



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

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE – COUNCILWOMAN AARON

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [2.](#) City Manager - Co-Responder Interlocal Agreement
- [3.](#) Director of Public Services - Replacement of Police Department Administrative Vehicle #121
- [4.](#) Regular Council Meeting Minutes of 10-12-26
- [5.](#) City Council Boards and Commissions Workshop Minutes of 10-05-26

ITEMS FOR FUTURE PUBLIC HEARINGS:

ORDINANCES:

- [6.](#) Police Chief - Cryptocurrency Kiosk Ordinance #2217 – Second 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 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: **October 21, 2026**
TO: **City Council**
FROM: **Melissa R. Marsh, City Manager**
SUBJECT: **Agenda Comments Regular Council Meeting of Monday, October 26, 2026**

CONSENT AGENDA:

City Manager - Co-Response Team Interlocal Agreement

For the past two years, the City of Madison Heights has participated in the Mental Health Co-Response Team program with the Oakland Community Health Network and the cities of Ferndale, Royal Oak, and Hazel Park. The proposed interlocal agreement would extend the partnership for a third year, from October 1, 2026, through September 30, 2027.

Oakland County Commissioners are providing a \$60,000 grant for the upcoming program year. Communities participating in the grant have their costs prorated by utilization. Because Madison Heights accounts for approximately 26% of program use, the City's proposed share is \$52,601.19. This amount falls within the funds currently budgeted for the service.

Staff recommends approval of the 2027 Mental Health Co-Response Team Interlocal Agreement as presented.

DPS Director – Replacement of Police Department Administrative Vehicle #121.

Police Department Administrative vehicle (#121) was involved in a not at fault accident on August 18, 2026 and determined to be a total loss. The attached quote is for a like-for-like replacement of the vehicle.

Staff recommends that Council approve the purchase of replacement vehicle #121, a 2026 Jeep Grand Cherokee L, as quoted from LaFontaine Chrysler Dodge Jeep Ram, of Lansing, through the MiDeal Cooperative Vehicle Purchasing Program in the total amount of \$44,918.

ORDINANCE:

Police Chief - Cryptocurrency Kiosk Ordinance No. 2217 – Second Reading.

The City Council is asked to consider Cryptocurrency Kiosk Ordinance No. 2217 on second reading. The ordinance would prohibit cryptocurrency kiosks, commonly known as Bitcoin ATMs, from being installed, placed, operated, or maintained in the City of Madison Heights.

The proposed ordinance is intended to protect residents and businesses from fraud, financial exploitation, identity theft, money laundering, and other criminal activity associated with cryptocurrency kiosks. The ordinance recognizes that transactions conducted through these kiosks can involve significant amounts of money, may be difficult to reverse, and generally do not provide the same consumer protections available through traditional financial institutions.

If adopted, any cryptocurrency kiosks currently operating lawfully in Madison Heights would be required to cease operation and be removed within 60 days after the ordinance becomes effective. The ordinance also establishes civil and criminal penalties for violations, including a \$500 civil infraction for a first offense and misdemeanor penalties for subsequent offenses.

Staff and I recommend approval of Ordinance No. 2217, Cryptocurrency Kiosks, on second reading. The ordinance would take effect 10 days after adoption and publication.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/26

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Co-Responder Interlocal Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$65,600

FUNDS REQUESTED: \$ 52,602

FUND: 101-248-955-8640

EXECUTIVE SUMMARY:

See attached

RECOMMENDATION:

I recommend approval of the 2027 Mental Health Co-Response Team Interlocal Agreement. The Police Chief and I believe continued participation provides a valuable resource for our Police Department and the residents we serve by improving access to mental health support and helping officers respond appropriately to behavioral health crises. Funding is budgeted and available.



Interlocal Agreement Between
City of Madison Heights, City of Ferndale,
City of Royal Oak, City of Hazel Park
and
Oakland Community Health Network
For The Mental Health Co-Response Team
Contract Number 2027-3493

THIS INTERLOCAL AGREEMENT entered into by and between the City of Ferndale, the City of Hazel Park, the City of Madison Heights, and the City of Royal Oak (each a "Participating Agency" and collectively "Participating Agencies") and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "Team" .

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

1. Purpose of Agreement

- 1.1. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-response mental health community outreach initiative, which contracts an OCHN mental health clinician to work with four municipal police departments: the City of Ferndale, the City of Hazel Park, the City of Madison Heights and the City of Royal Oak. The Team's commitment is to partner police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises. The program serves to supplement the overall response with a specialized approach to provide added support to first-responding officers before, during, and after a crisis occurs.
- 1.2. The purpose of this Agreement is to provide the means whereby enhanced access to mental health resources, facilities, programs, training, and assistance through the CoRe Program is provided by the Intergovernmental cooperation of the Participating Agencies.
- 1.3. It is the intent of this organization that each Participating Agency shall share the costs associated with personnel, training, and equipment. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's needs. Therefore, some members may ultimately receive a greater measure of actual benefit than other members.
- 1.4. The purpose of entering into such an Intergovernmental Agreement is to gain access to a mental health clinician to work with the participating police departments, respond to people in crisis in the communities, follow-up with people and families, and proactively address the mental health needs in the communities.

2. Definitions

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- 2.1. *Agreement.* This Intergovernmental Mental Health Co-Response Team Agreement.
- 2.2. *Mental Health Clinician.* A mental health professional who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- 2.3. *Chief of Police.* The highest-ranking law enforcement officer of a Participating Agency or their designee.
- 2.4. *City Manager.* The chief administrative officer or designee of that officer for each member municipality.
- 2.5. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.

2.6. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

3. **Rights and Responsibilities of Participating Agency** The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or their designee, of each respective Participating Agency.

