

BIRMINGHAM CITY COMMISSION AGENDA
SEPTEMBER 21, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.
VIRTUAL MEETING
MEETING ID: 655 079 760

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk Designee

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS:

- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 3, 2020 General Election. The Clerk's office will begin mailing ballots to voters by the end of September. To review your specific voting information and preview your ballot visit mi.gov/vote. A new drop box will be installed soon near the police driveway gate on the Henrietta side of City Hall, stay tuned for more information!
- The Birmingham Museum will be featuring an outdoor pop-up exhibit this Friday the 25th from 1 to 4 PM in the plaza at 556 W. Maple Rd. Historical artifacts of Birmingham women who achieved many local political 'firsts' will be presented with a National Archives display on the nationwide suffrage movement. The exhibit is free to the public; masks and social distancing will be required for close examination of the artifacts and conversation with museum staff.
- The city would like to thank Jane McKee for her 20 years of service to Birmingham on the Martha Baldwin Park Board.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

A. Resolution approving the City Commission meeting minutes of September 14, 2020.

B. Resolution approving the warrant list, including Automated Clearing House payments, dated September 16, 2020 in the amount of \$34,821,587.94.

- C. Resolution authorizing the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required form to MDOT.
- D. Resolution approving the addendum to the Axon Enterprise, Inc. contract dated July 9, 2018 for the purchase of (14) Taser X-2 conducted electrical weapons in the amount of \$24,346.00; further to waive competitive bidding requirements as Axon Enterprises, Inc. is the manufacturer and a sole source vendor for this equipment; further to authorize the Mayor and City Clerk to sign the addendum on behalf of the city; further to authorize this budgeted expenditure from account number 101-301.000-734.0000.
- E. Resolution approving the proposal from Cabinet One Inc. to complete the police department front counter COVID-19/Security upgrade project in an amount of \$23,500.00; further to circumvent normal purchasing procedures and waive competitive bidding requirements due to protect the health and welfare of the public and staff due to the COVID-19 pandemic; further to charge this COVID-19 emergency expenditure to account #101-301.000-977.0000 pending receipt of any grant funding receipts offsetting this expenditure.
- F. Resolution approving the purchase of (17) Motorola APX6000 portable radios and (2) Motorola APX6500 mobile radios with required accessories from Motorola Solutions in the amount of \$120,664.50 from the State of Michigan MiDeal purchasing contract number 190000001544; further to authorize these budgeted expenditures from account numbers 101-301.000-971.0100 in the amount of \$71,638.80 and 585-305.000-971.0100 in the amount of \$49,025.70.
- G. Resolution awarding the 2020 Sewer Lining Program – Contract #4-20(S) to Granite Inliner, LLC, in the amount of \$764,031.00, to be funded from account number 590-536.001-981.0200 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 Sewer Fund budget as follows:

Sewer Fund

Revenues:

590-000.000-400.0000	Draw from Net Position	<u>\$264,031</u>
Total Revenue		<u>\$264,031</u>

Expenses:

590-536.001-981.0200	Sewer Improvements	<u>\$264,031</u>
Total Expenses		<u>\$264,031</u>

Contingent upon the execution of the agreement and meeting all insurance requirements.

- H. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the replacement of two (2) the lead water services within the Maple Road project area in the amount not to exceed \$17,965.00 to be paid to D'Angelo Brothers Inc. from the Water Fund account #591-537.004-981.0100, pursuant to Sec. 2-286 of the City Code.

- I. Resolution confirming the City Manager's authorization for the emergency expenditure regarding the repair to a twelve (12) inch water main break and associated road repairs at Adams and Maple Road in the amount not to exceed \$15,783.10 to be paid to D'Angelo Brothers Inc. from the Water Fund account #591-537.004-981.0100 and in the amount not to exceed \$40,894.02 to be paid to Asphalt Specialists, Inc., pursuant to Sec. 2-286 of the City Code.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Resolution to meet in closed session to discuss labor negotiations in accordance with Section 8(c) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

- B. Resolution approving the settlement agreement of September 4, 2020 between the City and BPOA/POAM for a renewal of the collective bargaining agreement through June 30, 2022. Further, to authorize the transfer of the appropriate funds by the Finance Department for the contract effective July 1, 2019.
- C. Resolution approving the recommendation by the Human Resources Department to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2020.

AND

Resolution approving the recommendation by the Human Resources Department to implement the 2% performance increment through June 30, 2021 with individual eligibility to be determined in accordance with the merit increase guidelines.

AND

Resolution approving the additional employee health care cost sharing measures, effective January 1, 2021, to increase the generic drug employee co-pay to \$25 and to eliminate coverage of proton pump inhibitors that are available over-the-counter, unless the physician deems the medication to be medically necessary.

AND

Resolution approving the transfer of the necessary funds by the Finance Department to the respective departmental personnel accounts.

- D. Presentation on Public Engagement Platforms

E. Commission Discussion on Items from prior meeting

- I. Commissioner Report Requests
- II. Ordinance Items

F. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA
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IX. COMMUNICATIONS

A. Communication from Kevin Denha

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Police Department Traffic Citation Analysis submitted by Chief Clemence
 - 2. Terminating Vistas Recommendations Framework and Goal Timeline submitted by Planning Director Ecker.

INFORMATION ONLY

XI. ADJOURN

PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance only.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:248-530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



cheryl arft <carft@bhamgov.org>

Jane McKee - Martha Baldwin Park Board1 message

cheryl arft <carft@bhamgov.org>

Tue, Sep 15, 2020 at 1:12 PM

To: Abrial Hauff <ahauff@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>, Connie Folk <Cfolk@bhamgov.org>, Carrie Laird <Claird@bhamgov.org>, Lauren Wood <Lwood@bhamgov.org>, Joe Valentine <Jvalentine@bhamgov.org>

Jane left me a voicemail that she will not be applying again for the board.

Cheryl Arft
Acting City Clerk
City of Birmingham
151 Martin Street
Birmingham, MI 48009

248-530-1880
248-530-1080 (fax)

carft@bhamgov.org

"Important Note to Residents"

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

ANNOUNCEMENTS

BIRMINGHAM CITY COMMISSION VIRTUAL MEETING MINUTES
SEPTEMBER 14, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

Watch the entire meeting at: vimeo.com/event/3470/videos/456222144

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor called the meeting to order with the Pledge of Allegiance at 7:30 p.m.

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll:

PRESENT: Mayor Boutros
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman

ABSENT: None

Administration: City Manager Valentine, Planning Director Ecker, Chief Clemence,
Museum Director Pielak, IT Manager Brunk, City Clerk Designee Bingham

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS:

- Welcome State Senator Mallory McMorrow.
- The Clerk's office would like to remind voters to turn in an absentee ballot applications if they wish to vote by mail for the November 3, 2020 General Election. The Clerk's office will begin mailing ballots to voters that requested them on September 24th. To review your specific voting information visit mi.gov/vote. Persons 16 or older that are interested in learning more about elections and assisting the community could work on Election Day! Visit the elections inspectors tab on the clerk's website for more details bhamgov.org/voting.
- The Birmingham Museum will be featuring an outdoor pop-up exhibit every Friday in September from 1 to 4 PM in the plaza at 556 W. Maple Rd. Historical artifacts of Birmingham women who achieved many local political 'firsts' will be presented with a National Archives display on the nationwide suffrage movement. The exhibit is free to the public; masks and social distancing will be required for close examination of the artifacts and conversation with museum staff.
- The City of Birmingham has been recognized by BarBend.com for ranking high in the top 50 for Michigan cities for fit lifestyles.
- The City would like to thank Joseph Mercurio for the past 3 years of his service to the Design Review Board.
- Commissioner Host's Birthday.

GUESTS:

State Senator Mallory McMorrow presented the following updates:

- August Consensus Revenue Estimating Conference revealed that the effect of COVID19 on Michigan's revenue was significantly lower than anticipated.
- Tentative agreement between Governor Whitmer and the republican majority in the legislature.
- There were no cuts to K-12 or local municipal revenue sharing.
- Budget meeting on September 28, 2020 @ 1:00 p.m. with a representative from the Non-Partisan Senate Fiscal Agency.
- The upcoming election with an expected unprecedented turnout of absentee and in-person voting has prompted people to ask for the passage of Senate Bill 757; introduced by Senator Ruth Johnson to give Clerks an additional day to process absentee ballots.
- Voter education has been the focus of her office.
- She introduced two bills that will create HOB lanes in Michigan; car pool lanes on I-75.

