rights of possession hereunder are personal to Seller and may not be assigned, nor may the Property be sublet. Any assignment shall be absolutely null and void and constitute a breach of this Agreement such that Buyer shall, at Buyer's option, have the right to terminate this Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted electronically and the parties intend that electronically or facsimile transmitted signatures constitute original signatures and are binding on the parties.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the date(s) set forth below.

“Seller”:

By: [to be executed at Closing]

Its: _____

Dated: _____, 2022

“Buyer”:

By: [to be executed at Closing]

Its: _____

Dated: _____, 2022

EXHIBIT F

DUE DILIGENCE MATERIALS

Seller shall provide to Buyer copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel:

- A copy of all surveys and site plans of the Property, including without limitation any as-built survey obtained or delivered to tenants of the Property in connection with its construction;
- A copy of all architectural plans and specifications and construction drawings and contracts for improvements located on the Property;
- A copy of Seller's title insurance commitments and prior policies relating to the Property;
- A copy of the certificate of occupancy (or local equivalent) and zoning reports for the Property; and of all governmental permits/approvals;
- A copy of all environmental, engineering and physical condition reports for the Property;
- Copies of the Property's real estate tax bills for the current and prior two (2) tax years or, if the Property has been owned by Seller for less than two (2) tax years, for the period of ownership;
- The operating statements of the Property for the twenty four (24) calendar months immediately preceding the Effective Date or if the Tenant has been operating for less than twenty-four (24) months, for the period of operation;
- Copies of all service contracts, utility bills and insurance policies which affect the Property, if any;
- A copy of all warranties relating to the improvements constructed on the Property, including without limitation any roof warranties; and
- A written inventory of all items of personal property to be conveyed to Buyer, if any

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

MEMORANDUM

DATE: May 2, 2022

TO: Melissa R. Marsh, City Manager

FROM: Sean P. Ballantine, Public Works Supervisor
R. Corey Almas, Director of Public Services

SUBJECT: Bid Award for DPS Tree Trimming and Removal Services

For the last eight years, Branch Tree Service, of Warren, Michigan, has been the City's tree contractor for general trimming and removal services. These services entail removal of dead or declining hazardous trees, emergency removals or trimming due to storm or vehicle damage, pre-construction removals, and identified sectional maintenance pruning in conjunction with DPS crews. During their tenure, they have proven themselves to be a reputable and reliable firm, providing an excellent quality of work on behalf of the City, and receiving many compliments from our residents and staff. Unfortunately, Branch informed us that with rising costs due to inflation, they were unable to continue at current pricing, and were exercising the cancellation clause of the contract.

In response, Staff prepared Invitation To Bid (ITB) #MH-1057 for Tree Trimming and Removal Services. 21 vendors downloaded the bid documents, and two sealed bids were received by the deadline, Branch Tree Service, and Limb Walkers Tree and Snow. Upon tabulation of the proposed pricing, including a cost analysis based on historic work quantities, Limb Walkers is the lowest responsible bidder. Reference checks came back highly positive, and every reference I spoke to indicated that they would not hesitate to either continue using or rehire Limb Walkers.

Based on their pricing, and highly positive reference checks, Staff and I recommend that Council award a three-year contract (with two one year extension options) for DPS Tree Trimming and Removal Services to Limb Walkers Tree and Snow, of Avoca, Michigan, at the unit prices specified. Funding is budgeted and available.

Department of Public Services

City of Madison Heights

801 Ajax Drive

Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

CITY OF MADISON HEIGHTS ITB #1057

TREE CARE AND REMOVAL SERVICES

- ☐ INDEMNIFICATION/HOLD HARMLESS ENCLOSED?
- ☐ NON-COLLUSION AFFIDAVIT ENCLOSED?
- ☐ REFERENCES ENCLOSED?
- ☐ ADDENDUM RECEIVED FROM WWW.MITN.INFO (IF ISSUED)
- ☐ BID PRICING PAGES ENCLOSED?

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendums as issued.

Company Name: Limb Walkers tree & snow

Company Street Address: 10073 Byrne Rd

City: Avon

State: MI

Zip: 48006

Phone Number: 810-304-4665

FAX Number: _____

Email: limb_walker@yahoo.com

Bid Submitted By: Samantha Cantlin

Authorized Signature: Samantha Cantlin

NOTE:

Endorse Envelope: "ITB 1057 Tree Care and Removal Contract"

If bid proposal is mailed, address to:

City Clerk's Office
City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, MI 48071

ITB #1057 - REFERENCES

NOTE: **Three references** from the metro-Detroit area where bidder has engaged in similar work as proposed under this contract **shall be supplied**. References must include: Name of firm, contact person and title address, telephone number, and email. Bids submitted without this information may be declared as non-responsive and incomplete and the bid removed from consideration. The City of Madison Heights requires that your company list at least three (3) clients who have recently had similar work performed by your company.

Company: City of Port Huron

Address: _____

Phone: 710-987-6000 Contact: Robert Newkirk

Company: City of Warren

Address: _____

Phone: Dale Walker Contact: 586-759-9270

Company: City of Dearborn

Address: _____

Phone: 313-719-0477 Contact: Scott Rucier

Company: City of Brighton

Address: _____

Phone: 248-231-8567 Contact: Daren Collins

Company: City of Sandusky

Address: _____

Phone: 810-404-1054 Contact: DPW

Company: City of St Clair Shores

Address: _____

Phone: 586-445-5364 Contact: Paul Kosiarz

ITB #1057 - RESOURCES

Do you have Certified pesticide applicators on staff? yes

Do you have an IPM division or department? yes

Please list the number of employees on your staff:

11

Please list an inventory of your equipment:

please see attached business resume for
trimming & removal equipment list

for IPM division:

200 gallon tow behind

300 gallon side in unit

ITB #1057 - RESOURCES

Any exceptions, substitutions, deviations, etc. from the City of Madison Heights specifications and this proposal shall be stated below. The reason(s) for the substitution, deviation, etc. are an integral part of this bid.

arborist consulting hourly - \$200

IPM consulting hourly - \$100

herbicide/pesticide application - \$200 hour

ITB #1057 - PRICING PAGE "A"

TREE REMOVAL, STUMPING, CLEAN-UP, AND RESTORATION

Pricing to be all inclusive for entire process of removal, stumping, disposal, clean-up and restoration of tree size indicated.

WORK TYPE	FY 22/23	FY 23/24	FY 24/25	FY 25/26*	FY 26/27*
TREE SIZE (1-10") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	200	215	230	245	260
TREE SIZE (11-17") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	450	500	550	600	650
TREE SIZE (18-24") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	800	800	900	1000	1100
TREE SIZE (25-30") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	1100	1200	1300	1400	1500
TREE SIZE (31-35") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	2300	2300	2400	2500	2600
TREE SIZE (36-40") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	3200	3300	3300	3400	3500
TREE SIZE (40+") REMOVAL, STUMPING, CLEAN-UP, AND TOPSOIL & SEED (TOTAL PRICE)	3500	3600	3700	3800	3800

*Contractors must bid 3 years at a minimum. FY 25/26 and 26/27 and thereafter would be upon extension of the contract upon mutual agreement of the parties.

ITB #1057 PRICING PAGE "B" TRIMMING WORK (HOURLY RATE)					
Hourly Pricing to be all inclusive – labor, equipment and disposal					
WORK TYPE	FY 22/23	FY 23/24	FY 24/25	FY 25/26*	FY 26/27*
TRIMMING - (2 MEMBER CREW) - INCLUDES AERIAL TRUCK, CHIPPER, SAWS, ALL EQUIPMENT, TRAFFIC CONTROL DEVICES, ETC...	190	190	190	210	215
TRIMMING - (3 MEMBER CREW) - INCLUDES AERIAL TRUCK, CHIPPER, SAWS, ALL EQUIPMENT, TRAFFIC CONTROL DEVICES, ETC...	230	230	300	350	350
TRIMMING - (4 MEMBER CREW) - INCLUDES AERIAL TRUCK, CHIPPER, SAWS, ALL EQUIPMENT, TRAFFIC CONTROL DEVICES, ETC...	400	400	400	450	450
TRIMMING - (5 MEMBER CREW) - INCLUDES AERIAL TRUCK, CHIPPER, SAWS, ALL EQUIPMENT, TRAFFIC CONTROL DEVICES, ETC...	450	450	500	500	500

*Contractors must bid 3 years at a minimum. FY 25/26 and 26/27 and thereafter would be upon extension of the contract upon mutual agreement of the parties.

ITB #1057 PRICING PAGE "C" STUMP REMOVAL AND RESTORATION (HOURLY RATE)					
Hourly Pricing to be all inclusive – labor, equipment and disposal					
WORK TYPE	FY 22/23	FY 23/24	FY 24/25	FY 25/26*	FY 26/27*
STUMP REMOVAL AND RESTORATION - (1 MEMBER CREW) - INCLUDES STUMPER, SAWS, ALL EQUIPMENT, QUALITY TOP SOIL AND SEED TRAFFIC CONTROL DEVICES, ETC.	50	60	70	80	90
STUMP REMOVAL AND RESTORATION - (2 MEMBER CREW) - INCLUDES STUMPER, SAWS, ALL EQUIPMENT, QUALITY TOP SOIL AND SEED, TRAFFIC CONTROL DEVICES, ETC.	75	80	85	90	95
ADDITIONAL CREW MEMBER RATE	55	60	65	70	75

*Contractors must bid 3 years at a minimum. FY 25/26 and 26/27 and thereafter would be upon extension of the contract upon mutual agreement of the parties.

