



**CITY OF MADISON HEIGHTS**  
**CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.**  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**FEBRUARY 09, 2026 AT 6:30 PM**

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**CALL TO ORDER**

**ROLL CALL**

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

**APPROVAL OF THE AGENDA:**

- [1.](#) Additions/Deletions

**PRESENTATIONS:**

- [2.](#) Fire Chief - 2025 Fire Department Awards
- [3.](#) Police Chief - Presentation Thanking Community Partners for Assistance in Finding Lost Child

**PUBLIC HEARINGS:**

**MEETING OPEN TO THE PUBLIC:**

**CONSENT AGENDA:**

- [4.](#) Police Chief - Oakland County P25 Simulcast System Interlocal Agreement
- [5.](#) Community and Economic Development Director - Community Development Block Grant (CDBG) Funded Yard Service- Lawn Service
- [6.](#) 2026 Random Acts of Kindness Proclamation - Show Us Your Kind
- [7.](#) City Council Regular Meeting Minutes of January 26, 2026

**COMMUNICATIONS:**

**REPORTS:**

- [8.](#) Library Advisory Board - 2026 Board and Commission Workplan
- [9.](#) City Attorney - Resolution Amending Official Map for Allowed Parcels for Adult Use Marihuana Establishments
- [10.](#) City Attorney - Resolution Amending Official Map for Allowed Parcels for Medical Marihuana Establishments

**ITEMS FOR FUTURE PUBLIC HEARINGS:**

**BID AWARDS/PURCHASES:**

- [11.](#) Police Chief - Renewal of Towing Contract with Service Towing

**ORDINANCES:**

- [12.](#) City Attorney - Ordinance No. 2210 - Amendment to Number of Adult Use Marihuana Facilities Licenses, First Reading

- [13.](#) City Attorney - Ordinance No. 2211 - Amendment to Number of Medical Marihuana Facility Licenses, First Reading
- [14.](#) City Attorney - Ordinance No. 2209 - Amendment to Adult Use Marihuana Facilities Hours of Operation, First Reading
- [15.](#) City Attorney - Ordinance No. 2212 - Amendment to Medical Marihuana Facilities Hours of Operation, First Reading

**UNFINISHED BUSINESS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT**

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

**DATE:** February 5, 2026  
**TO:** City Council  
**FROM:** Melissa R. Marsh, City Manager  
**SUBJECT:** Agenda Comments Regular Council Meeting of Monday, February 9, 2026

**PRESENTATIONS:**

2025 FIRE DEPARTMENT AWARDS

Fire Chief Lelito has requested time to present the 2025 Fire Department Awards.

PRESENTATION THANKING COMMUNITY PARTNERS FOR THEIR ASSISTANCE IF FINDING LOST CHILD

On Sunday, February 1, 2026, the Madison Heights Police Department, along with nearly 30 other public safety agencies, underwent an exhaustive 8-hour search for a missing non-verbal autistic 6-year-old child. At the conclusion of the search, the child was safely located inside a nearby resident's unlocked home. Police Chief Brent LeMerise will provide a brief presentation thanking those who assisted in finding the missing child.

**CONSENT AGENDA:**

POLICE CHIEF - OAKLAND COUNTY P25 SIMULCAST SYSTEM INTERLOCAL AGREEMENT

Approval is requested for an Interlocal Agreement between the City of Madison Heights and Oakland County for continued participation in the Oakland County P25 Simulcast Public Safety Radio System, which replaced the legacy county radio system which has now reached end-of-life. The P25 system provides modern, countywide, interoperable public safety communications integrated with the Michigan Public Safety Communications System (MPSCS). The agreement establishes operational responsibilities, governance, and cost provisions, and allows the City to continue using this mission-critical communications infrastructure, with ongoing costs billed quarterly by Oakland County in accordance with established System Policies. There are no cost increases in this contract.

Police Chief Brent LeMerise recommends the City Council approve the Interlocal Agreement between the City of Madison Heights and Oakland County for participation in the Oakland County P25 Simulcast System and authorize the Mayor to sign on behalf of the city.

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED YARD SERVICE – LAWN SERVICE

The request is being made to award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Zimmerman Lawn & Snow, at a unit price of \$23.00 per lot for the 2026 mowing season, and to authorize the City to proceed to the next lowest responsible bidder beginning with Capital Landscapes at unit pricing of \$25.00 per lot in the unlikely event that the contract with Zimmerman Lawn & Snow is canceled due to non-performance or other issues.

## 2026 RANDOM ACTS OF KINDNESS PROCLAMATION - SHOW US YOUR KIND

City Council is scheduled to proclaim the week of February 15 through February 21, 2026, as Random Acts of Kindness Week. In its 30<sup>th</sup> consecutive year of celebrating Random Acts of Kindness Week, the City will again celebrate the human capacity for kindness. We encourage everyone to show us your kind.

## **REPORTS:**

### LIBRARY ADVISORY BOARD - 2026 BOARD AND COMMISSION WORKPLAN

Submitted for Council's consideration is the Library Advisory Board's 2026 Work Plan. Should Council feel the plan meets their expectations, a motion to approve the plan would be in order. If the plan does not meet Council's expectations, it is recommended the plan be sent back to the Library Advisory Board for revisions.

### CITY ATTORNEY - RESOLUTION AMENDING OFFICIAL MAP FOR ALLOWED PARCELS FOR ADULT USE MARIHUANA ESTABLISHMENTS

This resolution amends the official map for allowed parcels for Adult Use Marihuana establishments. Specifically, this map identifies and reduced the individual parcels that are eligible for the location of adult-use marihuana establishments.

Staff recommends City Council adopt the resolution to amend the Official Map of allowed parcels for Adult Marihuana establishments as presented.

### CITY ATTORNEY - RESOLUTION AMENDING OFFICIAL MAP FOR ALLOWED PARCELS FOR MEDICAL MARIHUANA ESTABLISHMENTS

This resolution amends the official map for allowed parcels for Medical Use Marihuana establishments. Specifically, this map identifies and reduced the individual parcels that are eligible for the location of adult-use marihuana establishments.

Staff recommends City Council adopt the resolution to amend the Official Map of allowed parcels for Medical Marihuana establishments as presented.



## **BID AWARDS/PURCHASES:**

### **POLICE CHIEF - RENEWAL OF TOWING CONTRACT WITH SERVICE TOWING**

The City's towing services contract with Service Towing expires on March 31, 2026. After consultation with the City Manager and legal counsel, staff recommends renewing the contract based on Service Towing's more than 30 years of reliable service, fair and competitive pricing, and strong operational performance. Service Towing consistently provides prompt response to accident scenes, maintains a robust and well-equipped fleet, and continues to invest in service enhancements, including planned modernization of the impound lot to address electric vehicle safety concerns. This long-term agreement would also provide cost stability by mitigating inflationary impacts. The contract raises the cost per tow by \$5 for the first five years and then an additional \$5 per tow in year 6-10 as well as increases the facility fee received by the city by \$250 per month. The contract also permits the city or the contractor the right to extend the contract past the initial contract period with the consent of the other party.

Police Chief Brent LeMerise recommends the City Council approves the ten-year renewal of the towing contract with Service Towing and the City of Madison Heights and authorize the Mayor and City Clerk to sign on behalf of the city.

## **ORDINANCES:**

### **CITY ATTORNEY - ORDINANCE NO. 2210 - AMENDMENT TO NUMBER OF ADULT USE MARIHUANA FACILITIES LICENSES, FIRST READING**

This Ordinance amends Section 7-405(c) of the City's Adult Use Marihuana Facilities ordinance to reduce the number of a adult use marihuana facility licenses (retailer and processor) issued in Madison Heights from five (5) to four (4) further this ordinance will limit the number of transporter to one (1); Safety Compliance Facilities to four (4); and Grower class C from 25 to 8.

Staff recommends City Council adopt Ordinance No. 2210 on first reading and schedule the second reading for February 23, 2026.

### **CITY ATTORNEY - ORDINANCE NO. 2211 - AMENDMENT TO NUMBER OF MEDICAL MARIHUANA FACILITY LICENSES, FIRST READING**

This Ordinance amends Section 7-305(d) of the City's Medical Marihuana Facilities ordinance to reduce the number of a medical marihuana facility licenses (retailer, processor and grower) issued in Madison Heights from five (5) to four (4) further this ordinance will limit the number of transporter to one (1) and Safety Compliance Facilities to four (4).

Staff recommends City Council adopt Ordinance No. 2211 on first reading and schedule the second reading for February 23, 2026.

CITY ATTORNEY - ORDINANCE NO. 2209 - AMENDMENT TO ADULT USE  
MARIHUANA FACILITIES HOURS OF OPERATION, FIRST READING

This Ordinance amends Section 7-312(e) of the City's Adult Marihuana Facilities ordinance to extend the permitted hours of operation for licensed provisioning centers from the current 8:00 a.m.–8:00 p.m. framework to 8:00 a.m.–10:00 p.m., in order to match actual practice in Madison Heights and align with regional norms within approximately a 10 mile radius.

Staff recommends City Council adopt Ordinance No. 2209 on first reading and schedule the second reading for February 23, 2026.

CITY ATTORNEY - ORDINANCE NO. 2212 - AMENDMENT TO MEDICAL MARIHUANA  
FACILITIES HOURS OF OPERATION, FIRST READING

This Ordinance amends Section 7-312(e) of the City's Medical Marihuana Facilities ordinance to extend the permitted hours of operation for licensed provisioning centers from the current 8:00 a.m.–8:00 p.m. framework to 8:00 a.m.–10:00 p.m., in order to match actual practice in Madison Heights and align with regional norms within approximately a 10 mile radius.

Staff recommends City Council adopt Ordinance No. 2212 on first reading and schedule the second reading for February 23, 2026.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 2/9/26

**PREPARED BY:** Fire Chief Lelito

**AGENDA ITEM CONTENT:** 2025 Fire Department Awards

**AGENDA ITEM SECTION:** Presentations

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

2025 Fire Department Awards:

Civilian Citation: Steven Crane, Harley James, and Laura Shultz

Firefighter of the Year: Kristopher Ullman

Distinguished Service Award: Kristopher Ullman and Lucas Smith

Unit Citation: Lt. Damon Brown, Kevin Kelly, Kristopher Ullman, and Jeffrey Badcock

**RECOMMENDATION:**



## AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/9/2026

**PREPARED BY:** Brent LeMerise, Police Chief

**AGENDA ITEM CONTENT:** Presentation Thanking Assistance in Finding Lost Child

**AGENDA ITEM SECTION:** Presentations

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:**

On Sunday, February 1, 2026, the Madison Heights Police Department, along with nearly 30 other public safety agencies, underwent an exhaustive 8-hour search for a missing non-verbal autistic 6-year-old child. At the conclusion of the search, the child was safely located inside a nearby resident's unlocked home. The Police Chief will provide a brief presentation thanking those who assisted in finding the missing child.