- 3.1. Any Participating Agency may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- 3.2. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- 3.3. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be two mental health clinicians working full-time (40 hours) per week across and within all four communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- 3.4. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the Participating Agencies. This coordinator will be responsible for ensuring that the clinician is being properly utilized in all four communities and provide overall direction to the clinician.
- 3.5. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a Participating Agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

4. **OCHN Rights and Responsibilities**

- 4.1. OCHN shall employ two qualified full-time mental health clinicians to support the four communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the mental health clinician's salary and benefits and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits. The job description for Co-Responder Clinicians is included as Exhibit A.
- 4.2. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.

- 4.3. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- 4.4. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.
- 4.5. The Law Enforcement Agency designates OCHN, a governmental non-criminal justice agency, and its authorized Co-Responder Clinicians to perform limited criminal justice functions pursuant to Mich. Admin. Code R 28.5201(1)(c). When responding to a law-enforcement call or contact at the request of the Law Enforcement Agency, Co-Responder Clinicians may provide behavioral-health screening, crisis and risk assessment, de-escalation, case consultation, information gathering, and service coordination to assist law-enforcement personnel with the detection, apprehension, detention, safe disposition, diversion, and, where applicable, rehabilitation of accused persons or criminal offenders. Such assistance may include supporting law-enforcement determinations concerning arrest, detention, protective custody, petition, transportation, diversion, referral, or release. All decisions involving the exercise of law-enforcement authority shall remain solely with authorized law-enforcement personnel.

The Law Enforcement Agency shall retain sole management control over the criminal justice functions performed under this Agreement, including the authority to establish priorities; assign and supervise criminal justice activities; determine whether a criminal justice purpose exists; and approve, limit, suspend, or terminate access to Criminal Justice Information ("CJI") and criminal justice information systems. To the extent required for CJI access, the parties shall comply with any user agreements, certifications, or other documents required by the Michigan State Police, CLEMIS, or other applicable authority.

Any access by OCHN personnel to CLEMIS, CJIS, Law Enforcement Information Network ("LEIN"), or other CJI shall be limited to access specifically authorized by the Law Enforcement Agency and applicable governmental authorities and reasonably necessary to perform an assigned criminal justice or official law-enforcement function. Authorized personnel shall comply with the then-current FBI CJIS Security Policy, the Michigan Addendum, Mich. Admin. Code R 28.5101 through R 28.5414, CLEMIS requirements, and applicable Law Enforcement Agency policies. CJI shall not be accessed solely for clinical treatment, general care coordination, administrative convenience, or any other non-criminal justice purpose.

Nothing in this Section authorizes a Co-Responder Clinician to arrest, search, seize, detain, independently investigate criminal activity, command a law-enforcement scene, or otherwise exercise sworn law-enforcement authority. Nothing in this Section independently authorizes the use or disclosure of protected health information or other confidential clinical information.

5. Responsibility of Costs for Participating Agencies

- 5.1. The expenses associated with participating in this program will be shared among the four Participating Agencies. These expenses will include the cost of the clinician's salary/benefits, training, office supplies, vehicle stipend, technology devices and service,

communication devices (radio/phone), and office space (collectively "Costs"). The budget for the Term of this Agreement is hereto included as Attachment A.

- 5.2. The Oakland Community Health Network will serve as the employer of the mental health clinician providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy.
- 5.3. Training expenses for staff of Participating Agencies supporting the Program shall be the responsibility of each Participating Agency as preapproved by the City Manager or their designee. Training for the clinician shall be the responsibility of OCHN.

6. Responsibilities and liability of Participating Agencies and Parties

- 6.1. Each Participating Agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the Participating Agencies' respective corporate limits.
- 6.2. Each Participating Agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- 6.3. The Parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other Party or parties for any claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a Party. Notwithstanding the foregoing or anything to the contrary, the Participating Agencies agree that it will be responsible and liable for the acts and omissions of the assigned OCHN Mental Health Clinician to the extent the mental health clinician is acting under the Participating Agency's instruction.
- 6.4. Reservation of Rights. 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 any Party.
- 6.5. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- 6.6. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The Parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

7. CoRe Crisis Committee: Operations Manual

- 7.1. The Participating Agencies and OCHN shall mutually establish an Operations Manual (i.e. CoRe Crisis Outreach Policy and Procedure} for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Participating Agencies and OCHN at regular intervals.
- 7.2. CoRe Crisis Committee. The CoRe Crisis Committee shall consist of each agency's CoRe Team representatives, the crisis clinician, and community mental health stakeholders and resources that meet for the purpose of building an effective response to crisis incidents involving police that is built upon best practices, innovation, and experience. The CoRe Crisis Committee analyzes training and policies to ensure they are consistent with legal standards and community expectations. The CoRe Crisis Committee is responsible for streamlining services in the mental health community. The CoRe Crisis Committee will meet quarterly, and Participating Agencies to this Agreement monthly to monitor the implementation/development of the CoRe Community Outreach Program.

8. Term and Termination

- 8.1. The Term of the Agreement shall be effective October 1, 2026 through September 30, 2027.
- 8.2. The Parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.
- 8.3. Any Party may terminate this Agreement with or without cause upon ninety (90) days prior written Notice to the other Parties in accordance with the terms of this Agreement.

9. General Provisions

- 9.1. This Agreement shall remain in full force and effect and shall bind OCHN and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30) days of its passage.
- 9.2. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all Parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.