ITB #1057 PRICING PAGE "D" EMERGENCY SERVICES (HOURLY RATE)					
Hourly Pricing to be all inclusive – labor, equipment, supplies and disposal as necessary					
WORK TYPE	FY 22/23	FY 23/24	FY 24/25	FY 25/26*	FY 26/27*
EMERGENCY SERVICES RATE – INCLUDES AFTER HOURS, WEEKENDS, AND HOLIDAY WORK AS REQUIRED (TREE REMOVAL)	\$90 Per man per hour	100 Per man per hour	110 Per man per hour	125 Per man per hour	135 Per man per hour
EMERGENCY SERVICES RATE – INCLUDES AFTER HOURS, WEEKENDS, AND HOLIDAY WORK AS REQUIRED (TREE TRIMMING)	90 Per man per hour	100 Per man per hour	110 Per man per hour	125 Per man per hour	135 Per man per hour
EMERGENCY SERVICES RATE – INCLUDES AFTER HOURS, WEEKENDS, AND HOLIDAY WORK AS REQUIRED (STUMPING AND RESTORATION)	90 Per man per hour	100 Per man per hour	110 Per man per hour	125 Per man per hour	135 Per man per hour
EMERGENCY SERVICES RATE – INCLUDES AFTER HOURS, WEEKENDS, AND HOLIDAY WORK AS REQUIRED (CHIPPING BRUSH)	90 Per man per hour	100 Per man per hour	110 Per man per hour	125 Per man per hour	135 Per man per hour

*Contractors must bid 3 years at a minimum. FY 25/26 and 26/27 and thereafter would be upon extension of the contract upon mutual agreement of the parties.

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN)
)
COUNTY OF St. Clair)

Samantha Cantlin being duly sworn deposes and says:

1. That he/she is owner of the Company/Corporation making the foregoing proposal or bid.
2. That the bid is genuine and not collusion or sham.
3. That the 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 any overhead profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the City of Madison Heights or any person interested in the proposed contract.
4. That all statements contained in the proposal or bid are true.

Further deponent sayeth not.

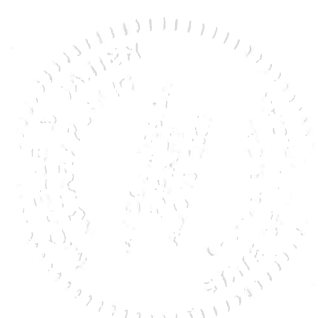
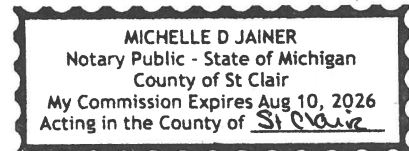
By: Samantha Cantlin
(Signature of person submitting bid)

Subscribed and sworn to before me
This 13 day of April, 2022

Michelle D Jainer

_____, Notary Public
St. Clair County, Michigan

My Commission Expires: August 10, 2024



THIS DOCUMENT SHALL BE RETURNED WITH YOUR BID PROPOSAL.

**INDEMNIFICATION, DEFEND AND
HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That Limb Walkers Tree & Snow
(Contractor/Company) by and through Samantha Cantlin (Individual)
its owner (Title) has entered into a Contract with
the City of Madison Heights, 300 West Thirteen Mile Road, Madison Heights, Michigan, 48071, a Michigan
Municipal Corporation, hereinafter called the "City", for Tree Care and Removal Services (Nature of Contract),
wherein the Contractor/ Company agrees as follows (project description): **"Madison Heights Tree Care and
Removal Services"**.

This Indemnification, Defend and Hold Harmless Agreement applies to and concerns all activities arising,
directly or indirectly, from that project. The Contractor/Company agrees as follows:

The Contractor/Company shall indemnify and save harmless the City of Madison Heights including all elected
and appointed officials, all employees and volunteers, all boards, commissioners, all consultants and /or
authorities and their board members, employees, and volunteers for and from all claims, demands, payments,
suits, actions, recoveries and judgments for or on account of any personal injuries or damages to property
received or sustained by any person or persons whomsoever by reason of any act or omission of the
Contractor/Company, its agents, servants, or subcontractors, in the performance of the work, or by or in
consequence of any negligence or carelessness in connection with the same or on account of the death of or
injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on
account of liability or obligation imposed directly or indirectly upon the City of reason of any law of the State of
Michigan or the United States, now existing or which shall hereafter be enacted, imposing any liability or
obligation, or providing for compensation to any person or persons on account of or arising from the death of, or
injuries to employees.

The Contractor/Company shall pay, settle, compromise and procure the discharges of any and all such claims
and all such losses, damages, expenses, liabilities and obligations and shall defend at its own cost and expense
any and all claims, demands, suits and actions made or brought against the City for or upon any such claim. In
case the Contractor/Company shall fail, neglect or refuse to comply with any of the provisions of this paragraph,
the City may, in order to protect itself from liability, defend any such claim, demand, suit, or action and pay,
settle, compromise and procure the discharge thereof, in which case the Contractor/Company shall repay to the
City any and all such loss, damage and expense, including attorney's fees paid, suffered, or incurred by the City
in so doing.

So much of the monies due or to become due to the Contractor/Company under this Agreement as shall be
deemed necessary by the City Attorney with the advice of the Architect/Engineer or Project Supervisor shall or
may be retained by the City until every and all such claims, demands, suits, actions, recoveries, judgments,
liabilities and obligations have been settled and discharged and evidence to that effect furnished to the City or
the City may collect the same in whole or in part in any other lawful manner from said Contractor/Company.

IN WITNESS WHEREOF, the parties have hereunto signed this Indemnification, Defend and Hold Harmless Agreement on this 13th day of April, 2022

WITNESS:

“CONTRACTOR/COMPANY”

[Signature]

By: Samantha Cantlin

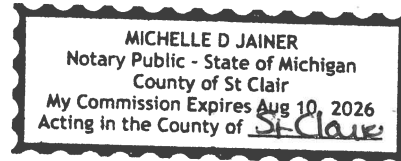
Title: owner

Subscribed and sworn to before me

This 13 day of April, 2022

Michelle D Jainer
_____, Notary Public
St Clair County, Michigan

My commission expires: August 10, 2026





Qualifications

- 10 years experience & knowledge
- CDL drivers
- Powerline clearance certified Arborists
- CPR and first aid certified
- Aerial rescue training
- Directional pruning training
- Tree growth patterns & Damaged tree care
- Contract climbing with ropes, knots, spikes, etc
- Annual aerial lift inspections and Dielectric testing

BACKGROUND & EXPERIENCE

WE ARE A MA AND PA SMALL BUSINESS AND HAPPILY OWN THE COMPANY TOGETHER. JACOB IS A MARINE VETERAN WHO DID TWO TOURS IN AFGHANISTAN. HE THEN WAS WORKING FOR ASPLUNDH IN TENNESSEE DOING LINE CLEARANCE. JACOB LEFT ASPLUNDH AND DECIDED TO TRAVEL THE US AS A CONTRACT CLIMBER FOR TREE COMPANIES. WHEN JACOB AND SAMANTHA MET JACOB WAS WORKING AS AN OPERATIONS MANAGER AT A TREE COMPANY AND SAMANTHA WAS A REGISTERED DENTAL ASSISTANT GOING TO SCHOOL FOR NURSING. WE DECIDED TO STOP WHAT WE WERE DOING AND OPEN UP OUR OWN COMPANY TOGETHER.

EQUIPMENT

- ❖ 2013 Peterbuilt 80 yard grapple truck with grapple saw
- ❖ 1988 International Grapple truck
- ❖ 2002 gmc 7500 hi- ranger bucket truck 60ft
- ❖ 2006 International 4300 bucket truck 60 ft
- ❖ 2011 international c750 bucket truck 75 ft
- ❖ 1995 International 4000 bucket truck 60ft
- ❖ 2020 baumalight mini skid
- ❖ 2019 ctx100 vermeer mini skidsteer
- ❖ 2020 vermeer wood chipper
- ❖ 2001 morbark thunder wood chipper
- ❖ 1992 bandit 250 chipper
- ❖ 2020 sc382 vermeer stump grinder
- ❖ 2021 Ram 5500 dually w/dump bed
- ❖ 2021 F550 dually w/ dump bed
- ❖ 2020 Ram 2500
- ❖ 2 dump trailers, multiple equipment trailers

PRIMARY CONTACT

Limb Walkers Tree & Snow

limb_walker@yahoo.com

Samantha Cantlin

Jacob Cantlin

(810)304-4665

10073 Bryce Rd,

Avoca, MI, 48006

LICENSING & INSURANCE

Business License

EIN# 85-0695586

Liability insurance

Workmans Comp

CITY REFERENCES

City of Port Huron- Robert Newkirk (810)987-6000

City of Sandusky-Sandusky DPW (810)404-1054

City of St Clair Shores- Paul Kosiara- (586)445-5364

City of Dearborn- Scott Racer- (313)719-0477

City of Brighton- Daren Collins- (248)231-8567

City of Warren- Dale Walker-(586)759-9270

SPECIAL OFFERS

For every 5 signed contract referrals we will mow your lawn for free for a full year!