**RECOMMENDATION:**

N/A



## AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/9/2026

**PREPARED BY:** Brent LeMerise, Police Chief

**AGENDA ITEM CONTENT:** Oakland County P25 Simulcast System Interlocal Agreement

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:**

Approval is requested for an Interlocal Agreement between the City of Madison Heights and Oakland County for continued participation in the Oakland County P25 Simulcast Public Safety Radio System, which replaced the legacy county radio system which has now reached end-of-life. The P25 system provides modern, countywide, interoperable public safety communications integrated with the Michigan Public Safety Communications System (MPSCS). The agreement establishes operational responsibilities, governance, and cost provisions, and allows the City to continue using this mission-critical communications infrastructure, with ongoing costs billed quarterly by Oakland County in accordance with established System Policies.

We have been operating on the system since about 2023 without an agreement in place. This is a standard agreement to replace the old agreement as requested by Oakland County. There are no cost increases involved in the signing of the agreement. Without this agreement, Madison Heights police and fire will be unable to use the P25 system and have no backup radio system in place. The agreement is essential for functioning of day-to-day public safety services in Madison Heights.

**RECOMMENDATION:**

Police Chief Brent LeMerise recommends the City Council approve the Interlocal Agreement between the City of Madison Heights and Oakland County for participation in the Oakland County P25 Simulcast System and authorize execution of the agreement as presented.

**OAKLAND COUNTY P25 SIMULCAST SYSTEM  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY AND MADISON HEIGHTS**

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This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and Madison Heights, 300 West Thirteen Mile Rd, Madison Heights, MI 48071 ("Public Body"). In this Agreement the County and the Public Body may also be referred to individually as "Party" or jointly as "Parties."

**INTRODUCTION/PURPOSE OF AGREEMENT.**

Since approximately 2004, the County has operated and maintained a County-wide interoperable public safety communications system for use by the County and for use by governmental entities and private public safety entities located within Oakland County ("2004 System"). The County was the owner of the 2004 System. To properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with the governmental entities using the 2004 System--delineating the relationship and responsibilities of the parties. That interlocal agreement was approved by the Oakland County Board of Commissioners in Miscellaneous Resolution #05158.

The 2004 System is now end of life and since 2020, the County has been constructing and implementing a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communications System. The P25 Simulcast System replaces the 2004 System. To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System.

Accordingly, pursuant to the Urban Cooperation Act of 1967, 1967 PA7, MCL 124.501, *et seq.*, the County and the Public Body enter into this Agreement for the purposes set forth herein. In addition, through this Agreement and the operation of the P25 Simulcast System, each Party will be better prepared to serve and to provide aid to citizens of and persons in Oakland County, Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Public Body** means **Madison Heights**, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors. Public Body may be referred to as Public Agency or Agency in the System Policies.
- 1.3. **Claim** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against the County or the Public Body, or for which the County or the Public Body may become legally and/or contractually obligated to pay or defend against; whether direct, indirect or consequential; whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule or regulation, or any alleged violation of federal or state common law; whether any such claims are brought in law or equity, tort, contract, or otherwise; and/or whether commenced or threatened.
- 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Exhibits** mean the following exhibit(s) and their properly promulgated amendments, which are incorporated by reference into this Agreement:
  - 1.6.1. **Exhibit A.** The System Policies.
- 1.7. **FCC** means the Federal Communications Commission.
- 1.8. **Infrastructure Equipment** means all base stations (receivers and transmitters), combiners, antennae, amplifiers, coaxial cable, generators, shelters, network switches and all associated servers and routers (Network Switching center), network connectivity, software for the operation and management of the System, consoles at public safety answering points and back-up public safety answering points, and gateways.

- 1.9. **Michigan Public Safety Communications System (“MPSCS”)** means a statewide multicast digital radio system operated by the Michigan Department of Technology, Management, and Budget.
- 1.10. **Oakland County Department of Information Technology (“OCDIT”)** means the County Department, which operates and manages the System.
- 1.11. **Oakland County P25 Simulcast System or “System”** means the County-wide interoperable 700/800 MHZ voice/data radio system, which is owned by the County and integrated with the MPSCS—including the Infrastructure and Subscriber Equipment.
- 1.12. **System Policies and Procedures (“System Policies”)** means the Oakland County P25 Simulcast System User Guide and Policy Manual and any amendments thereto created by the Technical & Policy Committee and approved by the Oakland County Chief Information Officer (“OCCIO”), which shall govern the management, operation, and use of the System.
- 1.13. **System Technical and Policy Committee (“Technical & Policy Committee”)** means the committee created pursuant to this Agreement, comprised of the individuals set forth in Section 7 and having the responsibilities set forth herein. The Technical & Policy Committee is neither a separate legal entity nor a department, division, or office of the County, but is an advisory group of subject matter experts created with the intent to provide direction, counsel, and recommendations regarding System management, operation, use and having the responsibilities listed herein. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 1.14. **Subscriber Equipment** means mobile and portable radios and all accessories thereto, 800 MHZ pagers, control stations, and emergency responder communication enhancement systems (“ERCES”), including but not limited to, bi-directional amplifiers (“BDA”), Wireless Access Point (“WAP”), and vehicle repeater systems (“VRS”).
2. **ENTITIES PERFORMING UNDER THIS AGREEMENT.** All County responsibilities and obligations set forth in this Agreement shall be performed by OCDIT. All Public Body responsibilities and obligations set forth in this Agreement shall be performed by **the Madison Heights Police Department**. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT concerning System management, operation, and use.
3. **COUNTY RESPONSIBILITIES.**
  - 3.1. **Compliance.** The County shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.



- 3.2. **Access to and Disclosure of Information.** The County may access, use, and disclose to third parties information, records, and any other content to comply with the law, including but not limited to, a subpoena, court order, or Freedom of Information Act request.
- 3.3. **County Point of Contact.** The County Point of Contact is the County Radio Communications Supervisor or successor position. The County Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

#### 4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Compliance.** The Public Body shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding. The Public Body shall require its employees, agents, and volunteers to comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.
- 4.2. **Public Body Point of Contact.** The Public Body shall designate at least one person and an alternate to be a Point of Contact. The Public Body Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. The name of Public Body Point of Contact and alternate shall be conveyed to the County Point of Contact. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.
- 4.3. **Facilities.** At no cost to the County, the Public Body shall provide space in buildings/facilities under the control of or owned by the Public Body to locate and house Infrastructure Equipment and Application Programming interfaces (“API”) for the System. The location of this space shall be mutually agreed to by the Parties and memorialized in writing; provided that an amendment to this Agreement shall not be needed to memorialize the location of the space. The Parties may change the location at any time pursuant to this Section.
- 4.4. **Access.** The County, the MPSCS, and County contractors shall have 24/7 access to Public Body-owned or controlled buildings/facilities necessary to access Infrastructure Equipment and API for maintenance, repair, and replacement. The Parties acknowledge that the Infrastructure Equipment or API may be located in non-public areas and that the Public Body, at its discretion, may require the County to contact the Public Body Point of Contact prior to arrival; provided that Parties agree that in an emergency situation the County may not be able to contact the Public Body Point of Contact prior to arrival.

## 5. **OPERATION AND USE OF SYSTEM AND INFRASTRUCTURE EQUIPMENT.**

- 5.1. **System/Infrastructure Equipment Ownership.** Except for otherwise provided herein concerning Subscriber Equipment, the County is the owner of the System.
- 5.2. **System Licenses.** The County is the FCC license holder for all 700/800 MHZ frequencies used in the System. The County shall maintain these licenses and/or modify the licenses as required to manage, operate, and use the System.
- 5.3. **Public Body Use of System.** The County authorizes the Public Body to use the System according to the terms and conditions of this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the preceding.
- 5.4. **Legacy/Conventional Frequencies.** The Public Body shall be the FCC license holder and maintain any legacy conventional frequencies used by the Public Body, including those interfaced through the System consoles and/or gateways.
- 5.5. **System Maintenance and Repair.** The County shall operate, manage, maintain, and repair the Infrastructure Equipment and System in good order and consistent with industry standards, this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the proceeding.
- 5.6. **Insurance.** The County shall insure or self-insure the System and all County-owned Infrastructure Equipment in the manner and in the amount it deems necessary.
- 5.7. **Audit/Monitor of System.**
  - 5.7.1. **Monitoring of Use of System.** The County and the County's contractors/subcontractors may monitor and audit the Public Body's use of the System and compliance with the System Policies, this Agreement, and applicable federal and state laws, regulations, and rules. The monitoring and auditing of the System may be performed periodically at the discretion of the County and at the sole expense of the County.
  - 5.7.2. **Monitoring by MPCSC.** The MPCSC shall monitor System functionality to make sure the System is operating pursuant to this Agreement and MPCSC standards.
- 5.8. **Training.** The policies and procedures concerning initial and continual training regarding the use of the System will be set forth in the System Policies.

5.9. **Disclaimer of Warranties.**

- 5.9.1. THE SYSTEM, INFRASTRUCTURE EQUIPMENT, SUBSCRIBER EQUIPMENT, OR OTHER ITEMS, WHICH ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."
- 5.9.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.
- 5.9.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE SYSTEM WILL MEET PUBLIC BODY'S REQUIREMENTS OR NEEDS OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

6. **OPERATION AND USE OF SUBSCRIBER EQUIPMENT.**

- 6.1. **Subscriber Equipment Policies/Procedures.** The policies and procedures for the purchase, operation, programming, repair, replacement, and maintenance of Subscriber Equipment will be set forth in the System Policies.
- 6.2. **Ownership of Subscriber Equipment.** Subscriber Equipment purchased by the County shall remain the property of the County (regardless of user). As further described and defined in the System Policies, the County shall pay for the maintenance and repair of County-owned Subscriber Equipment (regardless of user), but shall not pay for the replacement of County-owned Subscriber Equipment for whatever reason. Subscriber Equipment purchased by the Public Body shall remain the property of the Public Body and shall be maintained, repaired and replaced by the Public Body pursuant to the System Policies and at its sole cost.
- 6.3. **Insurance for Subscriber Equipment or Public Body Owned-Facilities.** The County shall not provide insurance for the Subscriber Equipment or Public Body-owned Facilities.