APPOINTMENTS:

09-165-20

APPOINTMENT OF KEITH DEYER TO THE HISTORIC DISTRICT COMMISSION

The Commission interviewed current member Keith Deyer for appointment.

MOTION:

Nomination by Commissioner Hoff:

To appoint Keith Deyer, to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2023.

Commissioner Baller asked Mr. Deyer's opinion about the level of communication between the Historic District Board, other boards, and the commission; and is it sufficient.

Mr. Deyer responded that years ago there were joint meetings with the Planning Board and City Commission to assure that plans were in accord with City initiatives. It has not occurred recently so the board relies on staff to provide directives.

ROLL CALL VOTE: Ayes,

Commissioner Hoff
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Host
Commissioner Nickita
Commissioner Sherman
Mayor Boutros
None

Nays,

09-166-20

APPOINTMENT OF KEITH DEYER TO THE DESIGN REVIEW BOARD

City Manager Valentine provided an explanation as to why one person is being considered for to two separate boards. Previously, the boards were combined until there was a mandate to have two separate and distinct boards; the mandate permitted individuals to serve on both boards. While it is not a requirement to serve on both boards, it is allowed.

MOTION:

Nomination by Commissioner Hoff:

To appoint Keith Deyer, as a regular member to serve a three-year term to expire September 25, 2023.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Baller
Commissioner Host
Commissioner Nickita
Commissioner Sherman
Mayor Pro-Tem Longe
Mayor Boutros
Nays, None

09-167-20 APPOINTMENT OF MICHAEL S. XENOS TO THE HISTORIC DISTRICT STUDY COMMITTEE

MOTION: Nomination by Commissioner Hoff:
To appoint Michael S. Xenos, as a regular member and representative of a duly organized local historic preservation organization to the Historic District Study Committee to serve a three-year term to expire June 25, 2023.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Sherman
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Host
Commissioner Nickita
Mayor Boutros
Nays, None

09-168-20 APPOINTMENT SUSAN COLLINS TO THE PARKS AND RECREATION BOARD

The Commission interviewed current alternate member Susan Collins.

MOTION: Nomination by Commissioner Host:
To appoint Susan Collins, to the Parks and Recreation Board as a regular member to serve the remainder of a three-year term to expire March 13, 2021.

Commissioner Baller asked if she is familiar with the plan to ask voters to approve the Parks and Recreation bond with the underlying Parks Master Plan.

Ms. Collins acknowledged that she is familiar with the bond issue.

ROLL CALL VOTE: Ayes, Commissioner Host
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman
Mayor Boutros
Nays, None

Mayor Boutros congratulated the appointees and instructed them to contact the City Clerk Designee to arrange the final step of administration of the oath.

IV. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

- Heidi Martin, Smith Avenue resident, brought awareness to the flooding problem for many residents that occurred on Friday, August 28, 2020 resulting in:
 - Significant Damage
 - Devastating Loss
 - Diminished Property ValueShe asked what is being done to compensate Birmingham residents for their losses and what the next steps are.
 - City Manager Valentine directed her to the City's website for a claim form that will be filed with the City's insurance carrier.
- Mr. Haig asked if City Manager Valentine received his email about the shallow design of the curb on Maple and Southfield.
 - City Manager Valentine acknowledged the communication and expressed that the cones are in place and the corner is being evaluated.
- David Bloom commented that flooding in the aforementioned area could be a result of excess over development, and should be addressed by the City.

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

09-169-20 CONSENT AGENDA

The following items were removed from the Consent Agenda:

Commissioner Host:	Item A – Meeting Minutes of Of August 24, 2020
Commissioner Hoff:	Item F – 2020 Winter Market Special Event Permit
	Item J - Parking Meters Competitive Bid Waiver
	Item K – Contract Addendum, Hart Pavement Striping Corp.

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated August 26, 2020 in the amount of \$11,021,908.68.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated September 2, 2020 in the amount of \$3,020,582.22.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated September 9, 2020 in the amount of \$849,094.79.
- E. Resolution to set a public hearing date for October 12, 2020 to consider a Revised Final Site Plan and Design and Special Land Use Permit Amendment at 525 N. Old Woodward to allow expansion of the existing Luxe bistro into the vacant storefront space to the south. (Complete Resolution in Agenda packet)
- G. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Santa House beginning the week-end of November 28, 2020 through December 24, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be

deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

- H. Resolution to award the project for Finance Department Renovation and Office Furniture Purchase to Vari, Inc., contingent upon meeting all insurance requirements, in the amount of \$15,460.00, to be charged to the Finance Department's Machinery and Equipment account #101-191.000-971.0100.
- I. Resolution to approve the 2020 Emergency Management Performance Grant and federal funds for \$28,361.00. Further, to direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the grant.
- L. Resolution to approve the Interlocal Agreement between Oakland County and the City of Birmingham, for Appointments of Arraignment-only Attorneys in the Oakland County Jail and to authorize the Mayor and Clerk to sign the Agreement on behalf of the City.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the consent agenda excluding Items A, F, J and K.

ROLL CALL VOTE:	Ayes,	Commissioner Sherman Commissioner Nickita Commissioner Nickita Mayor Pro-Tem Longe Commissioner Baller Commissioner Host Mayor Boutros
	Nays,	None

09-170-20 (ITEM A) CITY COMMISSION MEETING MINUTES OF AUGUST 24, 2020

Commissioner Host removed this item from the Consent Agenda to correct the following:

- Page 12, paragraph 3 to read "a meeting to prioritize topics for future agendas" as opposed to "a long range planning meeting".

MOTION: Motion by Commissioner Host, seconded by Mayor Pro-Tem Longe:
To approve the City Commission meeting minutes of August 24, 2020 as amended.

Public Comment

David Bloom, resident, clarified his comments during Public Comment for Matters not on the Agenda at the last meeting.

ROLL CALL VOTE:	Ayes,	Commissioner Host Mayor Pro-Tem Longe Commissioner Hoff Commissioner Nickita Commissioner Sherman Commissioner Baller Mayor Boutros
	Nays,	None

09-171-20 (ITEM F) 2020 WINTER MARKET

Commissioner Hoff removed this item from the Consent Agenda to ask if there will be a tree lighting ceremony associated with the Winter Market.

City Manager Valentine replied that due to existing COVID19 orders in effect by the Governor, he does not anticipate a tree lighting ceremony.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve a special event permit as requested by the Birmingham Shopping District to hold the 2020 Winter Market Friday, December 4 – Sunday, December 6, 2020 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

ROLL CALL VOTE:	Ayes,	Commissioner Hoff Commissioner Nickita Commissioner Host Commissioner Sherman Mayor Pro-Tem Longe Commissioner Baller Mayor Boutros
	Nays,	None

09-172-20 (ITEM J) PARKING METERS

Commissioner Hoff removed this item from the Consent Agenda to ask the following questions:

- Will this be an upgrade to existing equipment or replacement?
- Why the City did not buy these meters three years ago when this technology was introduced, instead of the existing meters?
- Have the 132 LNG meters, currently in use, been purchased?
- Other communities reported negative comments about the system, what is the City doing to mitigate those issues.

Commissioner Clemence affirmed that it would be just an upgrade to a 4G modem. The current meters were what the provider offered at the time of the City's purchase. The new technology became available after the purchase was complete. He further affirmed that the City owns the LNG meters, noting that they were given in trade due to the inaccuracies in performance of the system. Chief Clemence has meter techs assigned to identifying problems at the beginning of their shift and addressing those issues by the end of their shift for reliability.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
Resolution to waive the competitive bidding process and approve the purchase of 1,150 LNG single space meters from CivicSmart, Inc., a sole source vendor; further charging this expenditure in the amount of \$115,000.00 to the Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200.