Share & Tag a photo on facebook of our trucks or crew in your neighborhood and receive a \$25 gift card to meijer

Senior Discounts

Military Discount

*RESIDENTIAL
*COMMERCIAL
*MUNICIPAL

Veteran
Owned

Free Estimates

Limb Walkers Tree & Snow

Jacob Cantlin
Samantha Cantlin
Tyler Krueger
(810)304-4665

limb_walker@yahoo.com

Limb Walkers Tree
& Snow

"We go out on a limb for you"



* TREE SERVICES
* SNOW SERVICES
* LAWN SERVICES
(810)304-4665

Licensed &
Insured

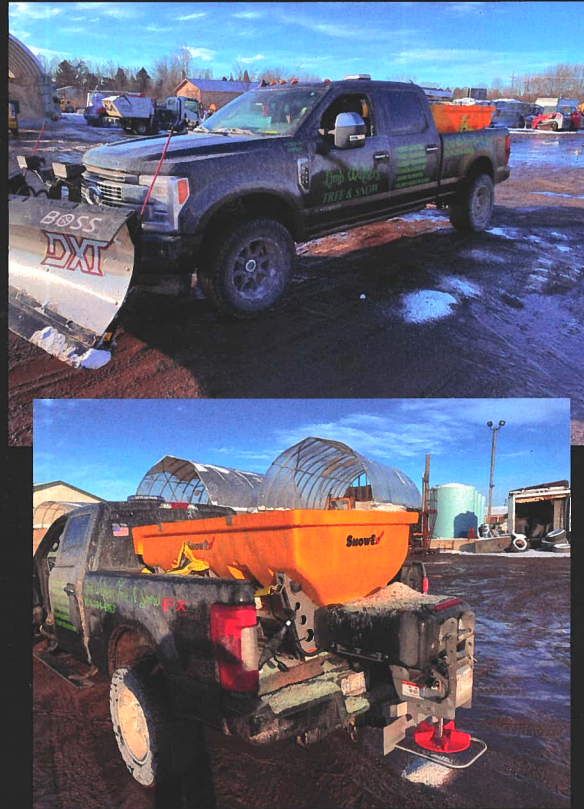
<https://www.facebook.com/limbwalkerstreesnow/>

TREES

- *TREE REMOVALS
- *TREE TRIMMING
- *STUMP GRINDING
- *SITE CLEARING
- *EMERGENCY SERVICES
- *STORM CLEAN-UP
- *FIREWOOD
- *WOOD CHIPS



SNOW



- *SNOW PLOWING
- *SNOW REMOVAL
- *SALTING
- *PET FRIENDLY SALTING
- *SHOVELING

LAWN



- *MOWING
- *FALL CLEAN-UP
- *SPRING CLEAN-UP
- *FLOWERBEDS
- *EDGING
- *STORM CLEAN-UP



ITB #1057 Tree Trimming and Removal - Bid Tabulation

Item	LimbWalkers	Branch	Notes/Comments
Tree 1-10	\$ 200.00	\$ 450.00	
Tree 11-17	\$ 450.00	\$ 780.00	
Tree 18-24	\$ 800.00	\$ 1,550.00	
Tree 25-30	\$ 1,100.00	\$ 1,790.00	
Tree 31-35	\$ 2,300.00	\$ 1,900.00	
Tree 36-40	\$ 3,200.00	\$ 3,200.00	
Tree 40+	\$ 3,500.00	\$ 4,200.00	
Trim per Hour (2)	\$ 190.00	\$ 180.00	
Trim per Hour (3)	\$ 230.00	\$ 240.00	
Trim per Hour (4)	\$ 400.00	\$ 300.00	
Trim per Hour (5)	\$ 450.00	\$ 360.00	
Stump (1)	\$ 50.00	\$ 105.00	
Stump (2)	\$ 75.00	\$ 200.00	
Stump (+)	\$ 55.00	\$ 50.00	
Emergency Remove	\$ 90.00	\$ 130.00	Branch rate is based on crew leader and additional personnel, hourly rate. Add \$100 each for additional crew. LimbWalkers based on per man, per hour.
Emergency Trim	\$ 90.00	\$ 130.00	
Emergency Stump	\$ 90.00	\$ 120.00	
Emergency Chipping	\$ 90.00	\$ 120.00	

(#) = crew size

ITB #1057 Tree Trimming and Removal - Cost Analysis/Comparison

Item	Quantity	LimbWalkers	Total	Branch	Total	Notes/Comments
Tree 1-10	0	\$ 200.00	\$ -	\$ 450.00	\$ -	This size is typically handled in-house.
Tree 11-17	16	\$ 450.00	\$ 7,200.00	\$ 780.00	\$ 12,480.00	
Tree 18-24	11	\$ 800.00	\$ 8,800.00	\$ 1,550.00	\$ 17,050.00	
Tree 25-30	14	\$ 1,100.00	\$ 15,400.00	\$ 1,790.00	\$ 25,060.00	
Tree 31-35	6	\$ 2,300.00	\$ 13,800.00	\$ 1,900.00	\$ 11,400.00	
Tree 36-40	1	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	
Tree 40+	1	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00	\$ 4,200.00	
Trim per Hour (2)	201	\$ 190.00	\$ 38,190.00	\$ 180.00	\$ 36,180.00	Trim crews are almost always 2-3 people.
Trim per Hour (3)		\$ 230.00	\$ -	\$ 240.00	\$ -	
Trim per Hour (4)		\$ 400.00	\$ -	\$ 300.00	\$ -	
Trim per Hour (5)		\$ 450.00	\$ -	\$ 360.00	\$ -	
Stump (1)		\$ 50.00	\$ -	\$ 105.00	\$ -	Stump crews are always 2+ people
Stump (2)	14	\$ 75.00	\$ 1,050.00	\$ 200.00	\$ 2,800.00	
Stump (+)	9	\$ 55.00	\$ 495.00	\$ 50.00	\$ 450.00	
Emergency Remove	16	\$ 90.00	\$ 1,440.00	\$ 130.00	\$ 2,080.00	Branch rate is based on crew leader and additional personnel, hourly rate. Add \$100 each for additional crew.
Emergency Trim	8	\$ 90.00	\$ 720.00	\$ 130.00	\$ 1,040.00	
Emergency Stump	0	\$ 90.00	\$ -	\$ 120.00	\$ -	LimbWalkers based on per man, per hour.
Emergency Chipping	0	\$ 90.00	\$ -	\$ 120.00	\$ -	
Estimated Total:			\$ 93,795.00		\$ 115,940.00	

(#) = crew size

Quantity extrapolated from average of past three years (historic data)

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

ORDINANCE NO. 2181

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

**AMENDMENT TO THE CODE OF
ORDINANCES**

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

THE CITY OF MADISON HEIGHTS

ORDAINS: SECTION 1. Amendment.

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

ARTICLE XVI. – MEDICAL MARIHUANA

FACILITIES

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

- (a) In the event the City receives more eligible applications for a specific type of city license than is authorized by the City, the City shall select the Applicant or Applicants most suitable to operate its facility based on an objective and competitive process. This process is subject to the provisions of this Section. This process is only necessary if the City receives more eligible applications than is authorized for any given type of Medical Marihuana Facility.
- (b) The City shall assess, evaluate, score, and rank all impacted applications and issue city licenses to those Applicants receiving the highest score. In its application assessment, evaluation, scoring, ranking, and deliberations, the City shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the City consistent with the requirements, conditions, and provisions of this Section. The detailed scoring and ranking system shall be provided to each Applicant and included in the application materials developed by the City.
- (c) Initial scoring and ranking shall be conducted and applied by the City on the basis of assigned points from zero (0) points to two hundred (200) points with the lowest overall total score as zero (0) points and the highest possible total score being two hundred (200) points. Following this process, if no application receives a score higher than one-hundred and seventy (170) points in this process, the City reserves the right to reject all applications. Scoring categories include, and are limited to the following scoring points and criteria:

- (1) The content and sufficiency of the information provided by Applicant in the application. The maximum number of scoring points in this category shall be ten (10) points;
- (2) Whether the Applicant's proposed use is consistent with the land use for the surrounding neighborhood and will not have a detrimental effect on traffic patterns, health, welfare or safety of residents or abutting properties. The maximum number of scoring points in this category shall be ten (10) points;
- (3) Planned neighborhood outreach on behalf of the Applicant, and whether the Applicant or its stakeholders have made, or plan to make, significant physical improvements to the area around the property or other areas contiguous to the property that would include, but not be limited to, plans to eliminate or minimize traffic, noise, and odor effects on the surrounding neighborhood and improve the surrounding neighborhood and area. Planned outreach may also include plans to make significant physical improvements to other local private or public roads, right of ways, alleys, parks or any other private or public property that would benefit the surrounding area. The maximum number of scoring points in this category shall be twenty (20) points.
- (4) The business probity, moral reputation, and relevant criminal history of Applicant or any of its stakeholders; Whether the Applicant or any of its stakeholders have a clean record of acts detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application. The maximum number of scoring points in this category shall be ten (10) points.
- (5) Whether Applicant and its stakeholders have made or plan to make significant capital improvements to the proposed facility and/or City. This includes, but is not limited to:
 - (A) The total overall capital investment in funds to be invested in the renovations to the property that will house the proposed marijuana business including the increase in taxable value, the overall investment in equipment, fixtures, and other related items;
 - (B) The total number of years that a property or site, to be renovated by the Applicant, has been vacant;
 - (C) How significant the upgrades or renovations to the property are, such as, but not limited to: the extent of renovations to an existing building or buildings; the extent of new construction of a building or buildings; the extent of renovation to a location or site that may involve a derelict property; the overall size of the site and building or buildings of the proposed renovations;
 - (D) Whether or not the property to be improved has an environmentally friendly design and environmentally friendly production and stormwater management design and plans that improve green infrastructure of the city;

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

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

- (6) Whether Applicant and its stakeholders have reasonably and tangibly demonstrated that it possesses sufficient financial resources to fund, and the requisite business experience to execute its business plan and proposed operations in its application; Whether Applicant and its stakeholders have reasonably and tangibly disclosed its funding sources and relevant background of those funding sources. Whether the applicant and or any of its stakeholders own similar marihuana industry businesses in the nation with solid business practices. The maximum number of scoring points in this category shall be thirty (30) points;
- (7) The number of full-time and part-time positions anticipated by Applicant, and whether Applicant has articulated plans or strategies to attract, hire and retain employees that are residents of the City. The maximum number of scoring points in this category shall be ten (10) points;
- (8) Whether Applicant has obtained, is likely to obtain, or plans on obtaining additional City Licenses and State operating licenses, under the MMFLA, at its proposed location in the City to co-locate a Class C Grower, a Processor and Provisioning Center at a single location or site within the City. Applications that incorporate, or co-locate, a licensed Class-C grower, licensed processor and licensed provisioning center in the same location, in strict compliance with the conditions and provisions of the MMFLA, the Administrative Rules and this Article for the operation of these three separate licenses at the same location, for each type of license, shall be considered more preferential than single license locations for these specific types of licenses. The maximum number of scoring points in this category shall be forty (40) points;
- (9) Whether the planned signage meets the City ordinance and enhances appearance of property and/or contributes to the streetscape.