7. **SYSTEM TECHNICAL AND POLICY COMMITTEE.**

- 7.1. **Creation, Composition and Appointment of Technical & Policy Committee.** The Technical & Policy Committee is created as set forth herein. The Technical & Policy Committee shall be comprised of the following individuals ("Committee Members"):
- 7.1.1. The County Radio Communications Supervisor or successor position and one alternate designated by the Radio Communications Supervisor;

- 7.1.2. The OCCIO or successor position and an alternate designated by the OCCIO.
  - 7.1.3. One individual appointed by the Oakland County Medical Control Authority (“OCMCA”) and one alternate designated by the OCMCA.
  - 7.1.4. Three individuals appointed by the Oakland County Police Chiefs Association and three alternates designated by the Oakland County Police Chiefs Association;
  - 7.1.5. One individual appointed by the Oakland County Sheriff and one alternate designated by the Oakland County Sheriff;
  - 7.1.6. The Oakland County 911 Coordinator and one alternate designated by the Oakland County 911 Coordinator;
  - 7.1.7. One individual appointed by MABAS 3202 and one alternate designated by MABAS 3202;
  - 7.1.8. Two individuals appointed by MABAS 3201 and two alternates designated by MABAS 3201. One individual and one alternate must be from a Public Safety Department.
  - 7.1.9. The County Public Safety Business Relationship Manager or successor position and one alternate designated by the County Public Safety Business Relationship Manager.
- 7.2. **Term of Committee Members/Vacancy/Replacement.**
- 7.2.1. Each Committee Member shall be appointed for a term of three (3) years, unless the Committee Member is appointed to fill a vacancy caused for a reason other than the expiration of a term.
  - 7.2.2. If a Committee Member position becomes vacant, for a reason other than expiration of term, then the entity or individual that appointed such individual shall appoint an individual to fulfill the remainder of the vacating member’s unexpired term within fourteen (14) Days. The designated alternate does not automatically replace the vacating member’s position.
  - 7.2.3. A Committee Member may be removed from the Technical & Policy Committee at the will of the entity or individual that appointed the Committee Member.
- 7.3. **Quorum/Voting.** A quorum of the Technical & Policy Committee is a majority of those in office. In order to hold a Technical & Policy Committee meeting a quorum must be present. The Policy & Technical Committee shall act and perform its responsibilities by a majority vote of the quorum present at a meeting. Committee Members shall not vote by proxy.

#### 7.4. **Committee Responsibilities.**

- 7.4.1. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT regarding the management, operation, and use of the System. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 7.4.2. The Technical & Policy Committee shall meet at least twice a year or as needed at the call of the Technical & Policy Committee Chairperson.
- 7.4.3. At the first meeting of the Technical & Policy Committee meeting each calendar year, the Committee shall elect a Chairperson, Vice-Chairperson, and Secretary (collectively “the Officers”). Notwithstanding any other provision, the Officers shall continue to serve in their capacities until the next Officers are elected. The Officers shall have the duties and responsibilities set forth below:
- 7.4.3.1. Chairperson: (1) preside over meetings; (2) set dates, times, and locations for meetings; (3) create and set meeting agendas (4) respond to correspondence received by the Technical & Policy Committee or directs the Secretary to respond, as needed; and (5) ensure Committee Member and alternate appointments are timely received and filled by their appointing bodies/individuals and names are sent to the County Point of Contact.
- 7.4.3.2. Vice-Chairperson: shall assume the duties of the Chairperson, if the Chairperson is absent or unavailable for any reason.
- 7.4.3.3. Secretary: (1) sends out meeting notices and agendas; (2) responds to correspondence as directed by Chairperson; (3) keeps records and meeting minutes and disperses records and meeting minutes to Committee Members; and (4) keeps records of Committee Member appointments and terms and advises the Chairperson of these records on a regular basis.
- 7.4.4. The Technical & Policy Committee shall draft the System Policies that govern the management, operation, and use of the System. The System Policies shall be approved by a quorum of the Technical & Policy Committee. The Technical & Policy Committee shall present the System Policies to the OCCIO for approval and implementation. If the OCCIO does not approve the System Policies, then the System Policies shall be returned to the Technical & Policy Committee for review and revision and then re-submitted to the OCCIO. This process shall be repeated until the OCCIO approves the System Policies. Approval by the OCCIO shall not be unreasonably withheld. After approval by the OCCIO, OCDIT shall compile and assemble the System Policies and send them to the Public

Body. Any changes or amendments to the System Policies shall be drafted, approved, and distributed in accordance with this Section.

7.4.5. The Technical & Policy Committee shall review the System Policies at least once a year to determine if changes or amendments are necessary.

## 8. **FINANCIAL RESPONSIBILITIES.**

- 8.1. The costs and fees associated with the management, operation, and use of the System, the maintenance of the Subscriber Equipment, and the repair, replacement, or purchase of the new Subscriber Equipment shall be set forth in the System Policies. The County shall invoice the Public Body the costs and fees set forth in the System Policies on a quarterly basis, based on calendar year, and the Public Body shall pay such invoice within forty-five (45) Days.
- 8.2. **Cost/Fee Set-Off.** In the event there are any costs or fees imposed and due to the County by the Public Body in connection with this Agreement and/or for the use, operation, or maintenance of the System, the County has the right to offset any amount past due and retain any amount of money due to the Public Body from the County equal to the past due amount, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).
- 8.3. **Possible Additional Services and Costs.** If the County is requested by the Public Body or is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Act request, to search for, identify, produce or testify regarding the Public Body's records, data, or information that is stored by or possessed by the County relating to the System, then the Public Body shall reimburse the County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. The County may waive this requirement in its sole discretion.

## 9. **DURATION OF INTERLOCAL AGREEMENT.**

- 9.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 9.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 11.

## 10. **ASSURANCES/LIABILITY.**

- 10.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees, agents, or volunteers arising under or related to this Agreement.
- 10.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, for any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 10.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 10.4. **Costs, Fines, and Fees for Noncompliance.** Each Party shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.
- 10.5. **Governmental Function/Reservation of Rights.**
  - 10.5.1. The Parties acknowledge that the performance of this Agreement is a governmental function, which function is to provide a public safety communications system to serve and to provide aid for the residents and persons in Oakland County, Michigan.
  - 10.5.2. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 10.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 10.7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8. **Permits And Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its

responsibilities under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

# **11. TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. The Public Body may terminate or cancel this Agreement for any reason upon sixty (60) Days written notice to the County. Within Sixty (60) Days of termination or cancellation of this Agreement, the Public Body must return all Subscriber Equipment (not purchased by the Public Body), all consoles, all control stations, all consolettes, and all ancillary appurtenances to such equipment to the County.

11.2. If Public Body breaches this Agreement, upon sixty (60) Days written notice to the Public Body, the County may terminate or cancel this Agreement upon recommendation by the Technical & Policy Committee, or if in the opinion of the County the System is no longer operational.

11.3. The Interlocal Agreement governing the 2004 System shall terminate upon full execution of this Agreement and this Agreement shall govern the operation and management of the System.

12. **SUSPENSION OF SERVICES.** County, through the OCCIO and upon recommendation of the Technical & Policy Committee, may immediately suspend Public Body's use of the System for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to use of this System; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if the Public Body's use of the System is suspended under this Section.

13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

14. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

15. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances



beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Public Body shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the County.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 20.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, **Radio Communications Supervisor**, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
  - 20.2. If Notice is sent to the Public Body, it shall be addressed to: **Chief of Police, 280 W. Thirteen Mile Rd., Madison Heights, MI, 40871.**
  - 20.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

21. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties must first be submitted to the OCCIO and Public Body's **Chief of Police**. The OCCIO and Public Body's **Chief of Police** shall promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in ten (10) business days, the dispute shall be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees shall meet promptly and confer in an effort to resolve such dispute.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.
24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Disclaimer of Warranties (Section 5.9); Assurances/Liability (Section 10); and Dispute Resolution (Section 21).
25. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
27. **AUTHORIZATION.** The Parties certify and warrant that their respective signatories have the requisite authority to execute and bind them to this Agreement and the duties and responsibilities contained herein.

**IN WITNESS WHEREOF**, \_\_\_\_\_ acknowledges that he/she has been authorized by resolution of the \_\_\_\_\_, to execute this Agreement on behalf of the Public Body and accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges he has been authorized by resolution of the Oakland County Board of Commissioners, to execute this Agreement on behalf of Oakland County and accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_

David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/9/2026

**PREPARED BY:** Giles Tucker, Community & Economic Development Director

**AGENDA ITEM CONTENT:** Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:**\$38,000.00

**FUNDS REQUESTED:**\$38,000.00

**FUND:** Contractual Services - 276-400-8180-000

**EXECUTIVE SUMMARY:**

Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

**RECOMMENDATION:**

The request is being made to award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Zimmerman Lawn & Snow, at a unit price of \$23.00 per lot for the 2026 mowing season, and to authorize the City to proceed to the next lowest responsible bidder beginning with Capital Landscapes at unit pricing of \$25.00 per lot in the unlikely event that the contract with Zimmerman Lawn & Snow is canceled due to non-performance or other issues. The budgeted amount is not to exceed \$38,000.00 for the CDBG mowing season.

**MEMORANDUM**

**DATE:** February 3, 2026

**TO:** Melissa Marsh - City Manager

**FROM:** Giles Tucker - Community & Economic Development Director

**SUBJECT:** CDBG Yard Services- Lawn Services

---

**BACKGROUND:**

In accordance with HUD regulations, the City has posted a bid for CDBG funded Lawn Cutting Services for the 2026 season. The bid was posted on the MITN online cooperative bidding system ([www.mitn.info](http://www.mitn.info)) where it was sent to 823 vendors. Out of the 823 vendors, 47 vendors downloaded the bid documents. On January 29, 2026, at 2:00pm seven (7) responsive bids were opened.

**CDBG Yard Services- Lawn Services:**

The lowest qualified bidder is Zimmerman Lawn & Snow at \$23.00 per residence/lot. Zimmerman Lawn & Snow has been awarded this contract in the past and has a reputation for excellent service doing so. The second lowest cost came from Capital Landscapes at \$25 per residence/lot. Staff asks to be authorized to proceed with Capital Landscapes and next lowest bidder and so on in the unlikely event that the contract with Zimmerman Lawn & Snow is cancelled due to non-performance or other issues.

The proposed contract between the City and Zimmerman Lawn & Snow will service up to 50 residences for up to 28 cuts per residence for the season. At \$23.00 per residence this equates to an estimated total contract amount of \$32,200. Staff suggests that Council authorize a total contract amount not to exceed \$38,000 to account for any unforeseen changes or additional services that may be necessary.

**STAFF RECOMMENDATION:**

Staff recommend that City Council award the CDBG funded Yard Service- Lawn Services program contract to the lowest responsible bidder, Zimmerman Lawn & Snow at a unit price of \$23.00 for the 2026 Lawn Service season, and to authorize the City to proceed to the next lowest & responsible bidder beginning with Capital Landscapes at \$25.00 per residence/lot in the unlikely event that the contract with Zimmerman Lawn & Snow is cancelled due to non-performance or other issues.