Commissioner Baller asked Chief Clemence to pass on compliments to Ellen DeView for her efforts in interviewing and reporting on the issue.

Mayor Boutros asked would new meters be installed on Maple Road along the new construction.

Chief Clemence replied that the meters along Maple Road were taken down during construction and the housing was restored and/or refurbished and will receive the technical updates. Restoring existing meters proved more cost efficient than new purchases.

ROLL CALL VOTE:	Ayes,	Commissioner Hoff Commissioner Host Commissioner Nickita Commissioner Sherman Mayor Pro-Tem Longe Commissioner Baller Mayor Boutros
	Nays,	None

09-173-20 (ITEM K) PAVEMENT MARKINGS

Commissioner Hoff removed this item from the Consent Agenda to express her concern about defining the total amounts of both contractors' bids.

Chief Clemence acknowledged that it was simply an omission and agreed to amend the supporting documents to include the omission.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To approve the addendum to extend the contract for 2020-21 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$107,000.00 for combined fall 2020 and spring 2021 applications; further to approve the addendum to extend the contract for pavement marking longlines with PK Contracting, Inc. in the amount of \$10,027.00 for spring 2020; further to authorize and direct the mayor and city clerk to sign the addendums on behalf of the city; further to authorize these budgeted expenditures from account number 202-303-001-937.0200.

ROLL CALL VOTE:	Ayes,	Commissioner Hoff Commissioner Host Commissioner Sherman Mayor Pro-Tem Longe Commissioner Baller Commissioner Nickita Mayor Boutros
	Nays,	None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

09-174-20 BIRMINGHAM MUSEUM STRATEGIC PLAN 2021-2024

Museum Director Pielak presented this item.

Commissioner Hoff asked what changes have been made from previous strategic plans. She also suggested that the museum host more events for increased exposure when it is safe to do so; including City meetings.

Museum Director Pielak identified the following changes:

- Increased internet capacity
- Enhanced digital storage
- Developing a landscape master plan and restoration changes to the grounds.
- Implementation of interpretive planning.
- Social media and virtual contact with the Museum's audiences.

Museum Director Pielak welcomed the suggestion with enthusiasm to host more events at the museum.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To accept the proposed 2021-2024 Birmingham Museum Strategic Plan.

ROLL CALL VOTE:	Ayes,	Commissioner Sherman
		Commissioner Hoff
		Mayor Pro-Tem Longe
		Commissioner Baller
		Commissioner Host
		Commissioner Nickita
		Mayor Boutros
	Nays,	None

09-175-20 ALTERNATE STRUCTURES FOR MANAGING PARKING SYSTEMS

City Manager Valentine presented this item.

Commissioner Baller complimented City Manager Valentine on the reports provided and acknowledged that this is what he expected when requesting this discussion. He expressed that he is partial to the third suggested resolution.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To direct staff to solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study alternate management structures and best practices for managing parking systems and present a report with recommendations to the City Commission.

Commissioner Hoff expressed that the motion was premature because of the lack of discussion by the Commission prior to the motion. She further stated that Nelson Nygard did one of the other studies in New Jersey and asked if they did study any other cities. Commissioner Hoff asked what would the charge be for revisiting the management of Birmingham parking systems. She also asked for identification of the perceived problems that the City needs to address.

City Manager Valentine affirmed that they studied Trenton, New Jersey as well. He estimated cost would be approximately \$20,000 for consulting on the management structure, but if the option is approved, he would return with real numbers. City Manager Valentine expressed that this is a topic that the Commission should discuss for clarity on the scope of work.

Commissioner Baller expressed that when a fragmented management structure exist, there is no single source of management and there is some value in having a specialized team per the Durham report. He went on to suggest a goal setting session as the first step in the process when the consultant is engaged.

City Manager Valentine explained to Commission Baller how the process works to achieve desired outcomes.

Commissioner Nickita expressed that he is questioning the driver of this initiative. In his opinion, there is a successful existing structure here in Birmingham, consisting of the City Manager, Assistant City Manager, SP Plus, as well as a citizen and public component. He added that while there is always room for improvement, he would like to know what is wrong with the current structure. Currently, the system is altered due to COVID19, it may be the new normal so how would a new scope be properly evaluated.

Commission Hoff commented on the differences in the City's organizational structure and the premise that the Durham study relied on for a report. Additionally, the commission had not made a decision to move in the direction of changing the management structure of the existing system, so she asked why would anyone be studying the Durham report. The only complaint has been the lack of parking and is concerned why it is important to entertain this project now.

Commissioner Baller expressed his want to pursue this issue now due to the luxury of time that the pandemic has provided because he does not agree that the current parking system is operating well.

Commissioner Sherman explained that consultants are traditionally hired to help the City resolve a defined problem. While it is not a bad idea to look at alternate management structures that can be used within the existing system, cost should be examined before considering moving forward.

Mayor Boutros concurred with Commissioner Sherman. He further stated that it could be useful to look at this issue in terms of post pandemic realities with a consultant.

Commissioner Hoff noted that the commission must have goals and objective identified to engage a consultant.

Mayor Boutros countered that the consultants could help define goals.

City Manager Valentine offered that part of the consultants' scope could be to facilitate a goals and objectives session with the commission to assist in that part of the process.

Commissioner Sherman pointed that options for other various systems within the City have been studied in the past to insure efficient operations within the constraints of municipal government; and this could be the goal for this system as well. He went on to reiterate that cost would be the deciding factor.

Commissioner Hoff expressed that she could go along with having the Birmingham Parking Management System evaluated by Nelson Nygard for best practices including comparisons.

Commissioner Baller suggested that the motion covers all of the concerns expressed by the commissioners and called for the previous question.

Public Comment

Mr. Reagan, resident, commented that there is a need for an assessment of the current system and a benchmark for best practices. Due to the losses from free parking, he asked is cost really a concern.

David Bloom, resident, pointed out that the Planning Board in reference to the master plan discussed potentially offering free parking spaces to developers to incentivize housing development in downtown Birmingham. He supported having the right systems in place to evaluate the current parking situation.

Commissioner Sherman suggested striking the word alternative from the motion, thereby studying the current structure as well as alternate structures to resolve the debate.

Commissioner Baller agreed to the suggested amendment.

AMENDED MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:

To direct staff to solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study ~~alternate~~ management structures and best practices for managing parking systems and present a report with recommendations.

Commissioner Hoff asked for specifics on evaluating the systems.

City Manager Valentine elaborated on the amended motion, in terms of scope of work, as follows:

- Assessment with the Commission to define goals.
- Review existing condition
- Identifying alternative models for consideration of best practices.
- Evaluating recommendations for improvement.

Public Comment

Mr. Reagan, resident, underscored that consultants look for key words in RFP's and the word assessment has a clear meaning. Due to the quantitative nature of assessing, it drives costs exponentially.

ROLL CALL VOTE:	Ayes,	Commissioner Sherman
		Commissioner Baller
		Commissioner Hoff
		Commissioner Host
		Commissioner Nickita
		Mayor Pro-Tem Longe
		Mayor Boutros
	Nays,	None

ORIGINAL MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To direct staff to solicit a proposal from Nelson Nygard to amend their September 2018 Downtown Parking Plan to study management structures and best practices for managing our parking systems and present a report with recommendations to the Commission.

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Host
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman
Mayor Pro-Tem Longe
Mayor Boutros
Nays, None

09-176-20 CITY COMMISSION 2021 MEETING SCHEDULE

City Clerk Designee Bingham presented this item.

Commissioner Baller asked if there is any discretion in the schedule.

Commissioner Hoff questioned the timing of the Joint Workshop with the Planning Board and asked if other options were available.

City Manager Valentine expressed that the Charter requires a set number of meetings per month and City policy considers holidays in meeting the requirement. With respect to the Joint Planning Meeting, it has been traditionally coordinated with the need for the Commission to review the Planning Boards action list for approval.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To approve the Birmingham City Commission 2021 Meeting Schedule as presented.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Host
Commissioner Nickita
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Hoff
Mayor Boutros
Nays, None

09-177-20 LEGAL SERVICES

Mayor Boutros presented this item and acknowledged legal counsel, Beier Howlett, who the City has retained for over 50 years. He recognized the value of the institutional knowledge that they bring to this organization.