- 9.3. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any Party (including any of its agents) and any other Party (including any of its agents).
- 9.4. The Parties shall not discriminate against their employees, agents, applicants for employment or other person 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.
- 9.5. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- 9.6. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any Party be liable to any other Party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- 9.7. 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.
- If Notice is sent to the OCHN, it shall be addressed and sent to 5505 Corporate Drive, Troy, MI 48098.
- Participating Agency addresses are included on the signature page of the Agreement. A Party may change the address and/or individual to which Notice is sent by notifying the other Parties in writing of the change.
- 9.8. Reservation of Rights. 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.
- 9.9. 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.
- 9.10. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

- 9.11. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- 9.12. Delegation and Assignment. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- 9.13. 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.
- 9.14. 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 their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.
- 9.15. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- 9.16. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Signatures appear on the next page.

The Parties, by signing below, enter into this Interlocal Agreement for The Mental Health Co-Re Team.

For City of Madison Heights

By: _____
Melissa Marsh
City Manager

Address for Notice: 300 West 13 Mile Road, Madison Heights, MI 48071

For City of Ferndale

By: _____
Colleen O'Toole
City Manager

Address for Notice: 300 E. Nine Mile Road, Ferndale MI 48220

For City of Royal Oak

By: _____
Mike Fournier
Mayor

Address for Notice: 203 S. Troy Street, Royal Oak MI 48067

For City of Hazel Park

By: _____
Edward Klobucher
City Manager

By: _____
Lisa Mayo
City Clerk

Address for Notice: 111 E. Nine Mile, Hazel Park MI 48030

For Oakland Community Health Network

By: _____
Trisha Zizumbo, MSA, CHES
Chief Operating Officer

By: _____
Richard Carpenter
Chief Financial Officer

Address for Notice: 5505 Corporate Drive, Troy, MI 48098

Attachment A
Budget for Mental Health Co-Response Team
Cities of Madison Heights, Ferndale, Royal Oak and Hazel Park
October 1, 2026 – September 30, 2027

For Two Mental Health Clinicians

Item	FY27 Amount
Salary	\$146,202.00
Fringes (40.83%)	\$59,694.00
Professional Development	\$800.00
Supplies	\$1800.00
Vehicle Stipend	\$19,600.00
Admin (15%)	\$34,216.00
Total	\$262,312.00

Partial funding for these positions is being provided by the County of Oakland in the amount of \$60,000.00.

The remaining \$202,312.00 will be shared between the City of Madison Heights, City of Ferndale, City of Royal Oak and the City of Hazel Park as follows:

City of Madison Heights	\$52,601.19
City of Ferndale	\$34,393.02
City of Royal Oak	\$84,971.00
City of Hazel Park	\$30,346.79



Oakland Community Health Network

Job Description

Job Title:	Co-Responder Clinician		
Department/Activity:	Justice Initiatives		
Position Reports To:	Co-Responder Supervisor	Bargaining Unit:	Not Represented
Work Location:	Community-based in Law Enforcement Agency	Exempt/Non-Exempt:	Exempt ☐ Part-Time R Full-Time

Job Summary

The Co-Responder works collaboratively with law enforcement to provide behavioral health screening, crisis intervention, de-escalation, case consultation, service coordination, diversion from the justice system when appropriate, and referrals/linkage to community-based mental health and substance use treatment resources for individuals identified during 911 calls or law enforcement contacts as experiencing potential behavioral health needs. The position assists in determining the most appropriate behavioral health response, promotes diversion from unnecessary justice involvement when clinically appropriate, and facilitates access to ongoing care and recovery supports.

The position requires collaboration with justice agencies while maintaining compliance with all applicable federal and state laws governing the access, use, protection, and dissemination of Criminal Justice Information (CJI).

The Co-Responder Clinician represents OCHN, while coordinating between law enforcement, the provider network, and the individual served to foster cross-system collaboration and navigation.

Essential Functions

Under general direction:

- Provides mobile response to a variety of community settings upon law enforcement's request, including homes, businesses, shelters, etc.
- Provides face-to-face crisis intervention to help de-escalate and/or stabilize individuals in crisis and prevent further criminal justice involvement, when possible.
- Initiates existing crisis response from OCHN safety net.
- As needed, coordinates with OCHN Access Department for Mental Health Access Eligibility Screenings and/or Sober Support Unit for higher level of care substance use disorder treatment services for persons with co-occurring mental health and substance use disorders.

- Provides referrals to multiple community resources and communicates these resources to individuals who are in need and/or do not meet criteria for OCHN services.
- Documents all interactions in Electronic Medical Record for person served through OCHN provider network.
- Ensures necessary releases are obtained to allow for cross-system collaboration.
- Coordinates with provider network, through on-call if needed, for follow-up appointments. Provides individual with appointment confirmation, address to provider and other pertinent information.
- Connects out-of-county individuals with appropriate CMH contact.
- Provides follow-up and support services to individuals to ensure their engagement in services.
- Follows protocols and policies as outlined by OCHN and law enforcement agencies.
- Develops rapport and maintains strong working relationship with law enforcement agencies and stakeholders.
- Access, use, and safeguard Criminal Justice Information (CJI) only as authorized and only for legitimate criminal justice purposes.
- Maintain the confidentiality and security of CJI and Protected Health Information (PHI) in accordance with CJIS Security Policy, HIPAA, agency policies, and applicable state and federal laws.
- Complete all required CJIS security awareness training and comply with CJIS security requirements as a condition of maintaining access to criminal justice information.
- Report any suspected or actual security incidents involving criminal justice information in accordance with agency and CJIS reporting requirements.
- Assists with training implementation for internal and external partners.
- Identifies gaps, system barriers and community needs through Interagency collaboration.
- Tracks and collects data points, as identified.
- Attends Behavioral Health Justice Collaborative, Co-Responder Quarterly Meetings, and other required internal or external meetings.
- Provides training to law enforcement agency. Performs other duties as assigned.

Job Requirements and Qualifications

Education:

- Master's degree in a mental health field.