The maximum number of scoring points in this category shall be ten (10) points.

- (10) Whether Applicant agrees that if selected, issuance and renewal of Licenses is contingent on joining and participation in the City's Marihuana Community Advisory Committee. Licensees agree to donate \$25,000 annually and provide 1% of annual net profits for use by the Marihuana Community Advisory Committee payable to the City of Madison Heights. The maximum number of scoring points in this category shall be ten (10) points.
- (d) The City may engage professional expert assistance in performing the City's duties and responsibilities under this Section.
- (e) After the City has processed and scored all eligible applications, the City shall prepare a summary and report listing the overall score and basis for this determination for all eligible applications. The City shall then notify the selected Applicants of the granting or denial of a license.
- (f) The City may establish additional application periods for Applicants seeking new licenses for eligible medical marihuana facilities within the City, as needed, via resolution of City Council.
- (g) Any City license issued under this Article must be established and a Certificate of Occupancy issued within six months of issuance, unless extended for good cause shown, or the licensee shall surrender the license if the use is not established within the required time.

SECTION 2. Repealer.

All ordinances or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. Severability.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

SECTION 4. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 5. Effective Date.

This ordinance as ordered shall take effect ten (10) days after its adoption and upon

publication.

SECTION 6. Inspection.

A copy of this ordinance may be inspected or purchased at the City Clerk's office between the hours of 8:00 a.m. and 11:30 a.m. and between the hours of 12:30 p.m. and 4:30 p.m. on regular business days.

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

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

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

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

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

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____



MEMORANDUM

Date: April 28th, 2022
To: City of Madison Heights City Council
From: Matt Lonnerstater, AICP – City Planner
Subject: First Reading – Zoning Text Amendment - Mobile Food Vendors (ZTA 22-01)

Introduction

City staff proposes the attached text amendment to create standards for the operation of mobile food vehicles (a.k.a. food trucks) on private property within the City. The proposed amendment aims to promote small business growth within the City and simultaneously mitigate the negative impacts that mobile food vehicles may have on adjacent properties and businesses.

Background

Recent economic and cultural trends show an increase in the popularity of food trucks and mobile vendors. Many cities promote mobile food vending as a means to increase activity in business districts, support start-up businesses, and increase food choices in a community. Unfortunately, Madison Heights' Code of Ordinances does not contain clear standards directly relating to the operation of mobile food vendors within the City. This, in turn, has resulted in confusion on the city administration side about how to permit food truck operation in the city, if at all. The lack of guidance has also resulted in frustration for food vendors looking to operate within Madison Heights.

City staff understands that a successful food truck community in Madison Heights can provide many of the aforementioned benefits. There is also an understanding that food trucks can present unique regulation challenges due to the need to protect nearby residences and brick and mortar businesses. As such, staff proposes the attached "mobile food vending" ordinance as a tool to provide a clear process for food truck operation within the city and regulate against some of the associated negative external impacts.

Mobile Food Vending Ordinance – In a Nutshell

The proposed ordinance applies to food vending on private property within the city (excluding food vending that operates under a special event permit) and creates three distinct approval processes: **Mobile Food Site** approval (accessory use), **Mobile Food Court** approval (principal use), and **Mobile Food Vendor Certificate of Occupancy** approval. These processes are explained, below:

- 1) **Mobile Food Site Approval:** In order to accommodate/host a single food truck or mobile food vendor on their property as an accessory use, a private property owner must first apply to designate their site as a "mobile food site." Mobile food site approval essentially constitutes zoning verification that a property satisfies the minimum locational, buffering, and setback standards contained within the ordinance. The property owner must submit a site plan that confirms compliance with the following standards:

- **Zoning:** Property must be zoned O-1, B-1, B-2, B-3, M-1 or M-2 and located within the boundaries of the Downtown Development Authority (DDA) District.
- **Principal Use:** The property must contain an existing principal use/structure.
- **Brick and Mortar Separation:** The area designated for the mobile food vehicle must be set back a minimum of 100 feet from a property containing an existing brick and mortar restaurant (may obtain an exception if the brick and mortar owner(s) approves).
- **Residential Setback:** The area designated for the mobile food vehicle must be set back a minimum of 100 feet from a residentially-zoned property (may apply as a special use within 100 feet of a residential property).
- **Maximum Vehicles On-Site:** Only one (1) mobile food vehicle may operate at a mobile food site at a time.
- Additional site plan standards relating to paving, pedestrian and vehicular circulation, setbacks from permanent buildings, etc.

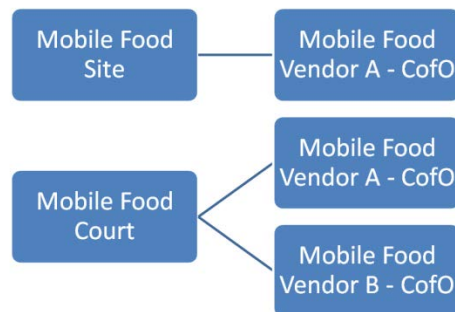
2) Mobile Food Court Approval: In order to accommodate multiple food trucks or mobile food vendors on their property as a principal use, a private property owner must apply to designate their site as a “mobile food court.” A mobile food court is deemed a principal use of a property and requires special use approval through City Council and site plan approval through the Site Plan Review Committee. The property owner must submit a site plan that confirms compliance with the following standards:

- **Zoning:** Property must be zoned O-1, B-1, B-2, B-3, M-1 or M-2 and located within the boundaries of the Downtown Development Authority (DDA) District.
- **Setbacks:** Permanent structures on site shall satisfy minimum setback, height, and lot coverage requirements of the zoning district.
- **Residential Setback:** Outdoor seating areas must be set back a minimum of 40 ft. from properties zoned residential.
- **Restrooms:** Permanent restroom facilities must be provided on-site.
- **Maximum Vehicles On-Site:** A maximum of eight (8) food truck pads may be accommodated.
- Additional site plan standards relating to parking, landscaping, noise levels, lighting, signage, and alcohol sales.

3) Mobile Food Vendor Certificate of Occupancy: Once a site has been approved as a mobile food site or mobile food court, a mobile food vendor can apply to operate from that location by submitting a mobile food vendor certificate of occupancy (C of O) application. Mobile food vendors may only operate from properties that have been approved as “mobile food sites” or “mobile food courts” as described above. The mobile food vendor needs a certificate of occupancy for each mobile food site or court in which they intend to operate. A certificate of occupancy application must contain supplemental information that confirms compliance with the following operational standards, as contained within the Ordinance:

- Approval of a valid business license from the City Clerk.
- Approval of a valid health license from Oakland County.
- Approval of a mobile food site plan or mobile food court special use/site plan for the property and confirmation that the mobile food vehicle will comply with the approved site plan.
- Written approval from the private property owner.
- **Signage:** Permitted one A-frame sign and signage directly attached to the vehicle.
- **Trash bins:** Must be provided and emptied daily.
- Additional standards pertaining to tables, food preparation, electrical and water connection, etc.

The graphic below depicts the process for hypothetical Mobile Food Vendors A and B. Mobile Food Vendor A wishes to operate from a Mobile Food Site and a Mobile Food Court, while Mobile Food Vendor B only wishes to operate from a Mobile Food Court.



Based on their intended operations, Mobile Food Vendor A would need to apply for two (2) certificates of occupancy (one for the mobile food site and one for the mobile food court), while Mobile Food Vendor B would only need to apply for one (1) certificate of occupancy for the mobile food court.

PREVIOUS ACTION AND NEXT STEPS

The Planning Commission held a public hearing on the proposed text amendments at their April 19th, 2022 meeting. After the public hearing, the Planning Commission recommended approval of the proposed amendments with minor modifications. These modifications have been incorporated into the draft for City Council review.

Staff recommends that City Council approve the first reading and schedule the second and final reading for the next regular City Council meeting.

Ordinance No. 2182

City of Madison Heights

Oakland County, Michigan

Zoning Text Amendment 22-01

An ordinance to amend Ordinance 571, being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights, by amending Appendix A, Zoning Ordinance, to add Sections 10.2200 through 10.2205 which provide regulations pertaining to mobile food vendors and the operation of mobile food vehicles on private property within the City.

The City of Madison Heights ordains:

Section 1. Sections 10.2200 through 10.2205 are hereby added as follows:

MOBILE FOOD VENDING

Section 10.2200 – Purpose, Intent and Applicability.

These sections are intended to: (1) expand convenient and varied eating options in the City of Madison Heights; (2) support culinary entrepreneurship and small business development by allowing mobile food vendors to operate safely within designated areas of the city; and (3) protect brick and mortar businesses that have invested in the city and that pay property taxes while allowing for new businesses to enter the market.

These provisions shall apply to businesses engaged in the cooking, preparation, and distribution of food or beverage on properties outside of the public right-of-way. These provisions do not apply to mobile food vehicles operating under a special event permit nor vehicles which distribute food and drink as they actively drive through the community (e.g. ice cream trucks). Mobile food vendors operating in the public right-of-way or on public property shall apply through the special event permitting process.