**PRICING SECTION**

THE CITY IS NOT REQUIRING A BID BOND FOR #MH 26-03

Number of full-time employees 5 Number of part-time employees 3

Years in Business: 30

List of Equipment to be used FOR THIS CONTRACT (attach additional sheets as necessary):

Exmark Mowers Lazer 2 Enclosed Trailers weed whips +  
Back pack blowers

Price per lot (avg. 60' x 120') \$ 23<sup>00</sup>

**Optional Add-On Services (provide separate pricing):**

Gutter Cleaning (per property): \$ —

Yard Clean-Up (per property): \$ 115<sup>00</sup> (leaves only)

Payment Terms: Contractor will be paid on a bi-weekly basis.

**COMPANY INFORMATION**

Signature John Purdue

Print name/title John Purdue

Company Zimmerman Lawn + Snow

Address 26830 Fernwood Roseville MI 48066

Phone (586) 484-1721 Fax — Date 1-28-26

Email: ZimmermanZim@comcast.net

CITY OF MADISON HEIGHTS  
300 WEST THIRTEEN MILE ROAD  
MADISON HEIGHTS MI 48071

Item 5.

Questions regarding services to be provided should be directed to Jennifer Cowan at (248) 545-3464.

CITY OF MADISON HEIGHTS  
300 WEST THIRTEEN MILE ROAD  
MADISON HEIGHTS MI 48071

Item 5.

References:

Please list contact information for three (3) references; municipalities preferred:

1. Contact Name: Heather Parker  
Company/Municipality Name: City of Madison Heights  
Address: \_\_\_\_\_  
Contact Phone( 248 ) 545-3464  
Contact Fax ( \_\_\_\_\_ ) \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_
2. Contact Name: Mike Bastone  
Company/Municipality Name: Macomb Community Action  
Address: \_\_\_\_\_  
Contact Phone( 586 ) 469-5524  
Contact Fax ( \_\_\_\_\_ ) \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_
3. Contact Name: Doug  
Company/Municipality Name: Oakview Apts.  
Address: \_\_\_\_\_  
Contact Phone( 586 ) 598-0300  
Contact Fax ( \_\_\_\_\_ ) \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_



CITY OF MADISON HEIGHTS  
300 WEST THIRTEEN MILE ROAD  
MADISON HEIGHTS MI 48071

Item 5.

NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

John Purdue

being duly sworn deposes and says:

That he/she is Owner of Zimmerman Lawn & Snow  
(state official capacity in firm)

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



(Signature of person submitting bid)

Subscribed and sworn this 28<sup>TH</sup> day of January, 2026 before me, a Notary Public in and for said County.

  
Notary Public

My Commission Expires:

6.17.2028

**PENNY L MEEKHOF**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires June 17, 2028  
Acting in the County of MACOMB

CITY OF MADISON HEIGHTS  
300 WEST THIRTEEN MILE ROAD  
MADISON HEIGHTS MI 48071

Item 5.

INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Zimmerman Lawn + Snow (Contractor/Company)  
By and through the undersigned John Purdue (Individual),  
Its Owner (Title), respectively, agrees to indemnify and hold harmless the City of  
Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan  
48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates, successors and  
assigns from any and all liability arising, directly or indirectly, from the following activity:

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City,  
its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the  
above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its  
own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding  
the foregoing, this Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the  
sole omissions to act on the part of the City of Madison Heights.

[Signature]  
(Signature of person submitting bid)

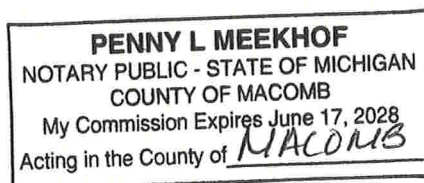
Subscribed and sworn this 28<sup>th</sup> day of January, 2026 before me, a Notary Public in and for  
said County.

[Signature]  
Notary Public

County of MACOMB

My Commission Expires: 6.17.2028

Acting in County of MACOMB



City of Madison Heights  
Preliminary Bid Opening Form  
January 29, 2026 2:05pm  
Description of Item: MH 26-03 Yard Services - Lawn Services

No.	Rejected	Contractor	Location	Sealed Bid	Bid Info on Env	Add	Qualif	Bid Bo	Proposal/Bid Sheet	Reference Sheet	Hold Harmless Agreement	Non Collusion Affidavit Notarized	Total Bid Price
1		Zimmerman Lawn & Snow	Roseville, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$23 per lot
2		Net Solutions LLC	Detroit, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$45 per lot
3		Capital Landscapes	Ferndale, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$25 per lot
4		Allen's Landscape	Gross Pointe Park, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$29.30 per lot
5		Michigan Allied Lawn & Landscape LLC	Shelby Twp, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$55 per lot
6		Winners Circle Turf	Utica, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$32 per lot
7		Luxury Lawn And Snow LLC	Farmington Hills, MI	x	x	n/a	n/a	n/a	x	x	x	x	\$39 per lot
8						n/a	n/a	n/a					
9						n/a	n/a	n/a					
10						n/a	n/a	n/a					

**PROCLAMATION  
RANDOM ACTS OF KINDNESS WEEK**

**WHEREAS,** our daily news is dominated by tragic stories of crime, violence and disaster, often leaving citizens with feelings of despair and helplessness; and,

**WHEREAS,** Twenty-nine years ago former Councilwoman Margene Scott created the very first proclamation and introduced *Random Acts of Kindness Week* to the City of Madison Heights, and has helped the City celebrate Random Acts of Kindness each year since through her dedicated services to the City and continues to do so after her retirement in 2019; and,

**WHEREAS,** Random Acts of Kindness Week is enacted to encourage Madison Heights residents to commit conscious acts of goodwill as an affirmation of the goodness and generosity of the human spirit; and,

**WHEREAS,** by performing small acts of kindness on a daily basis, we have an opportunity to recognize and celebrate the far-reaching effects we as individuals can have on the world around us; and,

**WHEREAS,** it is time for everyone to exemplify kindness in our daily lives, and make an effort to be better humans. Remember to SHOW US YOUR KIND. The work of being kind never ends, and kindness is truly essential to our survival. Being kind every day is one way we can all make a difference.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and City Council proclaim the week of February 15-21, 2026 as

**RANDOM ACTS OF KINDNESS WEEK**

and urge all citizens to join in celebrating the week with acts of kindness, patience and understanding, and we challenge you to make kindness a way of life, all year long.



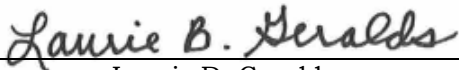
Corey K. Haines  
Mayor




Toya Aaron  
Councilwoman



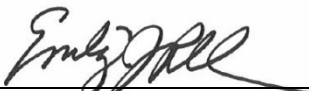
Sean D. Fleming  
Councilman



Laurie D. Gerald  
Councilor



William J. Mier  
Mayor Pro Tem



Emily J. Rohrbach  
Councilor



Quinn J. Wright  
Councilor

City Council Regular Meeting  
Madison Heights, Michigan  
January 26, 2026

A City Council Regular Meeting was held on Monday, January 26, 2026 at 6:30 PM at City Hall  
- Council Chambers, 300 W. 13 Mile Rd.

**PRESENT**

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

**ALSO PRESENT**

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

Councilor Gerald gave the invocation and the Pledge of Allegiance followed.

**CM-26-08. Addition to the Agenda.**

Motion to include the Historical Commission Work Plan with agenda item #8, Board and Commission 2026 Work Plans.

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

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

Motion carried.

**PRESENTATIONS:**

**SEMCOG Grant Presentation - Traffic Calming and Safety Enhancements**

The city has been awarded SEMCOG's Transportation Alternatives Grant in the amount of \$180,602 for traffic calming and safety enhancements. City Planner Matt Lonnerstater made a brief presentation of the project scope, followed by comments by SEMCOG Planning Director Kevin Vettraino. Mayor Haines thanked Mr. Vettraino for attending tonight and for their continued support of the city, as well as thanked the elected officials and their representatives that attended the meeting this evening.

## **MEETING OPEN TO THE PUBLIC:**

Deputy City Manager/City Clerk Rottmann noted correspondence was received from Mary Harp and that communication was provided to City Council.

### **CM-26-09      Consent Agenda.**

Motion to approve the Consent Agenda as read.

Councilman Fleming requested the Proclamation Recognizing Holocaust Remembrance Day be read by City Manager Marsh.

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

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

Motion carried.

### **CM-26-10.      City Council Special Meeting Minutes of January 12, 2026.**

Motion to approve the City Council Special Meeting Minutes of January 12, 2026, as printed.

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

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

Motion carried.

### **CM-26-11.      City Council Regular Meeting Minutes of January 12, 2026.**

Motion to approve the City Council Regular Meeting Minutes of January 12, 2026, as printed.

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

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

Motion carried.

### **CM-26-12.      Proclamation Recognizing International Holocaust Remembrance Day.**

Motion to adopt the Proclamation Recognizing International Holocaust Remembrance Day.

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

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

Motion carried.

**CM-26-13. City Manager - Oakland Community Health Network - Mental Health Co-Responder Program Contract.**

Motion to approve the contract extension and Amendment Number 2 with the Oakland County Community Health Network for continuation of the Co-Responder Program through September 30, 2026.

City Council discussed the contract extension for the Mental Health Co-Responder program through September 30, 2026, emphasizing its critical role in community safety while addressing concerns regarding long-term financial sustainability. Council members praised the program as an "extremely valuable" resource that provides compassionate support to vulnerable residents and improves outcomes for first responders. The program is currently covered by grant funding from the Oakland County Board of Commissioners. City Manager Marsh stated that if grant funding is not renewed after September 30, 2026, the city's estimated portion would be approximately \$26,000 for the remainder of the city's fiscal year. City Manager Marsh noted that at least one other partner city might withdraw from the program if they are forced to fund it locally due to budget constraints. County Commissioner Ann Erickson-Gault explained that the program was originally intended to be a one-year pilot using ARPA funds, but she is advocating for continued county support to help communities through these fiscal challenges.

Council members sought clarification on how the program functions on a daily basis, specifically asking about team deployment, responder training, and success statistics. City Manager Marsh explained that OCHN acts as the technical expert, managing co-responders for the Sheriff's department and multiple other communities. To address these questions, the Manager committed to providing the Council with quarterly reports to track the program's impact and effectiveness within Madison Heights.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

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

Motion carried.

**CM-26-14. Director of Public Services - John R Construction Contract.**

Motion to approve the following Resolution Approving Participation in the Construction Funding Agreement for Contract 25-5600, and authorize Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City.

## RESOLUTION

**WHEREAS**, John R. Road from 11 Mile Road to a point north of 12 Mile Road is under the jurisdiction of the City of Madison Heights, is eligible for federal funding, and is in significant need of rehabilitation; and

**WHEREAS**, the City of Madison Heights has applied for and received funding for the rehabilitation of this portion of John R. Road through the Oakland County Federal Aid Committee, with construction scheduled for the spring of 2026; and

**WHEREAS**, this project represents a partnership between the City of Madison Heights and the Michigan Department of Transportation (MDOT) as a federally funded MDOT Local Agency Project; and

**WHEREAS**, MDOT has provided the construction funding agreement for this project, and requires the City to execute same in a timely manner

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council approves participation in the construction funding agreement for Contract 25-5600, and authorizes Mayor Corey K. Haines and City Clerk Cheryl E. Rottmann to sign and execute on behalf of the City.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

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

Motion carried.