Mayor Pro-Tem Longe suggested reviewing the 50-year-old agreement between the City and Beier Howlett to insure that it still suits both parties; just as any other City Contract is periodically reviewed.

MOTION: Motion by Mayor Pro-Tem Longe, seconded by Commissioner Baller:
To direct the City Manager to give the Commission options for hiring an outside legal counsel that is not conflicted in relationship to the City currently or to Beier Howlett currently, and to advise on matters related to the procurement of legal services.

Commissioner Sherman expressed that while he understands the motion, he does not know how to get to that point without understanding how Section 9 of the Birmingham City Charter is

applicable in addition to section cited by Mayor Boutros. He went on to note that the general accounting office is questioning whether it makes sense to change both accounting and legal firms regularly. With respect to the Sarbanes-Oxley Act of 2002, justification for the changes has been found to not be the best practices for some organizations; especially where experience would save taxpayer dollars that would be used to onboard these services regularly. He went on to say that the motion may be beyond the Commissions scope of allowable acts.

Commissioner Baller offered that Commissioner Sherman's comments are precisely why outside legal counsel is needed to interpret the City Charter.

Commissioner Sherman reiterated that the motion exceeds the scope of what is being suggested. Outside legal counsel is reasonable to answer the question at hand, or the other items in the motion are irrelevant; for this reason, he does not support the motion. Commissioner Sherman further offered that the real question is whether the Commission has authority to change the arrangement with the City Attorney.

Mayor Boutros expressed that the Commission is not trying to change the existing arrangement; the motion is to get an interpretation of the Charter.

Commissioner Hoff pointed out that the motion is not asking legal counsel to interpret City Charter in regard to hiring a City Attorney. The motion should be specific.

Commissioner Nickita concurred; he further pointed out Charter requirements in terms of the roles and responsibilities of the City Manager and City Commission regarding this issue must be interpreted; and the motion is not addressing interpretation of the Charter.

Mayor Pro-Tem Longe argued that the motion does cover the issue specifically because the process would include City Charter review.

Commissioner Sherman disputed that the motion is consistent with the Mayor's comments as he presented this item. He reiterated that the motion encompasses more issues that are beyond the scope of whether the Charter provides for the City Commission with the power to terminate or evaluate the City Attorney. It appears that the authority lies with the City Manager.

Commissioner Baller does not see any reason to limit engagement based on one question and supports the motion.

Commissioner Host commented that the resolution is simple and iterated that whoever reports to the City Manager reports to the City Commission and after 64 years of an arrangement, a review is long overdue.

Public Comment

David Bloom, resident, relative to the interpretation of advice and consent as outlined in the City Charter, the term is clear and used in the U.S. Constitution. He referenced the U.S. Senate webpage to support his point.

ROLL CALL VOTE: Ayes, Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Host
Mayor Boutros
Nays, Commissioner Sherman
Commissioner Nickita
Commissioner Hoff

COMMISSION ITEMS FOR FUTURE DISCUSSION

09-178-20 INFORMATION REQUESTS BY COMMISSIONERS

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To request a discussion on the next reasonable agenda to address Commissioner request for information for items that are not being considered by the City Commission.

Commissioner Sherman explained that the purpose is to try to discourage request for voluminous amounts of information that are not related to matters aligned with current discussions and studies that takes up a lot of staff time for others.

Commissioner Baller asked Commissioner Sherman to provide support for his motion.

Commissioner Sherman cited a request by a Commissioner for demolition permits and taxable values for all properties in the City over the last ten years.

City Manager Valentine acknowledged that the request for demolition permits was a matter of a few hours to compile. However, the taxable values request was too voluminous and the requestor was referred to the County to obtain the information.

Commissioner Baller expressed that he would not support the motion; because it is the legislator's prerogative to request information that is in the public's interest.

Public Comment

- David Bloom, resident, expressed surprise that Commissioners should not request information not lined up for discussions.
- Mr. Haig, resident, asked if the issue is not before the Commission, why research for an item to discuss at a later date is not allowed.

City Manager Valentine expressed for public understanding, the process that was adopted a few meetings ago that Commissioner Sherman referenced. The new process is a three-step process as a way to introduce topics before the Commission in a way to decide which topics would be moved forward for discussion at a later meeting as follows:

1. Bring up the issue under New Business on the current agenda.
2. Item would be acknowledged.
3. Support would be given by motion to include the topic on a subsequent agenda for discussion and vote.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita
Commissioner Hoff
Mayor Boutros
Nays, Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Host

09-179-20 ORDINANCES

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To review residential ordinances with respect to setbacks, heights, noise, and lights as an agenda item at the next reasonable meeting.

Commissioner Sherman expressed his support for this motion.

Mayor Pro-Tem Longe comment that new ordinances should be discussed, but is hesitant to have discussion on setbacks and noise that are being addressed by other bodies.

Public Comment

- Mr. Reagan suggested that in the neighborhoods where construction is active, it appears that there is no code enforcement. Therefore, there should be more ordinance discussed.
- Mr. Haig echoed Mr. Reagan's comment and asked if specific boards could assist on existing ordinances.

ROLL CALL VOTE: Ayes, Commissioner Host
Commissioner Baller
Mayor Pro-Tem Longe
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman
Mayor Boutros
Nays, None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Letter from Frank Simon in regards to the Pearl Canopy Sign.
- B. Email from Mr. Bloom

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint to the Board of Zoning Appeals and the Museum Board

- B. Commissioner Comments
 - 1. Commissioner Sherman made the following comments:
 - a. Praised paramedics for taking care of COVID residents
 - b. Praised the Fire Dept. and Police Department for their response to the children injured in recent car/bike accident.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Financial Update submitted by Finance Director Gerber
 - 2. Birmingham Shopping District Farmers Market Report submitted by Executive Director Tighe

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 10:17p.m.

City of Birmingham
Warrant List Dated 09/16/2020

Meeting of 09/21/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
275323		MISC	21 ST CENTURY WINDOW REPLACEMENT	500.00
275324	*	000855	48TH DISTRICT COURT	100.00
275325	*	000855	48TH DISTRICT COURT	200.00
275326		MISC	A.M. LEONARD INC	646.51
275328		007071	AIRE SERV	125.00
275329		007745	ALL COVERED	2,132.60
275330		000167	ANDERSON ECKSTEIN WESTRICK INC	1,409.25
275331		000500	ARTECH PRINTING INC	64.00
275332	*	006759	AT&T	331.37
275333	*	006759	AT&T	320.31
275336	*	003839	MATTHEW J. BARTALINO	8.10
275338		004244	BOLYARD LUMBER	351.73
275339		003526	BOUND TREE MEDICAL, LLC	63.00
275340		003907	CADILLAC ASPHALT, LLC	2,194.62
275341	*	008082	CAMFIL USA INC	737.15
275343		007732	CAPITAL TIRE, INC.	675.00
275344		000571	CAR TRUCKING INC	5,600.00
275346		007284	CINCINNATI TIME SYSTEMS, INC.	135.00
275347		000605	CINTAS CORPORATION	114.59
275348		009187	CLEARVIEW CAPTIONING LLC	3,217.50
275349	*	008955	COMCAST	258.35
275350	*	000627	CONSUMERS ENERGY	123.65
275351		002668	CONTRACTORS CLOTHING CO	696.81
275352		001367	CONTRACTORS CONNECTION INC	820.80
275353	*	009145	CREATIVE COLLABORATIONS	3,800.00
275354	*	009134	CURBCO SWEEPING INC	7,638.00
275355		000177	DELWOOD SUPPLY	241.38
275356		MISC	DETROIT BUILD INC	100.00
275357		MISC	DIAMOND CREEK HOMES INC	100.00
275358	*	000190	DOWNRIVER REFRIGERATION	191.09
275359		008501	DOWNTOWN IDEA EXCHANGE	246.50
275361	*	000180	DTE ENERGY	40,028.92
275362	*	000179	DTE ENERGY	34.83
275363	*	000179	DTE ENERGY	37.08
275364	*	000179	DTE ENERGY	32.84
275365		001495	ETNA SUPPLY	2,310.00
275366		009131	FAITHFUL COMPANION	100.00
275368		000936	FEDEX	160.50
275370		007613	FIRESERVICE MANAGEMENT	205.40
275371		MISC	FORTUNA CONSTRUCTION	200.00
275372		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
275373		MISC	G D CONTRACTING	100.00