Section 10.2201 – Definitions.

- (A) *Brick and Mortar Restaurant*: A restaurant with a functional regulated kitchen located within a permanent building on a permanent foundation.
- (B) *Mobile Food Vehicle*: A licensed trailer, motorized vehicle, or any other similar mobile conveyance from which food and/or drink (prepared on-site or pre-packaged) is sold or served to the general public from a stationary location. This definition excludes the following: (1) permanent structures which are installed on

a permanent foundation; and (2) vehicles which distribute food and drink as they are driving throughout the community (i.e. mobile ice cream trucks).

- (C) *Mobile Food Vendor*: An operator of a mobile food vehicle who has obtained, or intends to obtain, a license or permit from the City to operate a mobile food vehicle.
- (D) *Mobile Food Court*: A private property which has been approved under the provisions of this Ordinance for the operation of two (2) or more mobile food vehicles as a principal use. Mobile food courts shall function as a single business and may include areas for tables, play areas, a permanent structure for alcohol sales, and other outdoor entertainment options.
- (E) *Mobile Food Site*: A private property which has been approved under the provisions of this Ordinance for the operation of a single mobile food vehicle as an accessory use.

Section 10.2202 – Approvals Required

- (A) A **private property owner** intending to designate their property as a **mobile food site** shall obtain the following approvals:
 - 1. *Mobile Food Site Approval*. The property owner shall apply for mobile food site approval in accordance with **Section 10.2203**, below. Mobile food site approval constitutes general zoning approval for the operation of a mobile food vehicle as an accessory use on the site.
- (B) A **private property owner** intending to designate their property as a **mobile food court** shall obtain the following approvals:
 - 1. *Special Use Approval*. The property owner shall apply for special use approval under the provisions of **Section 10.201** and satisfy the mobile food court standards in accordance with **Section 10.2204**, below.
 - 2. *Site Plan Approval*. Upon receiving special use approval through City Council, the property owner shall apply for site plan approval under the provisions of **Section 10.514** and satisfy the mobile food court standards in accordance with **Section 10.2204**, below.
- (C) A **mobile food vendor** shall obtain the following prior to operating a **mobile food vehicle** within the City of Madison Heights:
 - 1. *Mobile Food Vendor Certificate of Occupancy*. Mobile food vendors shall obtain a certificate of occupancy for each mobile food site and/or mobile food court in which they operate in accordance with **Section 10.2205**.
 - 2. *Business License*. Mobile food vendors shall obtain a business license from the City Clerk in accordance with **Chapter 7** of the Code of Ordinances of the City of Madison Heights.

Section 10.2203 – Mobile Food Sites

Any person intending to create and designate a mobile food site as an accessory use on their property shall first obtain mobile food site approval in accordance with the following provisions. This section does not apply to mobile food courts.

(A) *Locational Requirements.* Mobile food sites shall satisfy all of the following locational requirements:

1. The property shall be zoned O-1, B-1, B-2, B-3, M-1 or M-2 and shall be located within the boundaries of the Southend Downtown Development Authority (DDA) district.
2. The property shall contain a principal building or use. A mobile food site shall be deemed an accessory use of a property.
3. The area dedicated for the operation of a mobile food vehicle shall be located a minimum of 100 feet from a property containing an existing brick and mortar restaurant, measured from the mobile food vehicle service window to the nearest property line of the property containing such brick and mortar restaurant(s). The 100 foot separation requirement shall only apply on the same linear block face as the mobile food vehicle. The following exceptions apply:
 - a. This standard may be waived if all of the affected brick and mortar restaurant(s) submit a letter to the Community and Economic Development Department indicating that they choose to waive the 100 foot separation requirement.
 - b. A brick and mortar restaurant owner may operate a food truck at the site of their own brick and mortar restaurant upon satisfying the remaining locational and general requirements of this Ordinance.
4. The area dedicated for the operation of a mobile food vehicle shall be located a minimum of 100 feet from a property zoned R-1, R-2, R-3 or R-M, measured from the mobile food vehicle service window to the nearest property line of the residential property. A mobile food site may be established within 100 feet of a property zoned R-1, R-2, R-3 or R-M as a special use, in compliance with the process outlined in Section 10.201.

(B) *General Requirements.* A mobile food site shall satisfy the following general requirements:

1. No more than one (1) mobile food vehicle may operate or be placed on a mobile food site at one time. Only one (1) mobile food vehicle pad may be designated on the site plan.

2. The designated mobile food vehicle pad shall be located a minimum of 15 feet from any fire hydrant and 5 feet from any property line, driveway, sidewalk, utility box or vault, accessible ramp, building entrance or exit, or emergency call box.
3. The designated mobile food vehicle pad shall be on a paved surface.
4. The placement of the mobile food vehicle shall not reduce the availability of the minimum number of parking spaces required for the principal use on site nor impede vehicular or pedestrian circulation on site.
5. No portion of the mobile food vehicle shall hang over a public right-of-way or interfere with clear vision triangles.
6. An outdoor seating area may be designated consisting of portable tables and a seating capacity of eight. Outdoor seating areas shall not be placed within the right-of-way and shall not impede vehicular or pedestrian circulation in site.

(C) *Submittal Requirements.* A private property owner intending to designate their property as a mobile food site shall submit the following:

1. *Mobile Food Site application.*
2. *Site Plan.* Dimensioned site plans shall be 11" x 17" in size and shall denote, at minimum, the following:
 - a. Street, curbs, sidewalks and property lines.
 - b. The zoning classification of the subject site and adjacent sites.
 - c. Existing building footprints with tenant spaces labeled.
 - d. Existing accessory structures and refuse container footprints.
 - e. Parking spaces and drive aisles.
 - f. The general layout and dimensions of the mobile food vehicle pad.
 - g. The location and surface material of all paved areas.
 - h. The on-site storage location of the mobile food vehicle during non-operational hours, if applicable.
 - i. The location of fire hydrants.
 - j. The location of on-site water, generator and/or electric utilities that will serve the mobile food vehicle.
 - k. The location of any designated outdoor seating areas.
 - l. Sufficient details to demonstrate that the locational and general requirements of Section 10.2203(A) and (B) can be satisfied.
3. *Restaurant Map.* A map identifying existing brick and mortar restaurants within a 150-foot radius of the subject property.

(D) Site Plan Review Committee (SPRC) Approval: All applications and associated site plans for proposed mobile food sites shall be forwarded to the Site Plan Review Committee for review and approval.

(E) *Annual Approval Required.* Mobile Food Site approval shall be valid for a period of one (1) year. Property owners shall be required to apply for mobile food site approval annually under the provisions of this Ordinance.

Section 10.2204. Mobile Food Courts

Any person intending to create and designate a mobile food court as a principal use on their property shall first obtain mobile food court approval in accordance with the following provisions.

(A) *Special Use Approval Required.* Mobile food courts shall be deemed a principal use of the property and shall require special use approval in accordance with the provisions of **Section 10.201** and the standards of this Ordinance.

(B) *Site Plan Approval Required.* Upon receiving special use approval, the property owner shall obtain site plan approval in accordance with the provisions of **Section 10.514**.

(C) *Locational Requirements.* Mobile food courts shall satisfy the following locational requirements: The property shall be zoned O-1, B-1, B-2, B-3, M-1 or M-2 and shall be located within the boundaries of the Southend Downtown Development Authority (DDA) district.

(D) *General Requirements.* A mobile food court shall satisfy the following general requirements:

1. The mobile food court site plan shall designate a minimum of two (2) and a maximum of eight (8) pads for the operation of mobile food vehicles. All mobile food vehicle pads shall be on a paved surface.
2. Permanent structures shall satisfy the setback, height, and lot coverage requirements contained in *Section 10.400 – Schedule of Regulations*.
3. *Outdoor Seating Areas.* Outdoor seating areas shall be set back a minimum of 40 feet from any property line that abuts a residential zoning district. Outdoor seating areas facing residential districts shall be screened by a minimum 8 foot-high solid obscuring wall.
4. *Landscaping.* The site plan shall satisfy the landscaping and screening requirements contained in *Section 10.510 – Landscaping and Screening*.

5. *Parking.* A minimum of two (2) parking spaces shall be required per each individual mobile food vehicle pad on site. Parking dimensions and design shall satisfy the requirements of *Section 10.505 – Parking Requirements.*
6. *Lighting.* On-site exterior lighting shall satisfy the provisions of *Section 10.512 – Exterior Lighting.*
7. *Restrooms.* Permanent restroom facilities shall be provided within the boundaries of the mobile food court in accordance with the Michigan Plumbing Code.
8. *Water requirements.* Water hookup/access shall be provided for each individual mobile food vehicle pad on site.
9. *Electrical requirements.* Electricity access shall be provided for each individual mobile food vehicle pad on site. Portable generators are prohibited.
10. *Signs.* A master sign plan for the mobile food court shall be submitted for review and approval as part of the site plan approval process. The plan shall provide information relating to permanent signs for the mobile food court, as well as individual signs for each business. Permanent ground and wall signs shall satisfy the standards of *Section 10.511 – Sign Regulations.*
11. External speakers or live entertainment may be permitted up to the close of business and shall not exceed 65 decibels at non-residential property lines and 25 decibels at residential property lines.
12. Alcohol sales shall only be permitted from a permanent structure on-site.

(E) *Submittal Requirements.* A private property owner intending to operate a mobile food court as a principal use shall submit the following:

1. A Special Use Approval application, in accordance with *Section 10.201.*
2. A Site Plan application, in accordance with the procedures and submittal requirements of *Section 10.514.* In addition to the requirements of *Section 10.514,* the site plan shall denote the following:
 - a. The location and orientation of each mobile food vehicle pad and each permanent structure.
 - b. The location of any paving, turf or lawn areas, and any pedestrian areas for use by tenants or the public.
 - c. The location of all fire lanes.
 - d. The location of fire hydrants.
 - e. Lighting Plan.
 - f. The location and type of water supply and electrical outlet(s) provided for each mobile food vendor pad.
 - g. Signage plan.