### **CM-26-15. Board and Commission 2026 Workplans.**

Motion to approve the Arts Board, Crime Commission, Human Relations and Equity Commission, Environmental Citizens Commission and the Historical Commission 2026 Workplans as submitted.

Motion made by Councilor Wright.

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

Motion carried.

### **CM-26-16. Amendments to FY 2025-26 Budget.**

Motion to approve the attached Budget Amendments to the FY 2025-26 Budget and appropriate the necessary funds.

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

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

Motion carried.



## COUNCIL COMMENTS:

Councilman Fleming announced an upcoming fundraiser for the animal shelter at the Coach Grill on February 3rd, where 10% of proceeds will be donated. He also advocated for lowering the city's snow emergency threshold from four inches to three inches and reminded residents to place waste bins close to the curb for automated collection arms. Additionally, he requested a merge sign for westbound 11 Mile Road to improve traffic safety and shared plans for a Historical Commission trip to the Holocaust Center in West Bloomfield.

Councilor Laurie Gerald's praised the local food pantry for remaining open during extreme cold and recognized the success of the Fire Department's warming shelter, which assisted seven adults over the weekend. She expressed gratitude to residents and donors who provided food, water, and games to support those utilizing the shelter.

Councilor Rohrbach expressed excitement for the "Safe Streets" grant but noted that construction would not begin until 2027. She emphasized that traffic calming requires personal responsibility from drivers, especially in snowy conditions, and requested proactive communication with Wolverine Street residents regarding upcoming road disruptions.

Deputy City Manager/City Clerk Rottmann informed all registered voters that new voter ID cards would be mailed out due to changes in state senate districts and consolidated city precincts. She noted that while precinct numbers and voting locations may have changed, information is available on the city website.

Councilwoman Aaron reminded the community about the "I Love the Library" bookmark contest, which has a submission deadline of January 31st. She also supported the discussion to review the snow emergency threshold and applauded the Department of Public Services (DPS) for keeping the roads clear during the recent storm.

Mayor Pro Tem Mier encouraged residents to participate in winter activities such as the "Hearts in the Parks" program and snowshoeing. He also extended special congratulations to residents Dave and Beverly Hughes on the occasion of their 70th wedding anniversary.

Councilor Wright commended city staff for their leadership in securing grants and vowed to continue seeking traffic solutions for neighbors on Dartmouth and Parker. Closing with a quote from Martin Luther King Jr., he urged the community to speak up on important issues and to remember to be kind.

City Manager Marsh confirmed she would meet with DPS to review snow emergency processes, noting that weather patterns have changed significantly over the last 15 years. She highlighted progress on the John R rehabilitation project and the city's support for a grant application for Dequindre Road, which is owned by Macomb County. She also offered a special thank you to Firefighter Matt Sirvio for arranging transportation for residents at the warming shelter.

Mayor Haines celebrated officiating his first wedding at City Hall and joined in honoring the 70th anniversary of the Hughes couple. He reminded local businesses that plowing snow into public streets or onto neighboring properties is an ordinance violation. Finally, he addressed the poor condition of Dequindre Road south of 14 Mile, confirming that the city is in contact with Macomb County regarding potential repairs.

**ADJOURNMENT:**

Having no further business, Mayor Haines adjourned the meeting at 7:30 p.m.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/10

**PREPARED BY:** Melissa Marsh, City Manager

**AGENDA ITEM CONTENT:** Board and Commission 2026 Workplan - Library Advisory Board

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:**

**EXECUTIVE SUMMARY:**

Work Plans for the 2026 calendar year have been submitted for the Library Advisory Board

**RECOMMENDATION:**

It is recommended that City Council approve the plan if it meets their expectations. If the plan does not meet Council's expectations for 2026 activity it is recommended that the plan be sent back to the Board directions for revisions.

## Library Advisory Board Work Plan 2026

Project/ Goal	Policy Review	Speaker Series	Event Promotion
<b>Benefit</b>	Updated policies	Community Awareness	Community Awareness
<b>Subcommittee Members</b>	Chair May, Scott, Juska-Svoba, Staff Liaison Verdun-Morris	Chair Aaron, Marek, Eritano, & Mentzer. Heather Hames is recommended staff liaison	Chair Nagle, Hill, Eritano. Communications Department is recommended staff liaison
<b>Resources Needed</b>	Policies	Snacks, Staff Liaison for facility scheduling	Copies for distribution at local businesses, Staff liaison for branding consistency
<b>Measures of Success</b>	One policy updated quarterly	Bimonthly events beginning in March	Increased event attendance
<b>Priority</b>	1	2	3
<b>January Update</b>			
<b>April Update</b>			
<b>July Update</b>			
<b>October Update</b>			

### Board and Commission Work Plan Guidelines and Process

The City Council will vote on the board and commission work plans annually. Work plans are due by January each year and should consist of up to three priorities. The City Council will ask the Board or Commission Chair to present the work plan to the City Council.

- Review purpose of the Board or Commission (from Code of Ordinances)

The board shall study and make a written recommendation to the city council concerning short and long-term improvements to the city's library system, including:

(A) To analyze the community's library service needs including but not limited to physical space, technological requirements, staffing, and hours of operation; and

(B) When appropriate, generate a report outlining goals and objectives and a related plan (including timelines and cost) for implementation.

The board exists to promote an outstanding library program for the citizens of the city. In pursuit of this objective, it shall serve as:

(A) A forum for the careful consideration of policy matters related to the operation of the library system; and

(B) A voice for the department in the community and a voice for the community in the department; and

(C) An advisor to the director when requested by him/her; and

(D) A recommending body to the city council on matters of general department policy.

- Discuss any City Council priorities for the Board or Commission.
- Discuss existing and possible projects, priorities, and goals. Order from high priority to low priorities.
- Finalize work plan for City Council review.
- Use approved work plan as a guide to focus the board and commission work throughout the term of the work plan.
- Present report to the City Council annually and include: List of priorities, projects, and goals; Status updates; If items are not

complete, include why and any other additional details to share with the Council.

## **Library Advisory Board Work Plan 2025**

<b>Name of Project, Goal</b>	<b>Library Policy Review</b>	<b>Expand Tween Events</b>
<b>Benefit</b>	Resident input on library policies	More activities for grades 5-8 in community
<b>Subcommittee Members</b>	Chair May, Mentzer, Scott, Verdun-Morris	Chair Mentzer, Hill, Nagle
<b>Resources Needed</b>		Space, Snacks, Books
<b>Measures of Success</b>	Review of one policy quarterly	Participation Numbers
<b>Priority</b>	<b>1</b>	<b>2</b>
<b>January Update</b>	Recommendations made for the Library Behavior Policy. Safe Child and Unattended Child policies are the next up for review.	Publicity appears to be the biggest challenge. Possible solutions include exit surveys to determine preferred communication channels, and advertising on the city's electronic sign. The Zine Workshop has been combined to one event on 2/19 at 6-7:30 p.m.
<b>April Update</b>	The policy subcommittee met and went over the Safe Child and Unattended child policies and recommended a combined policy.	The next Zine date is May 21 at 6 p.m. and future programs are scheduled for September and December.
<b>July Update</b>	Flex Space Meeting Policy was created and reviewed by the subcommittee. The Internet & Wireless Policies will be the next policies up for review.	Expand Tween Events is looking at doing possible outreach at Trail Tunes or Skelebration. Marketing seems to be the most difficult, and they're trying to establish better relationships with the schools.
<b>October Update</b>	Internet safety policy was combined with wireless policy. Since internet users must abide by other library policies, the other policies were only referenced generally rather than individually, and rules from those policies were not repeated in this policy.	Tween events in December and January include Mask Decorating, D&D One Shots, Sewing, and DIY Spa Night.

### **Board and Commission Work Plan Guidelines and Process**

The City Council will vote on the board and commission work plans annually. Work plans are due by January each year and should consist of up to three priorities. The City Council will ask the Board or Commission Chair to present the work plan to the City Council.



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Resolution Amending the Allowed Parcels Adult Marihuana Establishments

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This resolution amends the official map for allowed parcels for Adult Use Marihuana establishments. Specifically this map identifies and reduced the individual parcels that are eligible for the location of adult-use marihuana establbishments.

**RECOMMENDATION:**

Staff recommends City Council adopt the resolution to amend the Official Map of allowed parcels for Adult Marihuana establishments.

**MADISON HEIGHTS CITY COUNCIL RESOLUTION**  
**AMENDING THE OFFICIAL MAP APPROVED & PUBLISHED BY THE CITY**  
**FOR ALLOWED PARCELS FOR ADULT USE MARIHUANA ESTABLISHMENTS**

WHEREAS, pursuant to the City of Madison Heights’ general police power granted to cities by the Michigan Constitution of 1963, the Home Rule Act, MCL 117.1 et seq., and by the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 MCL 333.27951 et seq., as amended, the City has the authority to regulate the location of adult-use marihuana establishments within its jurisdiction; and

WHEREAS, to protect the public health, safety and welfare of the residents of the City and general public, the City Council may determine the appropriateness of parcels in which adult-use marihuana establishments may be located within the City; and

WHEREAS, pursuant to Section 7-410(a) of the City’s Code of Ordinances, the City Council shall approve a published map depicting all individual parcels that are eligible for the location of adult-use marihuana establishments; and

WHEREAS, in the interest of protecting the public health, safety and welfare of the residents of the City and the general public, the City Council has evaluated the appropriateness of locations for adult-use marihuana establishments to be situated within the City; and

WHEREAS, the official map approved and published by the City for allowed parcels for adult-use marihuana establishments must be identical to the official map for medical marihuana facilities; and

NOW THEREFORE, BE IT RESOLVED that the Madison Heights City Council approves the attached map of “Allowed Parcels For Medical Marihuana Facilities and Adult Use Marihuana Establishments” to serve as the official map published by the City to regulate such locations in accordance with Section 7-410(a) of the City’s Code of Ordinances.

**APPROVED BY THE MADISON HEIGHTS CITY COUNCIL OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**



# Allowed Parcels For Medical Marihuana Facilities and Adult Use Marihuana Establishments \*

## Legend



Allowed Parcels:  
Medical Marihuana  
Facilities and Adult  
Use Marihuana  
Establishments

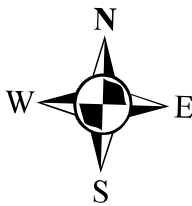


Parcel



City Boundary

\*Refer to Articles XVI and XVII  
of City's Business Regulations  
and Licenses Ordinance.



