

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

SUBMITTED TO: Melissa R. Marsh, City Manager

SUBMITTED BY: R. Corey Almas, Director of Public Services DATE: 7/19

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 7/25

**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**

2022-27 Macomb County Road Commission Winter Maintenance Agreement

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

**POLICY CONSIDERATION**

Attached is the new 5-year agreement with Macomb County for the City to provide winter maintenance on Dequindre Road, from 10 Mile to 14 Mile. This contract allows \$7,120.91 per mile of road, which matches the per-mile cost from the Road Commission for Oakland County. The total amount of the contract is \$28,982.10 annually. Matching Oakland County's price has resulted in a 13% increase from last year.

Staff recommends that City Council approve the contract and authorize the Mayor and City Clerk to sign on behalf of the City.

**FINANCIAL IMPACT**

No Impact _____	Fee Waiver Proposed _____
Budgeted Fund Name(s) <u>Reimbursement-Macomb Cty.</u>	Department Name <u>Major Streets - Revenues</u>
Appropriated in Acct. No. <u>202-025-676-6782</u>	Budget Amount _____
Amount Available in Acct. _____	
Second Account Number _____	Budget Amount _____
Amount Available in 2 <sup>nd</sup> Acct. _____	Revenue Generated <u>\$28,982.10</u>
Other Comments _____	

**REVIEW CHECKLIST**

DEPARTMENT R. Corey Almas, Director of Public Services DATE 7/19

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

CITY MANAGER Melissa R. Marsh, City Manager DATE 07-19-22

## **MAINTENANCE AGREEMENT**

Under Act 51 Public Acts of 1951  
as Amended and Supplemented

This Agreement made this 18th day of August, 2022, between the Macomb County Department of Roads, State of Michigan, a Municipal Body Corporate, hereafter referred to as "COUNTY" and the City of Madison Heights, Oakland County, State of Michigan, a Municipal Body Corporate, hereafter referred to as "CITY", witnesseth as follows to wit:

- A. There is located a County Line road, bordering the counties of Macomb and Oakland, which is a County Road heretofore legally established as a County Road and part of the County Primary System in the County of Macomb under the provisions of Act 51 of the Public Acts of 1951, as amended and supplemented as Act 153 and 262 of 1957, of this State.
- B. The road referred to in the foregoing paragraph is described in Exhibit A attached to this agreement and made part hereof.
- C. CITY desires to be responsible hereafter for the winter maintenance of said road under the terms of this agreement and COUNTY agrees to participate in the cost thereof as provided herein and no more.
- D. The "Winter Maintenance" included in the terms of this agreement shall be such as hereafter defined.
  - I. CITY agrees to provide winter maintenance on said road and to be responsible for the entire cost thereof, subject only to the payment of part of said cost as hereafter set forth by COUNTY.
  - II. "Winter Maintenance" as herein required to be done by CITY shall include the following minimum requirements:
    - SNOW AND ICE CONTROL
    - Snow Removal by blading, plowing and other similar means.
    - Ice control by salting, sanding, scraping and other similar means.
  - III. CITY agrees to keep said road in such condition as to be usable by the general public as public highways.

CITY agrees to hold first party harmless from any and all costs of maintenance (subject only to the provisions of paragraph V (hereof) and to protect and defend COUNTY against any loss or damage whatsoever which can possibly arise out

of second CITY'S maintenance and/or failure to maintain as required by this agreement, said road.

- IV. In consideration of the assumption of said "Winter Maintenance" by CITY, COUNTY agrees to pay to CITY the sum of \$7,120.91 per mile per year where it has four or more lanes of through traffic to be used by second party for such maintenance payments to be made on receipt of invoices.

Said cost incurred by the CITY for services which are to be rendered (Winter Maintenance as described in Section II) shall not exceed the sum of \$28,982.10, as set forth in Exhibit A.

- V. The making of said payment shall constitute COUNTY'S entire obligation in reference to said winter maintenance and the usual standards set up by the COUNTY shall control, but should any dispute arise as to the character or extent of said maintenance or to second CITY'S performance hereunder, the controversy maybe referred to an arbitration board consisting of the Director of Roads, the City of Madison Heights Engineer and a third person to be chosen by them for settlement thereof.
- VI. This Agreement shall continue for a period of five consecutive years (based on COUNTY fiscal year) beginning October 1, 2022 and ending September 30, 2027. It is agreed that amendments during the term of this agreement for adjustments to costs for services are permitted upon mutual agreement of both parties, and an amendment may be made to this agreement to cover such adjustments with the change in cost initialed by both signing parties.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

**WITNESS**

**MACOMB COUNTY**

\_\_\_\_\_

\_\_\_\_\_  
John Paul Rea, AICP, Deputy County Executive

**WITNESS**

**CITY OF MADISON HEIGHTS**

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

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\_\_\_\_\_  
Cheryl E. Rottmann, Clerk

## EXHIBIT A

### 1. DEQUINDRE ROAD

Extending from Ten Mile Road to Fourteen Mile Road a distance of 4.07 miles at \$7,120.91 per mile.