Section 10.2205 – Mobile Food Vendor Certificate of Occupancy

A mobile food vendor must obtain a certificate of occupancy for each mobile food site and/or mobile food court in which they intend to operate in accordance with the following provisions.

(A) *Operational Requirements.* Mobile food vendors shall comply with the following operational requirements:

1. Mobile food vendors shall only be permitted to operate from a mobile food site approved in accordance with Section 10.2203 or a mobile food court approved in accordance with Section 10.2204.
2. Mobile food vendors shall not operate at a mobile food site or a mobile food court without first obtaining written approval from the private property owner.
3. Mobile food vehicle placement and operation shall comply with the approved site plan for each mobile food site or mobile food court.
4. Mobile food vendors shall maintain a valid business license issued by the City Clerk, and shall display such license on the mobile food vehicle.
5. Mobile food vendors shall maintain a food service license from the Oakland County Environmental Health Division, and shall display such approval on the mobile food vehicle.
6. During non-operational periods in excess of 24 hours, the mobile food vehicle and associated equipment (i.e. tables and signs) shall either be removed from the mobile food site or moved to a location on-site that is not readily visible from the public right-of-way. The on-site storage location shall be shown on the mobile food site plan. This provision shall not apply to approved mobile food courts.
7. Food preparation shall not occur outside of the mobile food vehicle, except for the use of a grill or smoker directly attached to the mobile food vehicle. Condiments may be placed on a shelf attached to the vehicle.
8. A minimum of one (1) trash receptacle shall be provided and emptied daily. The mobile food vendor shall be responsible for daily disposal of all trash, refuse, and litter. The property and all adjacent streets and sidewalks shall be kept free and clear of refuse generated by the operation of the mobile food vehicle.
9. Sales of alcoholic beverages are prohibited from a mobile food vehicle.
10. Mobile food vehicles may be painted with signage or have permanent signage directly affixed to the vehicle. One (1) sandwich board “A-frame” sign shall be permitted within four (4) feet of the mobile food vehicle.

Signage shall not project from the vehicle or be illuminated. Permanent freestanding signage is prohibited.

11. Flashing, blinking or strobe lights are prohibited.
12. External speakers or live entertainment may be permitted up to the close of business and shall not exceed 65 decibels at non-residential property lines and 25 decibels at residential property lines.
13. A mobile food vehicle may utilize an existing electrical connection to the principal use/building on site. An electrical permit shall be required for any modification of the existing electrical system. Portable generators are prohibited at mobile food courts. Utilities shall not be drawn from a public right-of-way.
14. Permanent connections to water and sanitary sewer lines and mains are prohibited.

(B) *Submittal Requirements.* A mobile food vendor intending to obtain a certificate of occupancy shall submit the following:

1. Mobile Food Vendor Certificate of Occupancy application.
2. Written approval from the property owner of the mobile food site or mobile food court to operate on said property.
3. A copy of the approved food license from the Oakland County Environmental Health Division.
4. A copy of the approved Madison Heights business license.
5. A written description of the nature of the proposed use, including the business name, methods of food preparation and cooking, electrical hookup, frequency, duration, and hours of operation.
6. Details of the mobile food vehicle, including the type, dimensions, elevation drawings or photos, and details of any furniture or other physical features associated with the proposed use.
7. A copy of the approved mobile food site plan or mobile food court site plan, marked up to denote the location of trash receptacles, signs, tables, generators, outdoor cooking appliances, and any other associated activity.

(C) *Annual Renewal Required.* Certificates of Occupancy shall be valid for a period of one (1) year after issuance. Certificates of Occupancy may be renewed annually.

(D) *Revocation of Certificate of Occupancy.* An approved mobile food vendor Certificate of Occupancy may be revoked by the Community and Economic Development Director upon a proper showing that the operation of the mobile

food vending unit is not in compliance with the approved mobile food site plan or upon a proper showing that the operation of such use has become detrimental to the health, safety and general welfare of the city, residents or surrounding business or property owners.

Section 2. Repealer

All ordinances or parts of ordinances in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4. Savings

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 5. Effective Date.

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

Section 6. Enactment

A copy of this ordinance may be inspected or purchased at the City Clerk's office between the hours of 8:00 a.m. and 11:30 a.m. and 12:30 p.m. and 4:30 p.m. on regular business days.

Roslyn Grafstein, Mayor

Cheryl Rottmann, City Clerk

CERTIFICATION:

I, Cheryl Rottmann, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Madison Heights City Council at their Regular Meeting held on _____, 2022.

Cheryl Rottmann, City Clerk

ZTA 22-01 (Ordinance 2182)

Planning Commission Introduction and Discussion: March 15th, 2022

Planning Commission Public Hearing: April 19th, 2022

City Council First Reading: May 9th, 2022

City Council Second Reading: TBD

Adopted: TBD

Published: TBD

Effective: TBD

Regular Meeting
Madison Heights City Council
Madison Heights, Michigan
April 25, 2022

A Regular Meeting of the Madison Heights City Council was held on Monday, April 25, 2022 at 7:30 p.m. in the Municipal Building at 300 West Thirteen Mile Road, Madison Heights, Michigan.

Present: Mayor Grafstein. Councilmembers: Aaron, Fleming, Rohrbach, Soltis and Wright.

Absent: Mayor Pro Tem Bliss

Others Present: City Manager Marsh, City Attorney Sherman, and Deputy City Clerk Boucher.

CM-22-129. Excuse Councilmember.

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

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None

Absent: Bliss

Motion carried.

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

CM-22-130. Appoint Acting City Clerk.

Motion by Councilman Fleming, seconded by Councilwoman Aaron, to appoint Acting City Clerk Boucher for tonight's meeting.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None

Absent: Bliss

Motion carried.

CM-22-131. Approval of the Agenda.

Motion by Councilor Rohrbach, seconded by Councilor Wright, to add C-3, the resignation of Councilman Soltis from the Election Commission and appointment of Mayor Pro Tem Bliss as the Council Representative; and D-4, the First Amendment to the City Manager's Employment Agreement, to the agenda.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-132. Deletion to Agenda.

Motion by Councilor Rohrbach, seconded by Councilman Fleming, to delete G-2, Ordinance 2181 - the Amendment to the Medical Marihuana Ordinance, and postpone this item to the May 9, 2022 Regular Council Meeting.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-133. May 1-7, 2022 Drinking Water Week Proclamation.

City Manager Marsh read the 2022 Drinking Water Week Proclamation and on behalf of City Council, Mayor Grafstein presented the resolution to the Department of Public Services.

CM-22-134. Michigan Association of Chiefs of Police Presentation of Madison Heights Police Department's Accreditation.

Mr. Robert Stevenson, Executive Director of the Michigan Association of Chiefs of Police, shared that out of 600 agencies in the State of Michigan, the Madison Heights Police Department is the 39th to accomplish Accreditation.

Neal Rossow, Program Director of the Michigan Association of Chiefs of Police, stated that the Madison Heights Police Department met the 108 standards to receive the Accreditation.

Ron Wiles, President of the Michigan Association of Chiefs of Police, presented Police Chief Corey Haines with an Accreditation Certificate. The Madison Heights Police Department has been voluntarily complying with the standards established by the Michigan Law Enforcement Accreditation Commission deemed essential for the delivery of professional police services and the protection of their community. Chief Haines thanked the Mayor, City Council and City Manager for their continuous support. The Police Department has taken a huge step forward in protecting our community and the viability of our City. Chief Haines recognized Deputy Chief Brent LeMerise and the Command Officers for all their hard work for making this achievement possible. He thanked the program assessors, Sergeant Kevin Cisler from the Zeeland Police Department and Senior Deputy Police/Fire Chief Daniel Mills from the Portage Public Safety Department. Chief Haines expressed his appreciation for the

Michigan Association of Chiefs of Police for the opportunity and he hopes all the other agencies follow their lead.

Mayor Grafstein added that our Police Department was amazing before they received this accreditation. She thanked Police Chief Haines and his department for all their hard work.

CM-22-135. Special Use PSP 22-02 – Madison Heights Civic Center Project, 300 W. 13 Mile Rd.

City Manager Marsh reviewed the proposed Special Use PSP 22-02, Madison Heights Civic Center Project, 300 W. 13 Mile Road.

A public hearing was held at 7:47 p.m. to hear comments pertaining to Special Use PSP 22-02, Madison Heights Civic Center Project, 300 W. 13 Mile Road. Seeing no public wishing to speak, Mayor Grafstein closed the public hearing at 7:48 p.m.

Motion by Councilwoman Aaron, seconded by Councilor Wright:

WHEREAS, a Special Approval Board application has been received from 300 W. 13 Mile Road, requests for approval for the Civic Center campus renovation project. The subject site is zoned R-2, One-Family Residential. The project involves the construction of a new Active Adult Center, renovations to the existing City Hall and Library Buildings, and site improvements.

WHEREAS, a public hearing was published in the Madison Park News on April 6, 2022 and notices were mailed to property owners within 500 feet of the aforementioned property; and,

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

LOCATION: 300 W. 13 Mile Road

REQUEST:

Applicant is proposing the construction of a new Active Adult Center, renovations to the existing City Hall and Library Buildings, and site improvements. The subject site is zoned R-2, One-Family Residential.

BACKGROUND AND ANALYSIS:

The City of Madison Heights proposes to construct a new Active Adult Center at the Civic Center campus, 300 W. 13 Mile Road. The new Active Adult Center building is proposed as a connection between the existing City Hall and Library

buildings, which will also be renovated. Additional site modifications are proposed, including improvements to on-site parking, circulation, and landscaping.