1 inch = 1,450 feet

Date: 2/4/2026





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Resolution Amending the Allowed Parcels Medical Marihuana Establishments

**AGENDA ITEM SECTION:** Reports

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This resolution amends the official map for allowed parcels for Medical Use Marihuana establishments. Specifically this map identifies and reduced the individual parcels that are eligible for the location of adult-use marihuana establbishments.

**RECOMMENDATION:**

Staff recommends City Council adopt the resolution to amend the Official Map of allowed parcels for Medical Marihuana establishments.

**MADISON HEIGHTS CITY COUNCIL RESOLUTION**  
**AMENDING THE OFFICIAL MAP APPROVED & PUBLISHED BY THE CITY**  
**FOR ALLOWED PARCELS FOR MEDICAL MARIHUANA FACILITIES**

WHEREAS, pursuant to the City of Madison Heights' general police power granted to cities by the Michigan Constitution of 1963, the Home Rule Act, MCL 117.1 et seq., and by the Michigan Medical Marihuana Facilities Licensing Act (MMFLA), Public Act 281 of 2016, MCL 333.27101 et seq., as amended, the City has the authority to regulate the location of medical marihuana facilities within its jurisdiction; and

WHEREAS, to protect the public health, safety and welfare of the residents of the City and general public, the City Council may determine the appropriateness of parcels in which medical marihuana facilities may be located within the City; and

WHEREAS, pursuant to Section 7-310(b) of the City's Code of Ordinances, the City Council shall approve a published map depicting all individual parcels that are eligible for the location of medical marihuana facilities; and

WHEREAS, in the interest of protecting the public health, safety and welfare of the residents of the City and the general public, the City Council has evaluated the appropriateness of locations for medical marihuana facilities to be situated within the City; and

NOW THEREFORE, BE IT RESOLVED that the Madison Heights City Council approves the attached map of "Allowed Parcels For Medical Marihuana Facilities and Adult Use Marihuana Establishments" to serve as the official map published by the City to regulate such locations in accordance with Section 7-310(b) of the City's Code of Ordinances.

**APPROVED BY THE MADISON HEIGHTS CITY COUNCIL OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

# Allowed Parcels For Medical Marihuana Facilities and Adult Use Marihuana Establishments \*

## Legend



Allowed Parcels:  
Medical Marihuana  
Facilities and Adult  
Use Marihuana  
Establishments

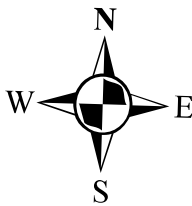


Parcel



City Boundary

\*Refer to Articles XVI and XVII  
of City's Business Regulations  
and Licenses Ordinance.



1 inch = 1,450 feet

Date: 2/4/2026





## AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/9/2026

**PREPARED BY:** Brent LeMerise, Police Chief

**AGENDA ITEM CONTENT:** Renewal of Towing Contract with Service Towing

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

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:**

**EXECUTIVE SUMMARY:**

The City's towing services contract with Service Towing expires on March 31, 2026. After consultation with the City Manager and legal counsel, staff recommends renewing the contract based on Service Towing's more than 30 years of reliable service, fair and competitive pricing, and strong operational performance. Service Towing consistently provides prompt response to accident scenes, maintains a robust and well-equipped fleet, and continues to invest in service enhancements, including planned modernization of the impound lot to address electric vehicle safety concerns. A long-term agreement would also provide cost stability by mitigating inflationary impacts.

**RECOMMENDATION:**

Police Chief Brent LeMerise recommends the City Council approves the ten-year renewal of the towing contract with Service Towing.

# MADISON HEIGHTS POLICE DEPARTMENT

280 W. THIRTEEN MILE ROAD, MADISON HEIGHTS, MI 48071

(248) 585-2100

FAX (248) 585-8090

ADMINISTRATION (248) 837-2729

**BRENT LEMERISE**

Chief of Police

**JORDAN RIECK**

Deputy Chief of Police

DATE: January 30, 2026

TO: Madison Heights City Council  
Melissa Marsh, City Manager

FROM: Brent LeMerise, Chief of Police

RE: Renewal of Towing Contract with Service Towing

The towing contract between the City and Service Towing officially expires on March 31, 2026. I met with the City Manager and legal counsel to discuss the potential for renewal of contract, and we are in agreement that entering into a new contract with Service Towing would be in the City's best interest.

Service Towing has been the City of Madison Heights contracted towing company for over 30 years now for good reason. Amongst many positive qualities, they are constantly available and flexible with special requests. The owner and his family are always just a phone call away and on the ready to help. When dispatched to accident scenes, they respond promptly and efficiently clear the roadway to ensure safe travel for all motorists in Madison Heights. Their costs are fair and consistent with area towing charges. Please see the attached local towing fee chart for comparison.

Service Towing has continued to improve their robust fleet, which now has 40 vehicles capable of various towing services, and an additional 30 pieces of equipment, including a sweeper designed to clean large oil spills.

If they continue towing services for the City, they plan on modernizing the impound lot by building an electric vehicle containment area on the impound lot, due to their susceptibility to catching fire and difficulty to extinguish. They will continue to waive fuel surcharges unlike several other surrounding agencies despite the rise in fuel costs. Inflation perpetually impacts the economy, just as it does the cost of towing services to those paying the bill. Signing a reasonable long-term contract to mitigate those inflationary impacts would be beneficial.

It is my recommendation the City renew a ten-year contract with Service Towing.



# MADISON HEIGHTS POLICE DEPARTMENT

280 W. THIRTEEN MILE ROAD, MADISON HEIGHTS, MI 48071

(248) 585-2100

FAX (248) 585-8090

ADMINISTRATION (248) 837-2729

**BRENT LEMERISE**  
Chief of Police

**JORDAN RIECK**  
Deputy Chief of Police

## Current Local Towing Fee Chart

City	Standard Towing Fee	Additional Flatbed fee	Daily Storage Fee	Admin Fee	Contract Yr.
<b>Madison Heights</b>	<b>\$125</b>	<b>\$60</b>	<b>\$25/day (1st day free)</b>	<b>\$50</b>	<b>2016</b>
Royal Oak	\$135	\$50	\$25/day (1st day free)	\$50	2025
Berkley	\$125	\$35	\$25	\$25	Due in 2028
Clawson	\$125	None	\$25	\$100	Due in 2028
Troy	\$125	None	\$30	\$30	Due in 2028
MSP	\$195	\$45	None	None	No contract
Hazel Park	\$150	\$45	\$25	\$75	
Warren	\$195	None	\$30	\$65	2025
Pleasant Ridge	\$125	None	\$25	\$50	

## CITY OF MADISON HEIGHTS TOWING CONTRACT INDEX

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THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071, herein-after referred to as the "City", and SERVICE TOWING, INC., a Michigan Corporation, whose address is 6006 Rinke, Warren, Michigan 48091, hereinafter referred to as the "Contractor";

The following are the facts underlined by this contract:

WHEREAS, the City desires to enter into a contract with the Contractor for the towing, removal and storage of abandoned vehicles, illegally parked vehicles, junk vehicles, non-drivable vehicles and vehicles of prisoners, that are impounded by the MADISON HEIGHTS DEPARTMENT, hereinafter referred to as the "Police Department"; and,

WHEREAS, the Contractor has submitted a proposal determined to be most favorable to the City and said proposal having been accepted by the City, subject to the terms and conditions herein set forth and in accordance with all terms and conditions in Appendix "B", which are hereby incorporated by reference as if fully set forth herein;

NOW, THEREFORE, for good and valuable consideration, it is agreed between the parties as follows:

### **1. Towing of Vehicles.**

At the request of the City or the Police Department, the Contractor shall tow, remove and store, any and all abandoned vehicles, illegally parked vehicles, junk vehicles, non-drivable vehicles and vehicles of prisoners that are impounded by the City or the Police Department, or for any other reason that the City or the Police Department might have, from the streets or other areas within the City, or from other locations as directed by the City or the Police Department, and shall take the same to the Madison Heights Auto Pound or other location within or outside of the City of Madison Heights as designated by the City or the Police Department. The Contractor shall be responsible for the clearing of cars and vehicles from the streets as ordered by the City or the Police Department; and shall be responsible to remove all glass, parts of vehicles, fluids and debris deposited upon the roadway by the disabled vehicle.

### **2. Labor and Equipment.**

The Contractor shall furnish all facilities, labor, equipment and materials in performing all operations to accomplish the towing, removal and storage of vehicles impounded by the City. The Contractor has warranted to the City that it has the equipment and materials, to be used in performing services under this contract and will continue to maintain and make such equipment and materials available throughout the contract. However, at a minimum, the Contractor shall own and/or lease, provide, maintain, and have available within the City of Madison Heights or within a twenty (20) minute response time to any point within the City, at all times, at

least two (2) wreckers and provide drivers for this equipment at all times. The Contractor shall also own and/or lease and maintain a minimum of two (2) vehicles with a forty (40) ton lifting capacity, which may be needed for special situations. All tow trucks shall be equipped according to the standards specified in Appendix "A" attached hereto and made a part hereof. The Contractor must keep the City informed of the number of tow trucks it has available for use in the performance of the contract, including the year, make, model and capacity. This information must be supplied to the Chief of Police prior to the commencement of this agreement and on January 15<sup>th</sup> of each year. The Contract must display their company name and phone number prominently and permanently on all tow vehicles used for this contract. All tow vehicles will have a broom, shovel, absorbent materials and a fully charged fire extinguisher available at all times.

### **3. Service.**

The Contractor shall provide the City and the Police Department twenty four (24) hour road service, each day of the year. These services shall include, but not be limited to, the towing, removal and storage of vehicles, as hereinbefore stated; changing flat tires; quick start jumper service of dead batteries; providing gasoline; and, removing vehicles from below road grade or deep snow. Requests for services from the City shall have priority over other calls for service. The Contractor shall supply the City and the Police Department with first priority for its services. The Contractor will be given first priority for all wrecker services requested by the City or the Police Department unless a motorist makes a specific request for another wrecker. The City or the Police Department reserves the right to request another wrecker service in an emergency situation or when otherwise necessary for the health, welfare and safety of the inhabitants of and motorists in the City of Madison Heights.

### **4. Storage and Lease.**

The Contractor is hereby granted a lease for the use of the present Madison Heights Police Auto Pound, hereinafter referred to as the "Auto Pound", located at 789 Ajax Drive, Madison Heights, Michigan 48071. This lease shall be effective for the period during which this agreement is in effect.

Commencing on April 1, 2026 and continuing through March 31, 2031, Contractor shall pay to the City for lease of the Auto Pound the annual sum of Twenty-Four Thousand and 00/100 (\$24,000.00) Dollars, payable in monthly installments, on the first day of each and every month, in the amount of Two Thousand and 00/100 (\$2,000.00) Dollars. Commencing on April 1, 2031 and continuing through March 31, 2036, Contractor shall pay to the City for lease of the Auto Pound the annual sum of Twenty-Seven Thousand and 00/100 (\$27,000.00) Dollars, payable in monthly installments, on the first day of each and every month, in the amount of Two Thousand Two Hundred Fifty and 00/100 (\$2,250.00) Dollars.