City of Birmingham

Warrant List Dated 09/16/2020

Meeting of 09/21/2020

Check Number	Early Release	Vendor #	Vendor	Amount
275374		MISC	GITTLEMAN CONSTRUCTION INC.	500.00
275375	*	004604	GORDON FOOD	564.96
275376		008293	GRAINGER	897.14
275377		MISC	GREAT LAKES CUSTOM BUILDER LLC	2,300.00
275378		MISC	GREAT OAKS LANDSCAPE	175.00
275379		MISC	HOME DEPOT USA INC	500.00
275380		000342	IBS OF SE MICHIGAN	521.80
275381		MISC	IDEAL BUILDERS AND REMODELING INC	1,900.00
275382		000344	J.T. EXPRESS, LTD.	3,122.42
275383		MISC	JET PLUMBING INC	342.00
275384		007379	JOHN R. GLASS	6,474.00
275385		MISC	KASTLER CONSTRUCTION INC	300.00
275386		MISC	KHAMBATTA, SHEREZADE	200.00
275387		004085	KONE INC	1,953.95
275388	*	000362	KROGER COMPANY	35.16
275389		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
275390		MISC	MAGID STUDIO	200.00
275391		000888	MCKENNA ASSOCIATES INC	26,303.63
275392		009200	MICHAEL MORRISON	2,100.00
275393	*	006461	MID AMERICA RINK SERVICES	6,360.30
275395		008319	MKSK INC	2,162.70
275396		MISC	MOSHER DOLAN	1,000.00
275397		003075	NORTH END ELECTRIC	65.00
275398		002853	OAKLAND COMMUNITY COLLEGE	450.00
275399	*	000477	OAKLAND COUNTY	453,570.83
275400		000919	OAKLAND COUNTY TREASURER	1,956.36
275401	*	000481	OFFICE DEPOT INC	1,784.86
275402	*	001753	PEPSI COLA	256.86
275404		002518	PITNEY BOWES INC	845.88
275405		MISC	PLUMBER'S SERVICE INC	1,000.00
275406	*	006625	PTS	78.00
275407	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
275408		008852	REDGUARD FIRE & SECURITY	765.74
275409		MISC	SCOTT QUALITY HOMES II LLC	26.04
275410		MISC	SGB INVESTMENTS, LLC	200.00
275411		MISC	SHALHOUB, LUNA	100.00
275413	*	009143	MICHAEL SHUKWIT	400.00
275414		009009	SIGNATURE CLEANING LLC	4,899.00
275414	*	009009	SIGNATURE CLEANING LLC	1,505.00
275416		001363	SPECMO ENTERPRISES, INC	195.00
275417	*	008725	SPRINT	200.00
275418		MISC	STAR BUILDERS INC	75.00
275419		006783	STATE OF MICHIGAN	30.00

City of Birmingham
Warrant List Dated 09/16/2020

Meeting of 09/21/2020

Check Number	Early Release	Vendor #	Vendor	Amount
275420		009201	STEPHEN SHUKWIT	900.00
275421		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
275422		008941	UPTOWN MARKET OF BIRMINGHAM	108.94
275423		007226	VALLEY CITY LINEN	24.45
275424	*	000158	VERIZON WIRELESS	151.35
275425		MISC	WECHSLER CONSTRUCTION LLC	200.00
275426	*	008963	KELLY WEIER	260.00
275427	*	004512	WOLVERINE POWER SYSTEMS	436.90
275428	*	008391	XEROX CORPORATION	759.56
SUBTOTAL PAPER CHECK				\$606,339.56
<u>ACH TRANSACTION</u>				
2830	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	20,368.96
2831	*	002284	ABEL ELECTRONICS INC	30.00
2833	*	007345	BEVERLY HILLS ACE	15.00
2834		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	12,901,161.48
2835	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	115.50
2836	*	009183	BOB ADAMS TOWING	300.00
2837		007875	CANFIELD EQUIPMENT SERVICE INC.	3,771.00
2838	*	008044	CLUB PROPHET	607.70
2839	*	000565	DORNBOS SIGN & SAFETY INC	428.21
2840	*	000207	EZELL SUPPLY CORPORATION	37.94
2841		006181	FIRST CHOICE COFFEE SERV	144.51
2842	*	000243	GRAINGER	18.60
2843	*	008851	INSIGHT INVESTMENT	4,585.73
2844		000261	J.H. HART URBAN FORESTRY	13,514.19
2845	*	003458	JOE'S AUTO PARTS, INC.	419.30
2846	*	005550	LEE & ASSOCIATES CO., INC.	361.02
2847		000462	MOTOR CITY INDUSTRIAL	24.70
2848		001089	MUNICODE	11.04
2849		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	21,259,984.42
2850	*	002767	OSCAR W. LARSON CO.	204.67
2851	*	000897	PRINTING SYSTEMS INC	1,013.60
2852	*	003554	RKA PETROLEUM	1,051.78
2853	*	000478	ROAD COMM FOR OAKLAND CO	4,461.66
2854	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
2855	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,859.01
SUBTOTAL ACH TRANSACTION				\$34,215,248.38

City of Birmingham
Warrant List Dated 09/16/2020

Meeting of 09/21/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$34,821,587.94

All bills, invoices and other evidences of claim have been audited and approved for payment.




Mark Gerber
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

DATE: August 31, 2020

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, HR Manager 

SUBJECT: Certification of Compliance with State of Michigan Public Act 152 of 2011

BACKGROUND:

Since 2012, Michigan public employers have annually certified compliance with Public Act 152, the Publicly-funded Health Insurance Contribution Act, in order to maintain eligibility for state funding. Previously, this was a requirement for statutory revenue sharing disbursements tied to the Economic Vitality Incentive Program (EVIP) which has been discontinued. Now, the Michigan Department of Transportation (MDOT) uses PA 152 compliance for distribution of federal funds. Certification of compliance is required by September 30th of each year to guarantee eligibility for road funding in the current fiscal year.

ALTERNATIVES FOR COMPLIANCE:

A local unit of government may comply with the Act by adopting any one of the following options:

1. Adopt a limitation on flat dollar amounts of employee medical costs by establishing the hard dollar caps set forth by the Michigan Department of Treasury for single coverage, 2-person coverage, and family coverage.
2. Adopt a limitation on a percentage of the total annual medical costs by establishing a maximum employer contribution of 80%.
3. Opt-out by exempting itself from the requirements of the Act by 2/3 vote of the governing body.

CONSIDERATIONS:

Since 2012, the City has elected to exempt itself from the requirements of the Act as its compliance alternative. This has been due to employee concessions in health care, which were initiated several years ago with increased cost sharing on the part of employees through increasing deductibles, co-insurance and co-pays. This has continued, and is continuing, with the objective of managing health care costs.

HR RECOMMENDATION:

HR recommends a continuation of the current strategy with the City certifying compliance with Public Act 152 by selecting the exemption alternative for the 2020 year, via MDOT Form 2068 (attached). A 2/3 vote by the City Commission is required.

SUGGESTED RESOLUTION:

To authorize the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required form to MDOT.

PUBLIC ACT 51, SECTION 18j, MCL 247.668j
Annual Certification of Employee-related
Conditions

CERTIFICATION YEAR 2020

CITY OR VILLAGE NAME City of Birmingham, MI

Beginning September 30, 2015, and annually each September 30 thereafter, certification must be made for compliance to Section 18j(1) of Public Act 51 of 1951, MCL 247.668j(1). A local road agency must certify that it has (a) developed an employee compensation plan for its employees as described OR (b) the local road agency must certify that medical benefits are offered to its employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, or, that it does not offer medical benefits to its employees or elected public officials.