Training Requirements (licenses, programs, or certificates):

- State of Michigan licenses, certification and / or registrations as Psychologist (LLP, LP), Social Worker (LMSW, LLMSW), Counselor (LPC, LLPC), or Marriage and Family Therapist (LMFT).
- CANS, LOCUS and ASAM training, preferred.

Experience Requirements:

- Relevant experience in providing services to Individuals with Intellectual / Developmental Disabilities or Adults with Mental Illness and/or persons with substance use / co-occurring disorders. Experience with Children with Serious Emotional Disturbance may be considered.

Preferred Experience:

- Experience in Crisis Intervention and De-escalation methods.
- Preference for psychiatric experience in one or more of the following areas: screening, and assessment of children and adults with mental health, substance use, and/or developmental disabilities.
- Preference for experience in providing clinical services in the public sector.

Job Specific Competencies/Skills

- Demonstrates high level of interpersonal skills both in direct personal interactions and on the telephone.
- Demonstrates ability to work independently in the field, while also functioning as a member of a larger team.
- Demonstrates effective problem-solving skills.
- Demonstrates high level of oral and written communication skills.
- Demonstrated effective computer skills.

In addition, the following are preferred competencies:

- Demonstrated experience in data collection, report writing and outcome measurement.
- Demonstrates understanding and commitment to honoring the choice of individuals served by OCHN and, if applicable, its provider network.
- Demonstrates ability to handle a high volume of relatively complex assignments accurately and timely.
- Demonstrates organizational skills needed to establish procedures and maintain files and records.
- Knowledge of the OCHN system, providers, eligibility criteria, and community referral resources.
- Knowledge of community policing practices.
- Knowledge of DSM-IV TR and DSM-V criteria.
- Knowledge of Michigan Mental Health Code.
- Understanding of recipient rights policies.

Oakland Community Health Network's Core Competencies:

- Interacting with others in a way that gives them confidence in one's intentions and those of the organization; demonstrating loyalty to the organization and its mission and values; maintaining social, ethical, and organizational norms; firmly adhering to codes of conduct and ethical principles. (Integrity/Building Trust)
- Making customers and their needs a primary focus of one's actions; developing and sustaining productive customer relationships, recognizing that the ultimate customer is the person served. (Customer Focus)
- Actively identifying new areas for learning; regularly creating and taking advantage of learning opportunities; using newly gained knowledge and skill on the job and learning through their application. (Continuous Learning)
- Setting high standards of performance for self and others; assuming responsibility and accountability for successfully completing assignments or tasks; self-imposing standards of excellence in addition to consciously adopting organizational standards of excellence. (Work Standards)

- Clearly conveying information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.
(Communication)

Additional Information

Special Information (Travel required, physical requirements, on-call schedules, and so on):

- Work performed primarily within various Law Enforcement agencies and in various community settings.
- Must have available means of transportation to and from OCHN, assigned work location, and for required offsite meetings.
- Must possess and maintain a valid Michigan driver's license.
- Must successfully pass a background check by law enforcement.
- Employees in this position may have access to Criminal Justice Information (CJI). Access to CJI is restricted to authorized criminal justice purposes. Employees are required to maintain strict confidentiality, comply with all CJIS Security Policy requirements, complete required security training, and protect criminal justice information from unauthorized access, disclosure, or dissemination
- Must be available for meetings and other required events which may occur outside of assigned work hours.

**Author of Job
Description:**

Date:

At a Regular Meeting of the Royal Oak City Commission held on Monday October 12, 2026 in City Hall, 203 South Troy Street, the following Resolution was adopted:

Be it resolved, the Royal Oak City Commission approves the Mental Health Co-response Team Interlocal Agreement – 2027-3493, and directs staff to issue a purchase order in the amount of \$84,971 and;

Be it further resolved, the Royal Oak City Commission authorizes the mayor to execute the agreement on behalf of the city; and

Be it finally resolved, the Royal Oak City Commission hereby approves a budget amendment for the total amount of \$24,971.00 for this expenditure from the Public Safety Fund fund balance.

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Royal Oak City Commission at a meeting held on October 12, 2026.


Melanie Halas, City Clerk

To: **Madison Heights Mayor and City Council**

From: **Melissa R. Marsh, City Manager**

Subject: **2027 Mental Health Co-Response Team Interlocal Agreement**

Date: **October 13, 2026**

The City of Madison Heights has participated in the Mental Health Co-Response Team program for the past two years in partnership with the Oakland Community Health Network and the cities of Ferndale, Royal Oak, and Hazel Park. The proposed interlocal agreement continues this partnership for a third year, from October 1, 2026, through September 30, 2027.

The program provides mental health clinicians who work collaboratively with law enforcement to respond to behavioral health crises, conduct assessments, provide referrals, and connect individuals with appropriate community resources. This approach helps address mental health and substance use concerns while supporting more effective responses to individuals in crisis.

For the upcoming year, Oakland County Commissioners are providing \$60,000 in grant funding toward the program. The grant and participating communities' costs are prorated based on utilization. Madison Heights accounts for approximately 26% of program utilization, resulting in a proposed City share of \$52,601.19 after the County grant is applied. The City budgeted approximately \$65,600 for this service, so the proposed agreement is within the budgeted amount.

I recommend approval of the 2027 Mental Health Co-Response Team Interlocal Agreement. The Police Chief and I believe continued participation provides a valuable resource for our Police Department and the residents we serve by improving access to mental health support and helping officers respond appropriately to behavioral health crises. Funding is budgeted and available.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/26

PREPARED BY: Chris Woodward, Deputy Director of Public Services

AGENDA ITEM CONTENT: Replacement Vehicle #121 - Police

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT:

FUNDS REQUESTED: \$44,918

FUND:

EXECUTIVE SUMMARY:

This Police Department Administrative vehicle (#121) was involved in a not at fault accident on 8/18/26 and determined to be a total loss. The attached quote is for a like-for-like replacement of the vehicle.