Per Section **10.307**, municipal buildings and libraries require special use approval within the R-2, One- Family Residential district.

Construction began on the current Civic Center campus in 1963. Based on historical zoning maps, the Civic Center campus area has been zoned for residential uses since the incorporation of Madison Heights in 1955.

EXISTING ZONING AND LAND USE:

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

	Existing Land Use	Existing Zoning
Site	Municipal (City Hall, Library, Fire, Police, Court)	R-2, Residential
North	Civic Center Park	R-2, Residential
South (across 13 Mile Rd.)	Office	O-1, Office
East (across Brush St.)	Commercial/Restaurants	B-1, Local Business
West	Lamphere High School	R-2, Residential

The subject site is zoned R-2 which, per the Zoning Ordinance, is intended to *“provide for one-family dwelling sites and residentially related uses in keeping with the Master Plan of residential development in the City of Madison Heights.”*

FUTURE LAND USE AND MASTER PLAN:

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

	Future Land Use
Site	Public & Schools
North	Recreation
South (across 13 Mile Rd.)	Office
East (across Brush St.)	Office
West	Public & Schools/Recreation

The future land use designation of the subject site is ‘Public & Schools’. Per the Master Plan, the Public & Schools designation is intended to maintain the City’s history of quality public services and its system of neighborhood schools. The Master Plan calls out the Civic Center complex as an area that the City should maintain and improve for public service use.

FINDINGS AND RECOMMENDATION:

Staff offers the following findings for City Council consideration:

1. The applicant, the City of Madison Heights, requests special use approval for an expansion of the Civic Center campus (municipal building) at 300 W. 13 Mile Road. The project involves the construction of a new Active Adult Center, renovations to the existing City Hall and Library buildings, and site improvements.
2. The proposed Active Adult Center addition, City Hall and Library renovations, and site improvements are located on the exiting Civic Center site and will not be detrimental to adjacent public and commercial properties. The Final Site Plan will require review and approval through the Site Plan Review Committee (SPRC).
3. The proposed project is compatible with the uses permitted within the R-2, One-Family Residential zoning district, and is in character with the surrounding neighborhood.
4. The proposed use is consistent and compatible with the description and intent of the *'Public & Schools'* future land use designation, as contained within the 2021 Master Plan, and will benefit Madison Heights residents, property owners, and business owners.
5. The proposed use generally satisfies the special use approval review standards and criteria listed in Section 10.201(4).
6. The Site Plan Review Committee (SPRC) reviewed the proposed special approval request at their April 6th, 2022 meeting and did not cite concerns regarding the proposed special use. Separate SRPC approval will be required for the final site plan.

NOW, THEREFORE, BE IT RESOLVED, that the Madison Heights City Council, acting as Special Approval Board in accordance with section 10.201 of the Code of Ordinances, hereby APPROVES the requested Special Use PSP 22-02 at 300 W. 13 Mile Rd. to permit the construction of a new Active Adult Center, renovations to the existing City Hall and Library Buildings, and site improvements in a R-2, One-Family Residential District, with the following condition:

1. The final site plan shall be reviewed and approved by the Site Plan Review Committee (SPRC).

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None

Absent: Bliss

Motion carried.

CM-22-136. Meeting Open to the Public.

Gloria Moore invites the public to the Friends of the Madison Heights Area Senior Citizens meeting on Thursday, May 19th at 7 p.m. and a Sock Hop event On June 23rd at 4 p.m.; both are being held at Wilkinson Middle School.

Peg Marentette expressed her concerns with each household being charged a minimum of 10 units of water monthly, regardless of the actual use. To charge this minimum is not equitable.

Martha Covert apologized to Councilman Soltis for any negative comments towards him and asked that City Council provide residents with correct information.

Donna Dalling expressed her concerns with the treatment of the Active Adult Center patrons.

Vita Palazzolo shared that May 5th is the National Day of Prayer.

CM-22-137. Alex Saints Foundation – Request for Local Governing Body Resolution for Charitable Gaming Licenses.

Motion by Councilwoman Aaron, seconded by Councilman Soltis, to approve the resolution request from Alex Saints Foundation of Madison Heights, County of Oakland, recognizing them as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None

Absent: Bliss

Motion carried.

CM-22-138. Cemone Moy and Jeremy Carroll – Resignations from Boards and Commissions.

Motion by Councilor Rohrbach, seconded by Councilman Fleming, to accept the resignations of Cemone Moy from the Human Relations and Equity Commission and Jeremy Carrol from the Parks and Recreation Advisory Board; declare the seats vacant and send Certificates of Appreciation.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None

Absent: Bliss

Motion carried.

CM-22-139. Resignation of Councilman Soltis from the Election Commission and appointment of Mayor Pro Tem Bliss as the Council Representative.

Motion by Councilor Rohrbach, seconded by Councilwoman Aaron, to accept the resignation of Councilman Soltis from the Election Commission and appoint Mayor Pro Tem Bliss as the Council Representative.

Councilman Soltis explained that he can no longer be a Council Representative on the Election Commission because he filed as a candidate for the State House race.

Mayor Grafstein clarified that Mayor Pro Tem Bliss is the only Council member not expected to be on the ballot for the next local election.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-140. 2022 Fireworks Permit.

Motion by Councilor Rohrbach, seconded by Councilor Wright, to approve the 2022 Festival in the Park Fireworks Display Permit and authorize the Mayor to sign on behalf of the City.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-141. Participation Agreement for MSHDA's Michigan Homeowner Assistance Fund (MIHAF).

Motion by Councilor Wright, seconded by Councilor Rohrbach, to authorize the City Manager to sign the Provider Participation Agreement for MSHDA's Michigan Homeowner Assistance Fund (MIHAF).

Councilor Rohrbach thanked the Community Economic Development Department for all their hard work and for making this a viable project for our community.

Councilman Soltis added that this program will help homeowners in need and increase the property value in the City.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None

Absent: Bliss
Motion carried.

**CM-22-142. Bond Authorizing Resolution – Madison Heights 2022
Capital Improvement Bonds.**

Motion by Councilwoman Aaron, seconded by Councilman Soltis, to approve a resolution authorizing the issuance of Capital Improvements Bonds in the amount of \$6,500,000 specifically for the renovation and rebuilding of the City Hall, Library, Active Adult Center, and Fire Station #2, as follows:

WHEREAS, the City of Madison Heights, County of Oakland, State of Michigan (the “City”) does hereby determine that it is necessary to pay all or part of the cost of acquiring and constructing various capital improvements in the City, including, but not limited to, rebuilding portions of the Madison Heights Civic Center Plaza, renovating the City Hall and Library while adding a new space to relocate the Active Adult Center, and renovating/rebuilding, furnishing and equipping Fire Station #2, including related site improvements (collectively, the “Project”); and

WHEREAS, to finance all or part of the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”) to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and no petition was filed with the Clerk within the 45-day period.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated **2022 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION)** (the “Bonds”), are hereby authorized to be issued in the aggregate principal sum of not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) for the purpose of paying all or part of the costs of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or any integral multiple thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery, or such other date as determined by the City Manager or Finance Director (each an “Authorized Officer” and together, the “Authorized Officers”), at the time of sale of the Bonds. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof and as shall be finally determined by an Authorized Officer at the time of sale of the Bonds.

The Bonds shall be sold at public sale at a price not less than 99% of the principal amount

thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing referenced maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, which is hereby selected to act as the transfer agent for the Bonds (the "Transfer Agent").

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC") and each Authorized Officer is authorized to execute such custodial or other agreements with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the bond form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the Purchaser or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated **2022 CAPITAL IMPROVEMENT BONDS DEBT RETIREMENT FUND** (the “Debt Retirement Fund”), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated **2022 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND** (the “Construction Fund”), and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds shall be deposited to the appropriate account in the Construction Fund to be used to pay for the Project and the costs of issuance of the Bonds. Except for investment pending disbursement and as herein provided, the moneys in each account in the Construction Fund shall be used solely to pay the costs of the Project, the costs of issuance of the Bonds, as such costs become due and payable and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the “Code”).

6. Bond Form. The Bonds shall be in substantially the following form:

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CITY OF MADISON HEIGHTS

2022 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	November 1, 20__	_____, 2022	

Registered Owner:

Principal Amount: _____ Dollars

The City of Madison Heights, County of Oakland, State of Michigan (the "Issuer"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2022 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Issuer kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating principal sum of \$_____, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and a resolution duly adopted by the City Council of the City for the purpose of paying the cost of various capital improvements in the City. This bond, including the interest hereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue maturing in the years 2024 through 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2031, at par and accrued interest to the date fixed for redemption.

[Insert term bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether or not presented for redemption, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the Issuer kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Issuer, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Issuer, by its City Council, has caused this bond to be signed in its name with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MADISON HEIGHTS
County of Oakland
State of Michigan

By _____
Its Mayor

(SEAL)

By _____
Its City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION: _____

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

The Huntington National Bank
Grand Rapids, Michigan
Transfer Agent

By _____
Its Authorized Signatory

[End of Bond Form]

7. Notice of Sale. Either Authorized Officer is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in ***The Bond Buyer***, New York, New York,

which notice of sale shall be in substantially the following form:

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ *

CITY OF MADISON HEIGHTS
COUNTY OF OAKLAND, STATE OF MICHIGAN
2022 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

**Subject to adjustment as set forth in this Notice of Sale*

SEALED BIDS for the purchase of the above bonds will be received by the City Clerk of the City of Madison Heights, County of Oakland, State of Michigan (the “City”) at the City office located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 on _____, _____, 2022 until ____:____.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. The award or rejection of the bids will occur on that date.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (248) 588-0204, Attention: City Clerk, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose either of the foregoing means to present bids but a bidder may not present a bid by more than one of such means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery (currently anticipated to be June 9, 2022), numbered in order of registration, and will bear interest from their date payable on November 1, 2022 and semiannually thereafter.