☐ Compliance with(1)(a)
I certify compliance with MCL 247.668j(1)(a).
Our compensation plan for employees meets the minimum criteria of MCL 247.668j (a)(i - iv).

☒ Compliance with (1)(b)
I certify compliance with MCL 247.668J(1)(b), and as such, offer one of the following:

☐ I certify that medical benefits are offered to employees or elected public officials in compliance with the publically funded health insurance contribution act, 2011 PA 152; **or**

☒ I certify that the local road agency has exempted itself from the publically funded health insurance contribution act, 2011 PA 152; **or**

☐ I certify that medical benefits are not offered to employees or elected public officials.

☐ Non-compliance with (1)(a) or (1)(b)
I certify that we are not in compliance with MCL 247.668j(1).
I understand that failure to comply with certification of (a) or (b) of MCL 247.668j(1) may result in the withholding of all or part of the distributions made to this local road agency from the Michigan Transportation Fund.

This form must be signed by the Street Administrator and the Treasurer or Financial Director.

SIGNATURE		SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE	DATE	TITLE	DATE

Due Each September 30

Return the completed form to:

Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909, **OR**

E-mail to: MDOT-Outreach@Michigan.gov, **OR**

Fax to: (517) 335-1828



MEMORANDUM

Police Department

DATE: August 24, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Purchase of (14) Taser X-2 Units

INTRODUCTION:

The police department's sworn officers have been assigned Taser conducted electrical weapons (CEWs) since 2004. The purchase of (14) Axon Taser X-2 CEWs was identified and funding approved in the police department's general fund ammunition and weapons account for the 2020-21 fiscal year. The Axon Enterprise, Inc. Taser X-2 is the same model currently utilized by the police department. Taser equipment has a warranty and estimated useful life of 5 years.

The (14) new Tasers will be stored in a secured gun locker and issued to on duty patrol officers by the lieutenant or sergeant in charge of each shift. This equipment will be assigned to on duty patrol officers all of whom annually complete a police Taser recertification course conducted by a certified Taser instructor.

BACKGROUND:

The current Axon Taser X-2 devices utilized by sworn officers were purchased in 2013 and are at the end of useful life. Previous Taser device purchases have been based on a program of one device per sworn officer. The current purchase reflects a shift to shared Taser usage for a total purchase of (14) devices which will result in a savings of \$31,597.00 as compared to purchasing one Taser for each sworn officer.

LEGAL REVIEW:

As Axon Enterprises, Inc. is the manufacturer and sole source distributor of the Taser X-2, the police department requests to waive competitive bidding requirements for this purchase. The city attorney has recommended and prepared an amendment to the Axon Enterprise, Inc. contract dated July 9, 2018. The addendum to the Taser X-2 Conducted Electrical Weapons Agreement Dated July 9, 2018 is attached.

FISCAL IMPACT:

Sufficient funding was approved and is available in the 2020-21 general fund police department ammunition account number 101-301.000-734.0000 to provide for this expenditure in the amount of \$24,346.00.

SUMMARY:

Axon Enterprise, Inc. is the manufacturer and sole source distributor of Taser X-2 conducted electrical weapons. The purchase of (14) Taser X-2 units was identified and approved in the

2020-21 police general fund budget to replace aging equipment currently assigned to sworn police officers.

ATTACHMENTS:

1. Axon Enterprise, Inc. - Quotation
2. Axon Enterprise, Inc. – Sole Source Letter For TASER Conducted Electrical Weapons
3. July 9, 2018 Agreement for purchase of Axon Enterprise, Inc. Taser X-2 CEWs
4. Addendum to the Taser X-2 Conducted Electrical Weapons Agreement dated July 9, 2018

SUGGESTED RESOLUTION:

To approve the addendum to the Axon Enterprise, Inc. contract dated July 9, 2018 for the purchase of (14) Taser X-2 conducted electrical weapons in the amount of \$24,346.00; further to waive competitive bidding requirements as Axon Enterprises, Inc. is the manufacture and a sole source vendor for this equipment; further to authorize the mayor and city clerk to sign the addendum on behalf of the city; further to authorize this budgeted expenditure from account number 101-301.000-734.0000.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-252957-44067.823TH

Issued: 08/24/2020



Quote Expiration: 09/30/2020

Account Number: 112627

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Michael Albrecht
Birmingham Police Dept. -MI
151 MARTIN
Birmingham, MI 48009
US

BILL TO

Birmingham Police Dept. -MI
151 MARTIN
Birmingham, MI 48009
US

SALES REPRESENTATIVE

Thomas Hair
Phone: 4805156374
Email: thair@axon.com
Fax:

PRIMARY CONTACT

Michael Albrecht
Phone: 1-248-530-1762
Email: malbrecht@bhamgov.org

Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22002	BLACK X2 CEW, HANDLE		14	1,275.00	1,275.00	17,850.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P		14	68.00	68.00	952.00
22014	WARRANTY, 4 YEAR, X2		14	396.00	396.00	5,544.00
Subtotal						24,346.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						24,346.00
Grand Total						24,346.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Thomas Hair at thair@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

January 10, 2018

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons

- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

TASER Product Packages

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS <small>Choose an item.</small>	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective October 6, 2018)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted energy weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the applicable manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, X26P, and TASER 7 CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, TASER 7 Dock and core, TASER 7 battery, Axon Flex camera (including the universal magnetic clip),

Dock, Axon Dock, Axon Signal Sidearm, TASER CAM HD, X2, X26, X26P, and TASER 7

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.^{6,7} For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow

instructions relating to the product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

Axon provides an additional limited warranty on third-party holsters used in conjunction with the Signal Sidearm sensor. As such, for a period of ONE (1) YEAR from the date of shipment of Axon Signal Sidearm to Purchaser, Axon will provide a credit based on the MSRP of the holster to the Purchaser for damage caused to the holster directly by Axon Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Purchaser has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Axon Signal Sidearm voiding the Purchaser's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Axon Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Axon Signal Sidearm that incurs damage not directly caused by use of the Axon Signal Sidearm. Use of the Axon Signal Sidearm with accessories, peripheral equipment and other products of

controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

⁷ Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.

Axon Flex 2 camera, Axon Body 2 camera, Axon Fleet camera, Axon Fleet 2 camera, Evidence.com Docks, and Axon Docks.

⁴ Broken blast doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDDPM, PPM, TTPM, APPM, XPPM, TPM, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)**
(Effective October 6, 2018)

<p>a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.</p> <p>To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.</p> <p>The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy</p>	<p>provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.</p> <p><u>Release</u></p> <p>Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.</p> <p><u>Purchaser Responsibilities and Product Registration</u></p> <p>Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.</p> <p>To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.</p> <p><u>Warranty Repair Procedure</u></p> <p>For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.</p>	<p>Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.</p> <p>Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. <i>If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.</i></p>	<p><u>General</u></p> <p>This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.</p> <p>▲, ▲ AXON, Axon, Axon Body 2, Axon Flex, Axon Flex 2, Axon Dock, Axon Fleet, Axon Fleet 2, Axon Signal Sidearm, Evidence.com Evidence Sync, Shockwave, Smart Cartridge, TASER CAM, X2, X26, X26P, X-Rail, Protected Life, Protected Truth, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.</p>
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ATTACHMENT A - AGREEMENT

For (6) TASER X-2 CONDUCTED ELECTRICAL WEAPONS

This AGREEMENT, made this 9 day of July, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Axon Enterprise, Inc., having its principal office at 7860 East McClain Drive, Suite 2, Scottsdale, AZ 85260 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a vendor for the purchase of a **TASER X-2 CONDUCTED ELECTRICAL WEAPONS** and has heretofore obtained a price quote for the purchase of **(6) TASER X-2 CONDUCTED ELECTRICAL WEAPONS**.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has submitted a quote in accordance with such request to provide **TASER X-2 CONDUCTED ELECTRICAL WEAPONS**.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide **TASER X-2 CONDUCTED ELECTRICAL WEAPONS**, contractor's warranty terms, and the Contractor's cost proposal dated June 6, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for the purchase of a rotating trailer mounted speed display with messaging sign per the Contractor's June 6, 2018 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this

Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who

work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Claims-Made Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. 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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*. The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Technology E & O Liability: Technology E & O liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Technology E & O Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) One (1) copy of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) One (1) copy of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) One (1) copy of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) One (1) copy of Certificate of Insurance for Technology E & O Liability Insurance;
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham upon Contractor's receipt of renewal certificates.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to indemnify and defend the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, liabilities, reasonable costs and reasonable attorney fees connected therewith, and for any damages arising out of a third party claim which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from any negligent act, willful misconduct, or omission of the City's elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this

Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
P.O Box 3001
Birmingham, MI
Attention: Commander Michael Albrecht

CONTRACTOR
Axon Enterprise, Inc.
7860 East McClain Drive
Suite 2
Scottsdale, AZ 85260

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

Caitlin Morgan

CONTRACTOR

By: Robert Driscoll
Its: VP Sales and Support Operations

Cheryl Craft

Cheryl Craft

CITY OF BIRMINGHAM
By: Andrew M. Harris
Its: Mayor

By: J. Cherilynn Mynsberge
Its: City Clerk

Approved:

Mark H. Clemence
Mark H. Clemence, Chief of Police
(Approved as to substance)

Timothy J. Currier
Timothy J. Currier, City Attorney
(Approved as to form)

Mark Gerber
Mark Gerber, Director of Finance
(Approved as to financial obligation)


Joseph A. Valentine
Joseph A. Valentine, City Manager
(Approved as to substance)

**ADDENDUM TO THE
TASER X-2 CONDUCTED ELECTRICAL WEAPONS AGREEMENT
DATED JULY 9, 2018**

THIS ADDENDUM to the Taser X-2 Conducted Electrical Weapons Agreement dated July 9, 2018 by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI and **AXON ENTERPRISE, INC.**, having its principal office at 7860 East McClain Drive, Suite 2, Scottsdale, AZ 85260, does hereby amend its Agreement for the purchase of 14 Tasers, battery packs and warranty as set forth in the attached cost proposal dated June 12, 2020, which is incorporated by reference, for the total price of Twenty-four Thousand Three Hundred Forty-six Dollars (\$24,346.00).

All other provisions of the Taser X-2 Conducted Electrical Weapons Agreement dated July 9, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this _____ day of _____, 2020.

DocuSigned by:
WITNESSES:

DC60B1D760F34EB...

DocuSigned by:
AXON ENTERPRISE, INC.

By: 
55DAEBB131A4424...
Bobby Driscoll


Its: _____
VP, Associate General Council

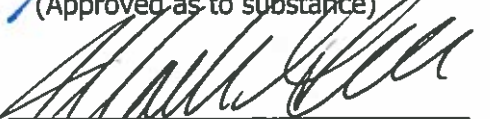
CITY OF BIRMINGHAM


By: _____
Pierre Boutros, Mayor

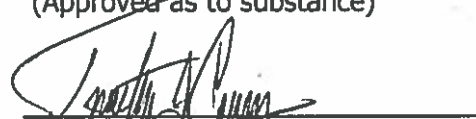
By: _____
Alexandria D. Bingham, Clerk

Approved:


Joseph A. Valentine, City Manager
(Approved as to substance)


Mark Gerber, Director of Finance
(Approved as to financial obligation)


Mark H. Clemence, Chief of Police
(Approved as to substance)


Timothy J. Currier, City Attorney
(Approved as to form)



MEMORANDUM

Police Department

DATE: September 7, 2020

TO: Joe Valentine, City Manager

FROM: Mark Clemence, Chief of Police

SUBJECT: Police Department Front Counter COVID-19/Security Partitions

INTRODUCTION:

In March of 2020, the City, along with the rest of the State of Michigan and the country, began dealing with the COVID-19 pandemic. Integral to that response was the health and welfare of all employees as well as members of the public visiting City Hall to conduct business. As part of the response to the pandemic, the City decided to erect acrylic partitions on all counters of the City where business was conducted with the public in a face-to-face manner in order to reduce the transmissions of any airborne particulates.

The front counter of the police department is one of busiest areas in City Hall and consists of three sections. The first area is where police officers meet with citizens to interview them in reference to the taking of police reports. The second section of the counter is used by all department personnel when dealing with the public and is the primary contact point for the (3) clerical staff members to conduct general business with the public. The last area consists of a half-door located between the two counter areas that leads from the police lobby to the clerical area. All (3) clerical employees desks are behind the counter area and are visible to the public.

BACKGROUND:

The proposed front counter modification project presents the opportunity to prevent the transmission of airborne particulates in order to help stop the spread of COVID-19, but also the opportunity to enhance the safety and security of the police department. Attached to this report is a quote from Cabinet One Inc., the company that has completed all the work to date enclosing all of the open counters throughout City Hall (see attached proposal). The proposal calls for enclosing the police lobby area by equipping the front counter with full-length countertop to ceiling acrylic panels held in place by aluminum uprights and cross supports. The half door would be replaced with a full-length aluminum door with trim for acrylic panels. All materials will be a "Level 1" bullet resistant (barrier system) for enhanced safety and security.

In discussions with Fire Chief Wells, Building Manager George and City Manager Valentine, all saw value in approaching the project from both the protection the partitions offered from a COVID-19 prospective for the public and staff as well as adding a new level of security for the staff of the police department. Currently, the police front counter and half-door are the only barriers between the public and the entirety of the first floor of the police department that includes the clerks, the offices of the services commander, the services coordinator and the lieutenants.

LEGAL REVIEW:

No review required

FISCAL IMPACT:

This project was not identified in the 2020-21 fiscal year budget. Fire Chief Wells has asserted that the City may be able to recoup the costs associated with this project through a public grant. If the project receives Commission approval, Fire Chief Wells and Assistant Finance Director Kim Wickenheiser will complete the appropriate grant funding application. In further discussions with City Manager Valentine and Finance Director Gerber, should proposed grant funding not be secured, the project could be paid for by a fourth quarter budget amendment draw from fund balance in the general fund.

ATTACHMENTS:

1. Quote from Cabinet One Inc. for the police department front counter COVID-19/Security Upgrade project in the amount of \$23,500.00.

SUGGESETED RESOLUTION:

To approve the proposal from Cabinet One Inc. to complete the police department front counter COVID-19/Security upgrade project in an amount of \$23,500.00; further to circumvent normal purchasing procedures and waive competitive bidding requirements due to protect the health and welfare of the public and staff due to the COVID-19 pandemic; further to charge this COVID-19 emergency expenditure to account #101-301.000-977.0000 pending receipt of any grant funding receipts offsetting this expenditure.

Cabinet One Inc.
4571 White Lk. Ct.
Clarkston, MI 48346
Phone (248) 625-9440 Fax (248) 625-0544

Quotation

Date 09/03/20

To: City Of Birmingham
151 Martin St.
Birmingham, MI 48012

Attention	: Mark Clemence	Project Id	: 3509
Project Desc.	: Police Department Rev 2	Ship Via	: Our truck
Terms	: n/a	P.O. Number	: n/a
Delivery Date	: n/a	Salesperson	: Joe DeLude

Wood grain & color samples are representative final color & grain may vary.

EXCLUDED unless stated otherwise, cabinet installation, handles, touch latches, appliance panels, counter tops, locks, plumbing, electrical, drywall, flooring, mirrors, finish trim, painting, setting of appliances, removal of old cabinets and or counter tops.

We are pleased to quote the following described items:

Item No	Description	Qty Unit	Price
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Level 1 Barrier System

Partitions Per Plan
Furnish UL 752 Tested & Rated Level 1
1 1/4" uncoated acrylic glazing

Dark bronze or clear satin
anodized aluminum frame
packed with Level 3 ballistic FG

Full view aluminum
Wide stile door w/full length hinge

3 - 6" holes with 10" back speak ports

3 - Stainless steel recessed cash trays
16" x 10" x 1 1/2"

Installation

Testing for ballistics only. Not rated for air or water leakage,
wind debris, forced entry, fire suppression.

1	Level 1 Barrier System	1	\$ 23,500.00
---	------------------------	---	--------------

TOTAL			<u>\$ 23,500.00</u>
-------	--	--	---------------------

Please Note: Prices valid for 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from specifications above involving extra cost will be executed only upon written orders, and will become an extra charge over and above the quotation. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Cabinet One Inc. to carry liability and workmen's compensation. Labor and Materials are warranted for one year.