RECOMMENDATION:

Staff recommends that Council approve the purchase of replacement vehicle #121 (2026 Jeep Grand Cherokee L), as quoted from LaFontaine Chrysler Dodge Jeep Ram, of Lansing, through the MiDeal Cooperative Vehicle Purchasing Program in the total amount of \$44,918.

MEMORANDUM

Item 3.

DATE: October 20, 2026
TO: Melissa R. Marsh, City Manager
FROM: Chris Woodward, Deputy Director of Public Services
SUBJECT: Vehicle Replacement – #121 (Police Dept. Admin.)

Police Department administrative vehicle #121 (2024 Jeep Grand Cherokee) was involved in an accident on August 18th, 2026 (not at fault). The City's insurance provider, MMRMA, determined the vehicle was a total loss.

The attached quote is for a like-for-like replacement of the vehicle. Staff requests that Council approve the purchase of replacement vehicle #121 from LaFontaine Automotive in the amount of \$44,918.

Thank you,

Chris Woodward

Deputy Director of Public Services

City of Madison Heights
Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

p: (248) 589-2294 | f: (248) 589-2679 | e: DPS@MadisonHeightsMI.gov

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
517-394-1022-Direct
517-394-1205-Fax
mdeacon@lafontaine.com

QUOTE

Name: Madison Heights PD
Address: _____
City: _____ State: _____ Zip: _____
Contact: Chris Woodward
Phone: 248.837.2803
Email: cwoodward@madisonheightsmi.gov

Date: 10/20/2026
Quote 102026

State of Michigan	
2026 Jeep Grand Cherokee L Laredo Altitude 4x4	\$51,670.00
2.0L Hurricane 4	
Silver Zynith	
Black Leather Seats	
Stock 26L0785	
Title	\$15.00
rebate	-\$6,767.00
Per contract delivery is \$2.00 a mile one way mileage.	
By signing the purchase agreement you agree to purchase of the vehicle or vehicles X _____	
Total Cost:	\$44,918.00

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

City Council Regular Meeting
Madison Heights, Michigan
October 12, 2026

A City Council Regular Meeting was held on Monday, October 12, 2026 at 6:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

CALL TO ORDER

ROLL CALL

PRESENT

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

ABSENT

Councilman Sean Fleming

ALSO PRESENT

Attorney Larry Sherman
City Manager Melissa Marsh
City Clerk Mary Daley

CM-26-216. Excuse Absent Members

Motion to excuse Councilman Fleming from tonight's meeting.

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

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

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR WRIGHT

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

APPROVAL OF THE AGENDA:

CM-26-217. Approval of the Agenda.

Motion to approve the agenda as written.

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

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

Absent: Councilor Fleming

Motion carried.

MEETING OPEN TO THE PUBLIC:

1. **Barbara Lewis**, resident, requested city assistance regarding Amazon commercial delivery drones operating overhead seven days a week at all hours. She stated that constant drone flights in what was previously a non-commercial air zone negatively impact residents' property enjoyment and peace.
2. **Melanie Klouse**, resident, spoke regarding automated license plate reader (ALPR) / Flock surveillance cameras operating in Madison Heights. While acknowledging that the City has canceled its own Flock contract, she raised concerns regarding remaining cameras controlled by outside entities, such as the Oakland County Sheriff's Office, highlighting camera placements near public areas including Red Oaks Golf Course, dog park, water park, and nature center. She questioned whether individual criminal incidents justify broad surveillance of park visitors, submitted a list of written questions to Council, and requested Council support in identifying and removing remaining ALPR cameras.
3. **City Clerk Mary Daley** noted that email correspondence was received from resident **Kevin Trabucci** which was distributed to Mayor and Council prior to the meeting and made part of the official record.

CONSENT AGENDA:

CM-26-218. Consent Agenda

Motion to approve the Consent Agenda as read.

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

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

Absent: Councilor Fleming

Motion carried.

CM-26-218. City Council Regular Meeting Minutes of September 28, 2026

Motion to approve the City Council Regular Meeting Minutes of September 28, 2026 as written.

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

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

Absent: Councilor Fleming

Motion carried.

ORDINANCES:**CM 26-219. Ordinance 2215 - Rezoning Request PRZN 26-02 - City initiated rezoning of 27431 Hales Street from R-3 to N-P - Second Reading**

Motion to approve Ordinance 2215, Rezoning Request PRZN 26-02 - City initiated rezoning of 27431 Hales Street from R-3 to N-P upon second reading.

During discussion, City Manager Marsh explained that the property is owned by the Federal Aviation Administration (FAA). The site previously housed an airplane beacon that has been out of commission for a very long time. Over the past year, the FAA remediated the site, removed the small structure, conducted a survey, and agreed to sell the land to the City at the survey price. City Manager Marsh noted that the FAA explicitly required the parcel to be officially rezoned to Natural Preservation (NP) as a condition of selling it directly to the City and that if Council did not approve the rezoning, the FAA would instead put the property up for public auction which is undesirable for the City.

ORDINANCE NO. 2215

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2198, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW ZONING ORDINANCE FOR THE CITY OF MADISON HEIGHTS, BY AMENDING THE ZONING MAP CONTAINED WITHIN APPENDIX A.