The Contractor shall at its own expense maintain the permanent administrative structure at the Auto Pound and comply with any and all ordinances of the City and any and all statutes or regulations of the State or

Federal government in connection therewith. The Contractor shall not use the Auto Pound for the sale or scavenging or storage of any junk automobiles, personal vehicles, (except on a daily basis for staff parking) or auto parts. All junk automobiles or auto parts must be removed from the premises within Sixty (60) days from the time that the same was deposited on said lot facilities, or within Thirty (30) days beyond the minimum period allowed by law, whichever is first, unless such vehicles have been placed on "hold" by the Police Department or a Court of competent jurisdiction. Car release service shall be provided each week as follows: Monday through Friday, 8:00 A.M. to 5:00 P.M.; Saturday, 9:00 A.M. to 12:00 P.M.; Sundays and holidays, closed. The Auto Pound may be closed, each day of the week, from 12:00 Noon to 1:00. P.M., except Saturday, for lunch. Proper shelter facilities shall be provided by the Contractor and shall meet any and all City building codes. All utilities electricity and phone service, heat, and water shall be provided or paid by the Contractor at this facility. The City shall provide snow and ice control to maintain access to and parking at the facility.

#### **5. Administrative Structure.**

The parties hereby acknowledge that the City is the sole owner of the building and all fixtures therein.

#### **6. Towing Fee.**

The Contractor shall charge to the responsible party a towing fee not to exceed that which is specified in Appendix "B", attached hereto and made a part hereof.

#### **7. Storage Fee.**

The Contractor shall charge a storage fee not to exceed that which is specified in Appendix "B", attached hereto and made a part hereof.

#### **8. Release of Vehicle.**

The Contractor agrees to release no vehicle whatsoever impounded by the City, or the Police Department, until the proper release form is secured from the City or the Police Department and properly executed and delivered to the Contractor. The collection and accounting of towing, removal and storage fees accrued are the responsibility of the Contractor.

#### **9. Public Auction.**

In the event that any impounded vehicle shall be sold, at public auction or otherwise, for towing, removal, state fees or storage charges, said towing, removal and storage charges shall be limited to the amount realized from the sale of the impounded vehicle and, in the event that the amount realized from the sale of the impounded vehicle exceeds the towing, removal, state fees and storage charges due to the Contractor, such excess shall be paid over by the Contractor to the City. Towing, removal, state fees and storage fees shall be limited to actual fees, as described in paragraph Six (6) entitled "Towing Fee", and paragraph Seven (7) entitled "Storage Fee". The cost of moving impounded vehicles within the Auto Pound for inventory or Auction control shall be the

responsibility of the Contractor and shall not be charged against the City or the Police Department. Impounded vehicles shall be prepared and moved within the Auto Pound for public auction, approximately once per month or as directed by the City or the Police Department, by and through its Auto Pound coordinating officer.

#### **10. Personnel.**

The Contractor has warranted to the City that it has a minimum of ten (10) years experience in towing, removing and storage of both automobiles and light trucks; and, that its operators are licensed, qualified, and trained employees of either its company or its subcontractor. The Contractor shall have no less than two (2) operators on duty at all times to avoid delays; provided, however, that between the hours of 2:00 A.M. and 7:00 A.M., there shall be at least one (1) operator on duty, with a second operator being able to respond to a scene within thirty (30) minutes.

#### **11. Reports.**

The Contractor shall, immediately upon towing, removal and/or storage of any vehicle, prepare a pre-numbered written report or invoice which shall include the following information: Make and model of car; license number; vehicle identification number; itemized towing charge due. A copy of this report shall be provided to the Police Department's personnel at the scene of the tow. The Contractor shall accompany and assist officers of the Police Department in a physical inspection of the vehicle at the time of the tow and shall sign a form prepared by the officer which properly describes the vehicle's condition. The Contractor shall also provide or complete all other forms, reports and/or documents that may be otherwise required by law or ordinance for its operation.

#### **12. Spare Tires/Wheels.**

The Contractor shall provide and keep available, at all times, four (4) spare tires and/or wheels, to be used when necessary for Police vehicles. The spare tires and/or wheels shall be provided by the Police Department. Defective, flat or damaged tires shall be taken to the Madison Heights Department of Public Works for repair or replacement by the Contractor. The Contractor further agrees to tow or remove any City sedan-sized vehicle from any part of the City, as becomes necessary, at no cost to the City. When, in the opinion of the City or the Police Department, it becomes necessary for a motor vehicle to be towed to the Police security garage area in order that the Police Department investigate it to determine whether or not it was used in the commission of any crime, the Contractor shall, upon the request of the City or the Police officer in charge, tow and remove said vehicle, without charge, to any location in the City or to the Police station security garage.

#### **13. Shopping Carts**

Pursuant to Section 17-199 of the City Code, the contractor shall be responsible for the collection and impoundment of any abandoned cart not located on the premises of a store. The Contractor shall notify each store whenever a minimum of ten carts from the store have been impounded, shall allow each store at least 21

days to retrieve same, and shall collect and process a per cart fee established by the City for the return of redeemed carts to the store. Carts not redeemed within the specified period, may be auctioned, recycled or disposed of, by the Contractor. All redemption fees collected by the Contractor in excess of \$25 per cart shall be paid to the City. Any auction, recycling or sale proceeds collected above \$25 per cart shall be paid to the City.

#### **14. Insurance Requirements – Towing Service.**

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Madison Heights. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and Self-insured Retentions are the responsibility of the Contractor.

- i. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ii. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. A per project/contract aggregate shall be endorsed onto this policy.
- iii. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- iv. Professional Liability: The contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- v. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Madison Heights, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

It is understood and agreed by naming the City of Madison Heights as additional insured, coverage afforded is considered to be primary and any other insurance the City of Madison Heights may have in effect shall be considered secondary and/or excess.

vi. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change or Ten (10) days for non-payment of premium, shall be sent to: City of Madison Heights, c/o Purchasing Department, 300 West 13 Mile, Madison Heights, MI 48071.

vii. Proof of Insurance Coverage: The Contractor shall provide the City of Madison Heights, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Madison Heights as least ten (10) days prior to the expiration date.

### **15. Contract Term.**

The life of this Contract between the City and the Contractor shall not extend beyond a period of ten (10) years commencing on April 1, 2026 and ending on March 31, 2036; provided, however, that each party, with the other's concurrence, reserves the right to extend the Contract for an additional period with duration and terms to be determined. The party initially requesting an extension must notify the other party, in writing, within sixty (60) days from the termination date of the contract of its desire to extend the contract. The other party must respond as to its concurrence or refusal to the extension request, in writing, within thirty (30) days from the receipt of said request. Refusal, failure and/or neglect to respond shall be deemed concurrence. The towing and storage fees shall be determined prior to the commencement of the extension period.

### **16. Cancellation of Agreement.**

#### **A. Cancellation by City of Madison Heights**

- i. The Contractor shall be given 14 days to remediate problems after notification by the City of Madison Heights. If the problems are not addressed to the satisfaction of the City, the City may give written notice of cancellation. This contract may be canceled by the City by giving seven (7) days written notice addressed to the Contractor and sent by certified mail or hand-delivered to the Contractor's address as shown in the Bid. The contract may be

canceled if deemed necessary by the City. The Police Department may call another towing company if the contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services contemplated by the contract.

**B. Cancellation by Contractor**

- i. The contract may be canceled by the Contractor upon ninety (90) days written notice, delivered by certified mail return receipt requested addressed to the City of Madison Heights.
- ii. The parties hereby acknowledge that the City is the sole owner of the building and all fixtures therein.

**17. Posting of Bond.**

Upon entering into this Contract, the Contractor shall post a Five Thousand (\$5,000) Dollar cash bond, receipt of which is hereby acknowledged by the City, to insure adequate performance of all the terms and conditions hereunder.

**18. Incorporation of Bid Requirements and Contractor's Bid.**

It is hereby agreed by and between the City and the Contractor that the terms and conditions of the fees (APPENDIX "B") are hereby incorporated and made a part of this Contract. IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

"CITY"  
CITY OF MADISON HEIGHTS,  
a municipal corporation

\_\_\_\_\_  
Melissa Marsh, City Manager

By \_\_\_\_\_  
Corey Haines, Mayor

\_\_\_\_\_  
Cheryl Rottmann, City Clerk

"CONTRACTOR"  
SERVICE TOWING, INC.  
A Michigan corporation

By \_\_\_\_\_  
Dennis Hertz Sr. , \_\_\_\_\_



## APPENDIX "A"

**TOW TRUCKS DEFINED** - A tow truck is a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, hoist, flatbed hoist, tow sling, or dolly or is otherwise exclusively used to render assistance to other vehicles.

**STOPPING OR PARKING** - The owner or operator of a tow truck who complies with the requirements of the Vehicle Code of the State of Michigan relating to tow trucks may stop or park such tow truck upon a highway for the purpose of rendering assistance to a disabled vehicle, when it can be done safely and when in compliance with applicable laws and ordinances.

### EQUIPMENT STANDARDS

A. Minimum required EQUIPMENT on one (1) ton capacity (10,000 Gross Vehicle Weight) Tow Trucks:

1. Dual rear wheels.
2. Quick start jumper cable EQUIPMENT.
3. Eight (8) ton (16,000 lb. working capacity) winch.
4. 200 feet of 3/8 inch cable with a working capacity of 15,000 lbs., and attached to a winch.
5. Boom capable of extending five (5) feet (not required on flatbed truck).
6. 5/16 inch link safety chains with a working capacity of 3,500 lbs. (not required on flatbed truck).
7. One (1) 6 ton snatch block.
8. Two trucks shall be equipped with dollies, flatbed hoist, or wheel lift devices.
9. Radio equipment which permits communication between the trucks and Contractor's place of business.

B. Minimum required equipment on large tow trucks:

1. Dual rear wheels, single axle tandem.
2. Forth (40) ton (80,000 lb.) working capacity winch.
3. 200 feet of 5/8 inch cable with a working capacity of 40,000 lbs.
4. Boom capable of extending six (6) feet and capable of lifting 7,000 lbs. in the extended position.
5. 3/8 inch safety chains with a working capacity of 7,000 lbs.
6. One (1) ten (10) ton snatch block.
7. Necessary hose and couplings required to operate the air brake system on towed vehicles.
8. Trucks shall be capable of towing 140,000 gross pounds, and capable of lifting 18,000 lbs. on the front axle of the tow truck.
9. A device which permits the safe towing of a semi trailer equipped with a fifth wheel hitch.