The bonds will mature on the 1st day of November in each of the years as follows:

<u>November 1</u>	<u>Amount</u>	<u>November 1</u>	<u>Amount</u>
2024	\$	2034	\$
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033			

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to adjust the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2024 to 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2031, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or

portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether or not presented for redemption, provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on November 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 5.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1% or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.

BOOK-ENTRY ONLY: Unless otherwise requested by the purchaser, the bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day of the month prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the

lowest true interest cost will be the single interest rate (compounded on November 1, 2022 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the date of closing, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix __ or Appendix __ of the preliminary official statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule,” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering

price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-offering price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the

earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or
- ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or

will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.
- c. sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement

participating in the initial sale of the bonds to the public);

- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the City to the winning bidder.

“QUALIFIED TAX EXEMPT OBLIGATIONS”: The City has designated the bonds as “qualified tax-exempt obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in Federal Reserve Funds.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the bonds, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall

be cause for the purchaser of the bonds to refuse to take delivery of and pay for the bonds. Application for CUSIP numbers will be made by Baker Tilly Municipal Advisors, LLC, municipal advisor to the City. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser of the bonds.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Baker Tilly Municipal Advisors, LLC, municipal advisor to the City, at the address and telephone listed under MUNICIPAL ADVISOR below. Baker Tilly Municipal Advisors, LLC will provide the winning bidder with 100 final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Baker Tilly Municipal Advisors, LLC, upon request and agreement by the purchaser to pay the cost of additional copies. Requests for additional copies should be made to Baker Tilly Municipal Advisors, LLC within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the last day of the sixth month after the end of each fiscal year commencing with the fiscal year ending June 30, 2022, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from Baker Tilly Municipal Advisors, LLC, 2852 Eyde Parkway, Suite 150, East Lansing, Michigan 48823. Telephone (517) 321-0110.

ENVELOPES containing the bids should be plainly marked “Proposal for 2022 Capital Improvement Bonds (Limited Tax General Obligation).”

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Cheryl E. Rottmann
City Clerk, City of Madison Heights

[End Notice of Sale Form]

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty-five (25) years.

9. Award of Bonds; Sale Order. Each Authorized Officer is hereby authorized on behalf of the City to award the sale of the Bonds pursuant to a sale order to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the official notice of sale as published; *provided* that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate on the Bonds shall not exceed five percent (5.00%) per annum, and the purchase price shall not be less than 99.00% of the par amount of the Bonds.

10. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Code including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

11. Official Statement; Qualification for Insurance; Ratings. Any Authorized Officer is authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure qualification of the Bonds for a policy of municipal bond insurance if deemed appropriate by the City’s municipal advisor; and to obtain ratings on the Bonds. Each Authorized Officer is further authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the City and to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the purchaser will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

12. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and any Authorized Officer is hereby authorized to execute such undertaking prior to delivery of the Bonds.

13. Adjustment of Bond Terms; Authorization of Other Actions. Each Authorized Officer is hereby authorized to adjust the final bond details to the extent necessary or convenient to complete the transaction authorized in this resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable to effectuate the sale, issuance and delivery of the Bonds.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

15. Financial Advisor. Baker Tilly Municipal Advisors, LLC is retained as the registered municipal advisor to the City in connection with the issuance of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Grafstein
Nays: None
Abstain: Wright
Absent: Bliss
Motion carried.

CM-22-143. First Amendment to the City Manager's Employment Agreement.

Motion by Councilor Rohrbach, seconded by Councilman Fleming, to approve the First Amendment to the City Manager's Employment Agreement.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-144. Fire Department Wellness Grant Equipment Purchase.

Motion by Councilman Soltis, seconded by Councilman Fleming, to approve the purchase of the fitness equipment listed in the quote from Rogue Fitness in the amount of \$17,797.32 and authorize the City to proceed with fulfilling its terms under the grant.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein

Nays: None
Absent: Bliss
Motion carried.

CM-22-145. Ordinance No. 2180, Amendment to Precinct 8 Polling Location – Second Reading.

Motion by Councilor Rohrbach, seconded by Councilman Soltis, to approve Ordinance No. 2180, Amendment to Precinct 8 Polling Location on Second Reading as follows:

ORDINANCE NO. 2180

AN ORDINANCE TO AMEND ORDINANCE 571, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW CODE OF ORDINANCES FOR THE CITY OF MADISON HEIGHTS BY AMENDING CHAPTER 10, SECTION 10-1, OF THE CODE OF ORDINANCES, CITY OF MADISON HEIGHTS, MICHIGAN, AMENDMENT TO POLLING LOCATIONS FOR THE CITY OF MADISON HEIGHTS

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

That Chapter 10, Section 10-1 of the Code of Ordinance, City of Madison Heights, Michigan, is hereby amended as follows:

Sec. 10-1. Precincts established; numbers, boundaries.

- (b) The following precincts are hereby established and shall be referred to by number, as follows:

Precinct No. 8 shall be the area bounded as follows: Beginning at the intersection of Twelve Mile Road and the Chrysler Expressway; thence east along Twelve Mile Road to John R Road to Point A; thence south along John R Road to Gardenia Avenue; thence west along Gardenia to Dartmouth Street; thence north along Dartmouth Street to Bellaire Avenue; thence west along Bellaire Avenue to the Chrysler Expressway; thence north along the Chrysler Expressway to the point of beginning; thence continuing from said Point A north along John R Road to a line parallel to the south one-half of Section 12, Township 1 North, Range 11 East; thence east to Dequindre Road; thence south along Dequindre Road to Twelve Mile Road; thence west along Twelve Mile to Point A. The voting place shall be at the John Page Middle School, 29615 Tawas

Section 2. Repealer.

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5. Effective Date.

This Ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

Section 6. Inspection.

A copy of this ordinance may be inspected or purchased at the City Clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-146. Minutes.

Motion by Councilman Fleming, seconded by Councilor Rohrbach, to approve the Special City Council meeting minutes of 04-11-22, as printed.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-147. Minutes.

Motion by Councilor Rohrbach, seconded by Councilwoman Aaron, to approve the Regular City Council meeting minutes of 04-11-22, and the Special City Council meeting minutes of 04-18-22, as printed.

Yeas: Aaron, Fleming, Rohrbach, Soltis, Wright, Grafstein
Nays: None
Absent: Bliss
Motion carried.

CM-22-148. Mayor and Council - Comments.

Councilwoman Aaron is excited for the 2022 Festival in the Park Fireworks Display. She shared that May is Mental Health Awareness Month and spoke about the importance of mental health.

Councilor Wright concurred with the importance of mental health and May 5th as the National Day of Prayer. He congratulated Police Chief Haines and his department for receiving their accreditation. Councilor Wright sends his regards to former HREC Chairperson Cemone Moy and thanked her for her commitment to the City. He expressed his appreciation for City Manager Marsh, DPS Director Almas and Public Works Supervisor Ballantine for their participation at the recent Active Adult Center Advisory Board meeting. Councilor Wright encouraged everyone to be kind.

City Attorney Sherman commended Police Chief Haines, Deputy Chief LeMerise and their department on accomplishing their accreditation.

City Manager Marsh praised our dependable Police Department on obtaining their accreditation. She congratulated the Fire Department for the purchase of their exercise equipment.

Deputy City Clerk Boucher had no comments this evening.

Councilor Rohrbach congratulated Police Chief Haines and his department for a job well done. She briefly spoke about the Oakway Fire Ops 101 class for elected officials and supports the FEMA Wellness Grant to help improve our Fire Departments facilities. She gave a special thanks to the paramedics and first responders for helping in our community.

Councilman Fleming thanked Police Chief Haines and his department for the great accomplishment of their accreditation. He shared that April is Autism Awareness Month and National Donate Life Month. Our Fire Department had a fundraiser selling t-shirts for Autism Awareness Month and donations went to an organization in the City to support autism. Councilman Fleming reminded everyone that as of May 3rd, Real Identification is required in the State of Michigan; this is separate from the Enhanced Driver's License that allows residents to cross the Canadian and Mexican borders.

Councilman Soltis stated that he is proud of the Police Department and expressed his thanks to Chief Haines for doing a great job. He has been on

Council for eight years and it is impressive the progress the Police Department has made. Everyone does a fantastic job. He stated that he started teaching and he has noticed a lot of anxiety with the students, regardless of age. He recommended that adults refrain from smoking marihuana around minors and it is detrimental to children. He thanked everyone for attending this evening.

Mayor Grafstein echoed congratulation comments on the Police Department's Accreditation. She thanked Councilwoman Aaron for addressing mental health. Unfortunately, although there is more help, there is still a stigma associated with mental health issues. Please try to listen and be kind. Like so many issues, mental health needs to be addressed year round, not just for a month. For those that may need help, you can call Common Ground. She stated that she is excited about Festival in the Park fireworks returning this year. She noted that the *5K Run/Walk for the Health of It* was last week and was a great family event. A few people have called her regarding speeding and this seems to be exasperated due to construction. Please be vigilant as a driver or pedestrian. It is coyote mating season, so keep an eye out and watch out for your children and pets. She addressed comments on panhandlers, stating this is not just a Madison Heights issue. The bottom line is panhandling is considered freedom of speech and not illegal. The next meeting is May 9th.

CM-22-149. Adjournment.

There being no further business, the meeting was adjourned at 8:31 p.m.

Roslyn Grafstein
Mayor

Phommady A. Boucher
Deputy City Clerk