THE CITY OF MADISON HEIGHTS ORDAINS:

SECTION 1. That the Zoning Map in connection with the Zoning Ordinance of the City of Madison Heights shall be amended so that the zoning on the following described property, to-wit:

T1N, R11E, SEC 13, PART OF SE 1/4 BEG AT PT DIST S 87-55-00 E 167.77 FT & N 00-16-38 E 1331.08 FT & E 211.45 FT FROM S 1/4 COR, TH N 249.25 FT, TH E 245.35 FT, TH S 16 FT, TH E 62 FT, TH S 233.25 FT, TH W 307.35 FT TO BEG 1.74 A

PIN 44-25-13-401-021 – 27431 HALES STREET

Shall be changed from R-3, ONE-FAMILY RESIDENTIAL, to N-P, NATURAL PRESERVATION AND RECREATION.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. This ordinance shall take effect ten (10) days after its adoption and upon publication.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

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

Absent: Councilor Fleming

Motion carried.

CM 26-220. Cryptocurrency Kiosk Ordinance #2217

Motion to approve Ordinance No. 2217, Cryptocurrency Kiosk Ordinance, on First Reading, prohibiting the installation, placement, operation, and maintenance of cryptocurrency kiosks (Bitcoin ATMs) within the City of Madison Heights, and scheduling the Second Reading for October 26, 2026.

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

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

Absent: Councilor Fleming

Motion carried.

COUNCIL COMMENTS:

- **Councilor Laurie Gerald:** Expressed disappointment in having to miss this year's Harvest Festival, noting she heard it was a great event and looks forward to attending next year. She also thanked Mayor Corey Haines for welcoming the Southeastern District of Women's Clubs at their Saturday meeting.
- **Councilor Emily Rohrbach:** Addressed resident public comments regarding Amazon delivery drones, clarifying that jurisdiction lies with the Federal Aviation Administration (FAA) rather than the city, though she shares resident concerns. She thanked residents for speaking about Flock automated license plate reader (ALPR) cameras, clarifying that the remaining local cameras belong to the Oakland County Sheriff's Office, where discussions regarding their removal are ongoing. She also expressed regret for missing the Harvest Festival and encouraged voters to submit absentee ballots early or take advantage of upcoming early in-person voting.
- **City Clerk Mary Daley:** Provided election administration updates, encouraging voters with absentee ballots to use secure city drop boxes or deliver them to City Hall. She announced 9 days of early in-person voting from Saturday, October 24 through Sunday, November 1 at the Royal Oak Senior Center (3500 Marais Ave), running daily from 8:30 AM to 4:30 PM (except Thursday, October 29, when hours are 12:00 PM to 8:00 PM).

- **City Manager Melissa Marsh:** Confirmed that Amazon delivery drones fall under the exclusive legal authority of the FAA governing U.S. airspace. She provided Amazon's customer complaint line (**1-888-280-4431**) for residents encountering drone issues, noting the information is posted on the city website.
- **City Attorney Larry Sherman:** Stated he had no comments for the evening.
- **Councilor Quinn Wright:** Shared reflections from attending the Michigan Municipal League (MML) Conference, where local officials discussed artificial intelligence (AI) governance, Flock cameras, data centers, and Amazon drones as shared regional challenges. He emphasized upholding human dignity during National Bullying Prevention Month / Cyberbullying Prevention Month, warned residents about automated "bots" in online community forums, and suggested that reducing consumer demand for drone delivery services could help curb drone flights.
- **Mayor Pro Tem William Mier:** Commented on the value of the MML Conference, noted the unseasonably warm 80-degree weather on October 12th, and shared that he enjoyed attending the Harvest Festival with his wife and dog. He also announced the upcoming October 30th grand opening of Oakland County's renovated Red Oaks Park.
- **Councilwoman Toya Aaron:** Reflected on Worldwide Mental Health Day (observed October 10th) and MML conference sessions addressing the mental health pressures, public harassment, and stress experienced by local elected officials and their families. She noted that peer communities face similar debates over Flock cameras and drones and encouraged everyone—including students—to take necessary time out to breathe, recharge, and refocus.
- **Mayor Corey Haines:** Commended the MML Conference for fostering collaboration among municipal leaders across Michigan. On Flock cameras, he confirmed remaining units belong to Oakland County and noted the Oakland County Board of Commissioners meeting scheduled for Thursday at 6:00 PM in Pontiac, where residents could offer public comment. He noted City Manager Marsh would review written questions submitted by resident Melanie Clouse. On drones, he reiterated FAA jurisdiction while confirming ongoing city advocacy. Finally, he celebrated the Harvest Festival turnout at Rosie's Park, where staff handed out nearly 250 trick-or-treat bags.

ADJOURNMENT

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

Corey K. Haines, Mayor

Mary Daley, City Clerk

City Council Special Boards and Commissions Workshop
 Madison Heights, Michigan
 October 05, 2026

A City Council Special Boards and Commissions Workshop was held on Monday, October 05, 2026 at 6:00 PM at Fire Station #1 - Training Room 31313 Brush Street

CALL TO ORDER

Mayor Haines called the meeting to order at 6:00 p.m.

ROLL CALL

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
 Assistant City Attorney Tim Burns
 DPS Director Sean Ballantine
 Library Director Vanessa Verdun Morris
 City Clerk Mary Daley
 Assistant to the City Manager Harley Mordarski

MEETING OPEN TO THE PUBLIC:

Mayor Haines opened the meeting to the public at 6:01 pm. Seeing no members of the public wishing to speak, public comment was closed at 6:01 pm.

NEW BUSINESS:

1. Boards and Commission Discussion

City Manager Melissa Marsh presented a review of the City's 24 active boards and commissions which includes over 135 appointments. She highlighted recurring operational challenges faced by administration and staff, including overly broad annual work plans lacking quantitative reporting, compliance and permitting oversights, attendance and quorum struggles, last-minute demands on personnel, and volunteer burnout caused by duplicated efforts.