### REAR LIGHT

Tow trucks used to tow a vehicle shall be equipped with and carry a portable electrical extension cord for use in displaying a light on the rear of the disabled vehicle. The length of the extension cord shall not be less than the length of the combined vehicles. When the disabled vehicle blocks the view of the tow truck lights, then such extension cord shall be used to provide tail lights, stop lights and turn signals on the rear of the towed vehicle. Such extension cord shall be used in all cases during darkness, when the tail lights of the towed vehicle cannot be lighted.

### OSCILLATING AMBER LIGHT

Tow trucks used to tow a vehicle shall be equipped as required by law and ordinance and shall be equipped with an oscillating amber light mounted above the cab of the tow truck or above the crane or hoist. With a load in place, the light shall be visible from any point on a horizontal circle with a radius of 1,000 feet and the tow truck as its center. Such light(s) shall not be operated during normal towing on the roadway, unless the size or condition of the load is a hazard to other traffic on the roadway or such operating is otherwise required by law or ordinance.



## WARNING DEVICES

Every tow truck used to tow a vehicle shall be equipped with not less than three (3) red burning fuses, capable of burning at least 15 minutes, three (3) red electric lanterns, or three (3) portable reflectors, or three (3) bi-directional reflective triangles, as provided in Act 200, Public Acts of 1949, as amended, of the State of Michigan. When a motor vehicle is disabled on the highway during darkness, the tow truck operator shall immediately upon arrival activate his oscillating amber light and position such additional warning devices as may be required by law, ordinance, or reasonable caution.

## BROOM. SHOVEL. AND EXTINGUISHER

Tow trucks shall:

A. Be equipped with one or more brooms and a garbage receptacle. The driver of the tow truck engaged to remove a vehicle from the scene of the accident shall remove all glass, vehicle parts, and debris deposited upon the roadway as required by law, this proposal, or on scene police supervisory officer.

B. Be equipped with a carry shovel, and the tow truck driver engaged to remove any vehicle shall spread absorbent material upon that portion of the roadway where oil, antifreeze, or other fluid has been deposited by such vehicle.

C. Be equipped with a fire extinguisher of at least 10 lb. capacity of a type capable of extinguishing an electrical or flammable liquid fire. (Class B and C fires.)

## NORMAL ROAD SERVICE

Normal road service shall include, but not be limited to, changing flat tires, quick start jumper service on dead batteries, gasoline, removing vehicles from below road grade (in a ditch) or deep snow.

**APPENDIX “B”–PRICING SHEET**

The undersigned hereby declares that they have carefully examined the instructions and specifications and will supply towing service and storage of abandoned, accident, City-owned, and other motor vehicles and equipment for the prices set forth in this document. It is understood that all prices bid shall remain firm throughout the term of the contract. The City and Service Towing agree that either party can approach the City at any time during the term of the contract to request increases of any/all fees charged and that both parties must agree before any increases are put into effect.

	April 1, 2026 - March 30, 2031	April 1, 2031 - March 30, 2036
Vehicles (within one mile of City of Madison Heights)		
1. Towing of vehicles 5,000 GVW and less	\$130	\$135
2. Towing of vehicles 5,000 GVW to 10,000 GVW	\$170	\$175
3. Towing of vehicles 10,000 GVW and up	\$210*	\$215*
	* per hour - 2 hour minimum	
4. Storage per day to commence after 24 hrs of impound		
Vehicle 5,000 GVWR and under	\$ 30/day	\$ 30/day
Vehicle 5,001 to 10,000 GVWR	\$ 30/day	\$ 30/day
Vehicle 10,001 GVWR and over	\$ 30/day	\$ 30/day
Tractor Trailer	\$75/day	\$75/day
5. Long term storage rates (Long term rates commencing on the 2nd day of impoundment)		
Vehicle 5,000 GVWR and under	\$ 30/day	\$ 30/day
Vehicle 5,001 to 10,000 GVWR	\$ 30/day	\$ 30/day
Vehicle 10,001 GVWR and over	\$ 55/day	\$ 55/day
Tractor Trailer	\$ 75 /day	\$ 75 /day
6. Extra charge for dollies	\$65	\$65
7. Extra charge for additional personnel at scenes	\$100 per hour/per person	\$100 per hour/per person
8. Extra charge for winching (off roadway)	\$120	\$120
9. Extra charge for flatbeds	\$85	\$85
10. Abandoned vehicle off private property	\$130	\$130
11. Motorcycles	\$170	\$170
12. Non-Motorized, wheeled vehicle	\$130	\$130
13. Hourly rate for additional service	\$ 100 per hour/per person	\$ 100 per hour per person
14. Added rate per mile if more than one mile from City	\$ 5 per mile	\$ 5 per mile
15. Contractor paperwork fee on impounds	\$ 30/day	\$ 30/day
16. Disconnect service fee	\$ 100/day	\$ 100/day
17. Lock out – open vehicle	\$ 85/day	\$ 85/day
18. Administrative Fee	\$50	\$50



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Ordinance No. 2210 - Amend the Number of Adult Use Marihuana Facilities

**AGENDA ITEM SECTION:** Ordinances

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This Ordinance amends Section 7-405(c) of the City's Adult Use Marihuana Facilities ordinance to reduce the number of a adult use marihuana facility licenses (retailer and processor) issued in Madison Heights from five (5) to four (4) further this ordinance will limit the number of transporter to one (1); Safety Compliance Facilities to four (4); and Grower class C from 25 to 8.

**RECOMMENDATION:**

Staff recommends City Council adopt Ordinance No. 2210 on first reading and schedule the second reading for February 23, 2026.

**CITY OF MADISON HEIGHTS  
ORDINANCE NO. 2210**

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 7, Article XVII, Sec. 7-405 (e) to adopt a new Section relating to Marihuana Establishments License Requirements to insure the public health, safety, and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

**Section 1.**

The existing Section 7-405 (e) of Article XVII of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

**CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES**

**ARTICLE XVII – MARIHUANA ESTABLISHMENTS**

**Sec. 7-405. – License requirements.**

- (e) *Number of licenses.* The city has limited the number of *marihuana* establishment licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city *marihuana* establishment license; however, in the event of a voluntary nonrenewal or a revocation of a *marihuana* establishment license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city *marihuana* establishment license allowed by the city shall be as follows:

<b>Type of Facility</b>	<b>Number of Licenses</b>
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (2,000 plants) (Stacked up to 5 per each Marihuana Retailer location)	8
Marihuana Processor	4
Marihuana Secure Transporter	1
Marihuana Safety Compliance Facility	4
Marihuana Retailer	4

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Ordinance No. 2211 - Amend the Number of Medical Use Marihuana Facilities

**AGENDA ITEM SECTION:** Ordinances

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This Ordinance amends Section 7-305(d) of the City's Medical Marihuana Facilities ordinance to reduce the number of a medical marihuana facility licenses (retailer, processor and grower) issued in Madison Heights from five (5) to four (4) further this ordinance will limit the number of transporter to one (1) and Safety Compliance Facilities to four (4).

**RECOMMENDATION:**

Staff recommends City Council adopt Ordinance No. 2211 on first reading and schedule the second reading for February 23, 2026.

**CITY OF MADISON HEIGHTS  
ORDINANCE NO. 2211**

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 7, Article XVI, Sec. 7-305 (d) to adopt a new Section relating to Medical Marihuana License Requirements to insure the public health, safety, and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

**Section 1.**

The existing Section 7-305 (d) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new Section is hereby adopted to stand in its place:

**CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES**

**ARTICLE XVI – MEDICAL MARIHUANA FACILITIES**

**Sec. 7-305. – License requirements.**

- (d) *Number of licenses.* The city has limited the number of medical *marihuana* facility licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city medical *marihuana* facility licenses; however, in the event of a voluntary nonrenewal or a revocation of a medical *marihuana* facility license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city medical *marihuana* facility license allowed by the city shall be as follows:

<b>Type of Facility</b>	<b>Number of Licenses</b>
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (1,500 plants)	4
Marihuana Processor	4
Marihuana Secure Transporter	1
Marihuana Safety Compliance Facility	4
Marihuana Retailer	4

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Ordinance No. 2209 - Amend Adult Use Marihuana Facilities hours of operation

**AGENDA ITEM SECTION:** Ordinances

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This Ordinance amends Section 7-312(e) of the City's Adult Marihuana Facilities ordinance to extend the permitted hours of operation for licensed provisioning centers from the current 8:00 a.m.–8:00 p.m. framework to 8:00 a.m.–10:00 p.m., in order to match actual practice in Madison Heights and align with regional norms within approximately a 10 mile radius.

**RECOMMENDATION:**

Staff recommends City Council adopt Ordinance No. 2209 on first reading and schedule the second reading for February 23, 2026.

**CITY OF MADISON HEIGHTS  
ORDINANCE NO. 2209**

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 7, Article XVII, Sec. 7-412 (e) to adopt a new Section relating to Marihuana Establishments License Requirements to insure the public health, safety, and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

**Section 1.**

The existing Section 7-412 (e) of Article XVII of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new Section is hereby adopted to stand in its place:

**CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES**

**ARTICLE XVII – MARIHUANA ESTABLISHMENTS**

**Sec. 7-412 – Operating Requirements.**

- (e) Retail hours of operation to sell marihuana products shall be no earlier than eight a.m. and no later than ten p.m.

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 02/09

**PREPARED BY:** Tim Burns, Assistant City Attorney

**AGENDA ITEM CONTENT:** Ordinance No. 2212 - Amend Medical Use Marihuana Facilities hours of operation

**AGENDA ITEM SECTION:** Ordinances

**BUDGETED AMOUNT:** \$0

**FUNDS REQUESTED:**

**FUND:** N/A

**EXECUTIVE SUMMARY:**

This Ordinance amends Section 7-312(e) of the City's Medical Marihuana Facilities ordinance to extend the permitted hours of operation for licensed provisioning centers from the current 8:00 a.m.–8:00 p.m. framework to 8:00 a.m.–10:00 p.m., in order to match actual practice in Madison Heights and align with regional norms within approximately a 10 mile radius.

**RECOMMENDATION:**

Staff recommends City Council adopt Ordinance No. 2212 on first reading and schedule the second reading for February 23, 2026.

**CITY OF MADISON HEIGHTS  
ORDINANCE NO. 2212**

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 7, Article XVI, Sec. 7-312 (e) to adopt a new Section relating to Medical Marihuana License Requirements to ensure the public health, safety, and welfare.

**THE CITY OF MADISON HEIGHTS ORDAINS:**

**Section 1.**

The existing Section 7-312 (e) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new Section is hereby adopted to stand in its place:

**CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES**

**ARTICLE XVI – MEDICAL MARIHUANA FACILITIES**

**Sec. 7-312. – Operating Requirements.**

- (e) Provisioning center hours of operation to sell medical marihuana products to patients shall be no earlier than eight a.m. and no later than ten p.m.

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

**THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.**