City Manager Marsh introduced a proposal to establish a consolidated 7- up to 15-member RAISE (Recreation, Arts, Inclusivity, and Special Events) Board. The proposed body would merge the functions of the Parks & Recreation Advisory Board, Arts Board, and Human Relations Commission (HRC) into a unified committee supported by subcommittees and a citywide volunteer pool. RAISE was designed to streamline special event coordination, maintain a shared community calendar, and establish structured monthly coordination across DPS, Public Safety, and Parks staff.

City Council engaged in a comprehensive discussion regarding the proposed structure. While Council members unanimously supported establishing stronger event coordination and protecting City Staff from last-minute operational strain, opinions varied against merging the Human Relations Commission (HRC) and the Arts Board. City Manager Marsh affirmed that Staff's primary objective was obtaining clear operational guardrails to prevent uncoordinated event overload.

Following deliberation, City Council reached consensus on the following directives:

- Maintain the existing advisory boards in their current independent structures.
- Give explicit authority to the City Manager to declare a seat vacant and remove any board or commission member who accumulates three (3) absences within a 12-month period, regardless of whether the absences are excused or unexcused, to ensure meeting quorums and operational continuity.
- Directed all boards and commissions to submit detailed, standardized annual work plans containing clear metrics and 12-month event planning schedules. Granted authority to the City Manager to administratively cancel any scheduled event if required site plans, permits, staffing arrangements, or operational details are not finalized at least two (2) months prior to the event date.
- Reaffirmed that Council members should direct all operational questions through the City Manager or Mayor rather than contacting board members or City Staff directly.
- Agreed to allow inactive advisory bodies to sunset naturally as member terms expire.
- Directed City Manager Marsh to incorporate these approved guardrails into an updated Board and Commission Handbook and present it to City Council for formal approval before the end of the year.

ADJOURNMENT

Having no further business, Mayor Haines adjourned the meeting at 7:54 p.m.

Corey K. Haines, Mayor

Mary Daley, City Clerk



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/12/2026

PREPARED BY: Brent LeMerise, Police Chief

AGENDA ITEM CONTENT: Cryptocurrency Kiosk Ordinance #2217 – First Reading

AGENDA ITEM SECTION: Ordinances

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

Cryptocurrency kiosks have become a significant tool used by criminals to facilitate fraud, particularly scams targeting elderly and vulnerable residents. The Michigan Attorney General and FBI have issued repeated warnings regarding these machines, noting that transactions are difficult or impossible to reverse and generally lack the consumer protections associated with traditional financial institutions. Given the documented financial losses associated with cryptocurrency kiosks and the resulting burden on local law enforcement and residents, the City should consider the proposed Cryptocurrency Kiosk Ordinance #2217 ordinance prohibiting their operation within Madison Heights. The ordinance is also narrowly focused on cryptocurrency kiosks, not cryptocurrency itself. Residents and businesses would still be able to legally own, buy, sell, transfer, and accept cryptocurrency through other means.

RECOMMENDATION:

Police Chief Brent LeMerise recommends approval of the first reading and scheduling the second and final reading at the City Council meeting scheduled for October 26, 2026.

ORDINANCE NO. 2217**CITY OF MADISON HEIGHTS
OAKLAND COUNTY, MICHIGAN****AMENDMENT TO THE CODE OF ORDINANCES**

An Ordinance to amend Ordinance No. 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights, by amending Chapter 7, titled “Business Regulations and Licenses, by adding a new Article XVIII titled, “Cryptocurrency kiosks,” and by adding new Sections 7-500 through 7-515, to protect the public health, safety, and welfare by prohibiting the installation, placement, operation and maintenance of cryptocurrency kiosks within the City of Madison Heights and to provide civil and criminal penalties and business license sanctions for violation thereof.

THE CITY OF MADISON HEIGHTS ORDAINS**SECTION 1. AMENDMENT.**

That Chapter 7, titled “Business Regulations and Licenses,” of the Madison Heights Code of Ordinances, shall be amended by adding a new Article XVIII, titled “Cryptocurrency kiosks,” and by adding new Sections 7-500 through 7-515, to protect the public health, safety, and welfare by prohibiting the installation, placement, operation and maintenance of cryptocurrency kiosks within the City of Madison Heights, and to provide penalties and license sanctions for violation thereof and thereby amending the code of ordinances as follows:

Sec. 7-500. – Short Title.

This ordinance shall be known and may be cited as the “Cryptocurrency kiosks ordinance.”

Sec. 7-501. – Findings and Purpose.

The purpose of this ordinance is to protect the public health, safety and welfare of persons within the jurisdiction of the city by prohibiting the installation, placement, operation and maintenance of cryptocurrency kiosks within the city, except as otherwise stated in this ordinance, and to provide methods of enforcement through civil and criminal penalties and business licensing sanctions. The Madison Heights City Council finds and determines the following:

- (a) Cryptocurrency kiosks, sometimes commonly referred to as Bitcoin ATMs, are electronic machines that permit members of the public to purchase, sell, exchange or otherwise transact in cryptocurrency.
- (b) Cryptocurrency kiosks may facilitate transactions involving substantial amounts of money and may present risks of fraud, financial exploitation, identity theft, money laundering, and other unlawful or fraudulent activity.
- (c) Cryptocurrency kiosks may be particularly susceptible to exploitation because transactions conducted through such kiosks may be difficult for consumers to reverse and may involve anonymous or pseudonymous digital transactions.

(d) The city has an interest in protecting its residents, businesses, property owners, and visitors from criminal and fraudulent activity and in protecting the public health, safety, and welfare of the community, including those who reside, work and visit the city.

(e) The City Council further finds that regulation of cryptocurrency kiosks is distinct from regulation of cryptocurrency itself. This ordinance is intended to regulate the installation, operation and maintenance of cryptocurrency kiosks within the city and is not intended to prohibit the lawful ownership, possession, purchase, sale, or use of cryptocurrency by individuals or businesses except to the extent that such activity requires or involves the operation of a cryptocurrency kiosk prohibited by this ordinance.

(f) The purpose of this ordinance is to protect the public health, safety, and welfare by prohibiting the installation, placement, operation and maintenance of cryptocurrency kiosks within the city as defined below.

Sec. 7-502. – Definitions.

When used in this article, the following words and terms shall have the following meanings:

(a) *Cryptocurrency* means digital or virtual currency or digital assets that uses cryptography for security and that is designed to function as a medium of exchange, store of value, or unit of account, including, but not limited to, Bitcoin, Ethereum, Tether, BNB, XRP, and similar or equivalent digital currencies or assets.

(b) *Cryptocurrency kiosk* means an electronic terminal, machine, device, or other automated apparatus that is used to facilitate the purchase, sale, exchange, transfer, or other transaction involving cryptocurrency or digital assets by members of the public, whether or not the machine is connected to or resembles a conventional automated teller machine. This term includes, without limitation, any Bitcoin ATM, Bitcoin kiosk, Cryptocurrency ATM, digital-currency kiosk, or a substantially similar or equivalent device.

(c) *Operator* means any individual, person, corporation, limited liability company, partnership, association, financial institution, organization, cryptocurrency business or exchange, or other entity that owns, leases, manages, controls, operates, maintains, or provides services through a cryptocurrency kiosk, or anyone acting by or through or on behalf the entities named herein.

(d) *Person* means any individual, human being, corporation, limited liability company, partnership, association, financial institution, organization, cryptocurrency business or exchange, or other entity, or anyone acting by or through or on behalf the entities named herein.

Sec. 7-503. – Prohibited conduct.

(a) No person shall install, place, locate, maintain, operate, or permit the operation of a cryptocurrency kiosk or kiosks anywhere within the City of Madison Heights.

(b) No person who owns, leases, occupies, manages, or controls real property with the city shall knowingly permit a cryptocurrency kiosk or kiosks to be installed, placed, maintained, or operated upon such property.

(c) The prohibition in this section applies regardless of whether the cryptocurrency kiosk is located:

1. Within a commercial establishment;
2. Within a gas station or convenience store;
3. Within a restaurant or other food-service establishment;
4. Within a shopping center or other retail establishment;
5. Within an office or other private business;
6. Within a lobby or common area;
7. Within a parking area or other exterior location; or
8. At any other public or private location within the city.

(d) No person shall reactivate, relocate, replace, expand, fix, repair, or otherwise continue the operation of a cryptocurrency kiosk or kiosks after the effective date of this ordinance, except as otherwise stated herein.

Sec. 7-504. – Existing cryptocurrency kiosks.

(a) Any cryptocurrency kiosk or kiosks lawfully located with the city before the effective date of this ordinance shall cease operation and shall be removed from the city within sixty (60) days after the effective date of this ordinance.

(b) During the sixty (60) day period provided for in subsection (a), an existing cryptocurrency kiosk or kiosks shall not be relocated, replaced, expanded, fixed, repaired, or reactivated at another location within the city.

(c) After expiration of the sixty (60) day period, the continued operation or maintenance of any cryptocurrency kiosk or kiosks within the city shall constitute a violation of this ordinance.

Sec. 7-505. – Lawful cryptocurrency.

Nothing in this ordinance shall be construed to prohibit:

- (a) The lawful ownership or possession of cryptocurrency;
- (b) The lawful purchase, sale, transfer, or use of cryptocurrency through a computer, mobile telephone, or other personal electronic device, that does not involve the installation, placement, maintenance, or operation of a cryptocurrency kiosk within the city.
- (c) A person or business from accepting cryptocurrency as payment for lawful goods or services; or
- (d) Any other lawful activity involving cryptocurrency that does not involve the installation, placement, maintenance, or operation of a cryptocurrency kiosk or kiosks within the city.

Sec. 7-506.-State and Federal law.

This ordinance shall be interpreted and enforced to the maximum extent permitted by applicable federal and state law. Nothing in this ordinance shall be construed to prohibit conduct that the city is expressly preempted from regulating or prohibiting by federal or state law. If any provision of this ordinance is determined to be preempted, invalid, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

Sec. 7-507. Penalties.

(a) For a first offense, a person who violates this ordinance shall be guilty of a civil infraction, subject to a fine of \$500.00, for each cryptocurrency kiosk, together with such costs as may be authorized by law or imposed by the court.

(b) For a second offense or any subsequent offense, a person who violates this ordinance shall be guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both. A second violation shall be defined as a violation that occurs within two (2) years of a first violation. A subsequent offense shall be defined as a violation that occurs within two (2) years after a second offense or any subsequent offense.

(c) For a second offense or any subsequent offense, a person who violates this article and who has or possesses a business license issued by the city may be subject to revocation, non-renewal, or denial of said business license, subject to the provisions of the city code of ordinances.

(d) Pursuant to lawful enforcement of this ordinance, the city police department may seize and retain any cryptocurrency kiosk or kiosks, which may be kept, maintained, preserved, tested or transferred to other appropriate government authorities, or otherwise disposed of or destroyed in accordance with applicable law and established evidence-handling procedures.

(e) Each day that a violation continues shall constitute a separate violation.

(f) Nothing in this article shall prevent the city from pursuing any other remedy authorized by law.

Sec. 7-508 to 7-515.-Reserved.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY

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

SECTION 4. SAVINGS.

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

SECTION 5. EFFECTIVE DATE.

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

SECTION 6. INSPECTION.

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