Payment Schedule

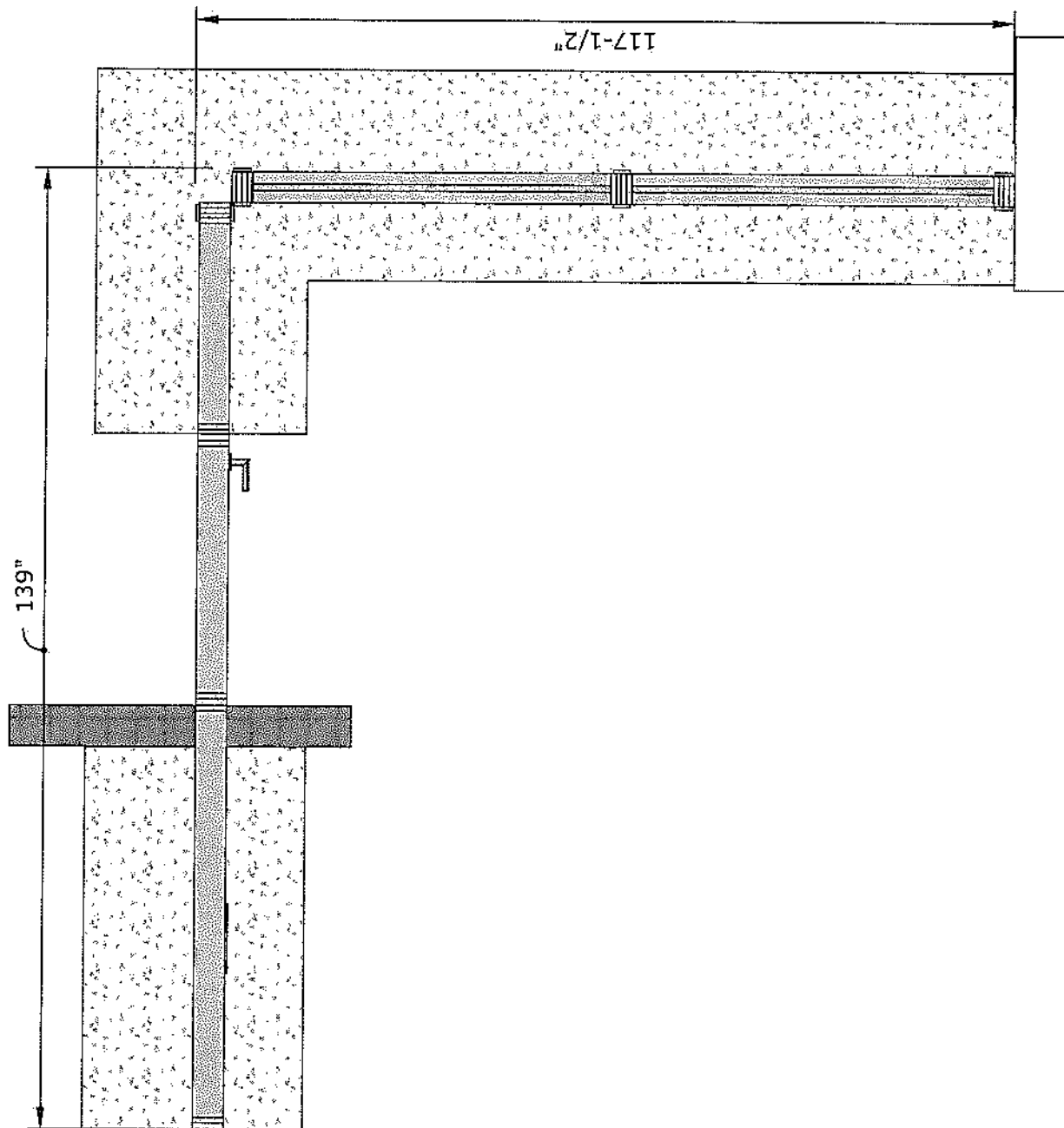
Deposit	\$ 11,750.00
Balance upon completion	\$ 11,750.00

Acceptance of Quotation

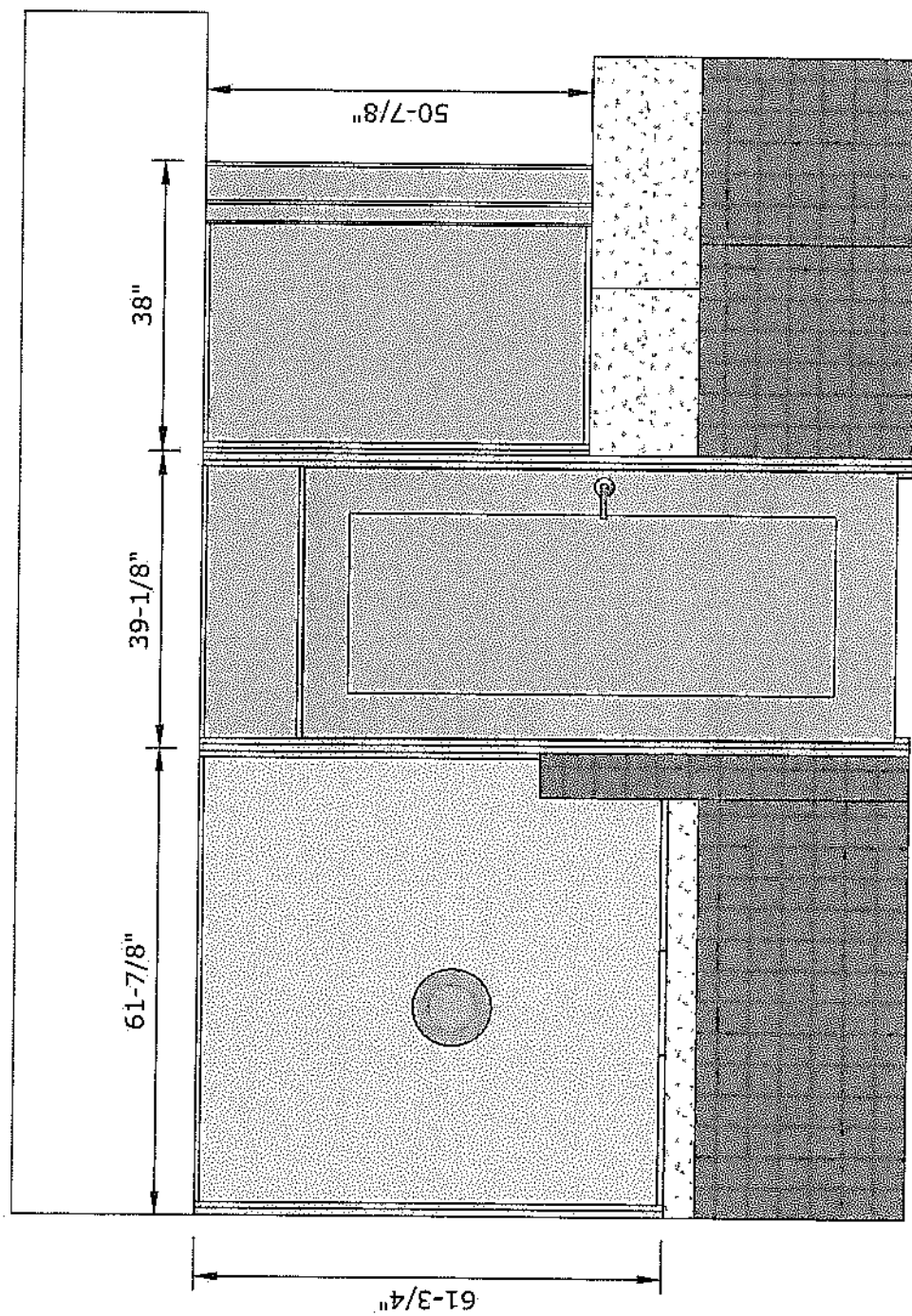
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: City Of Birmingham By: _____ Date: _____

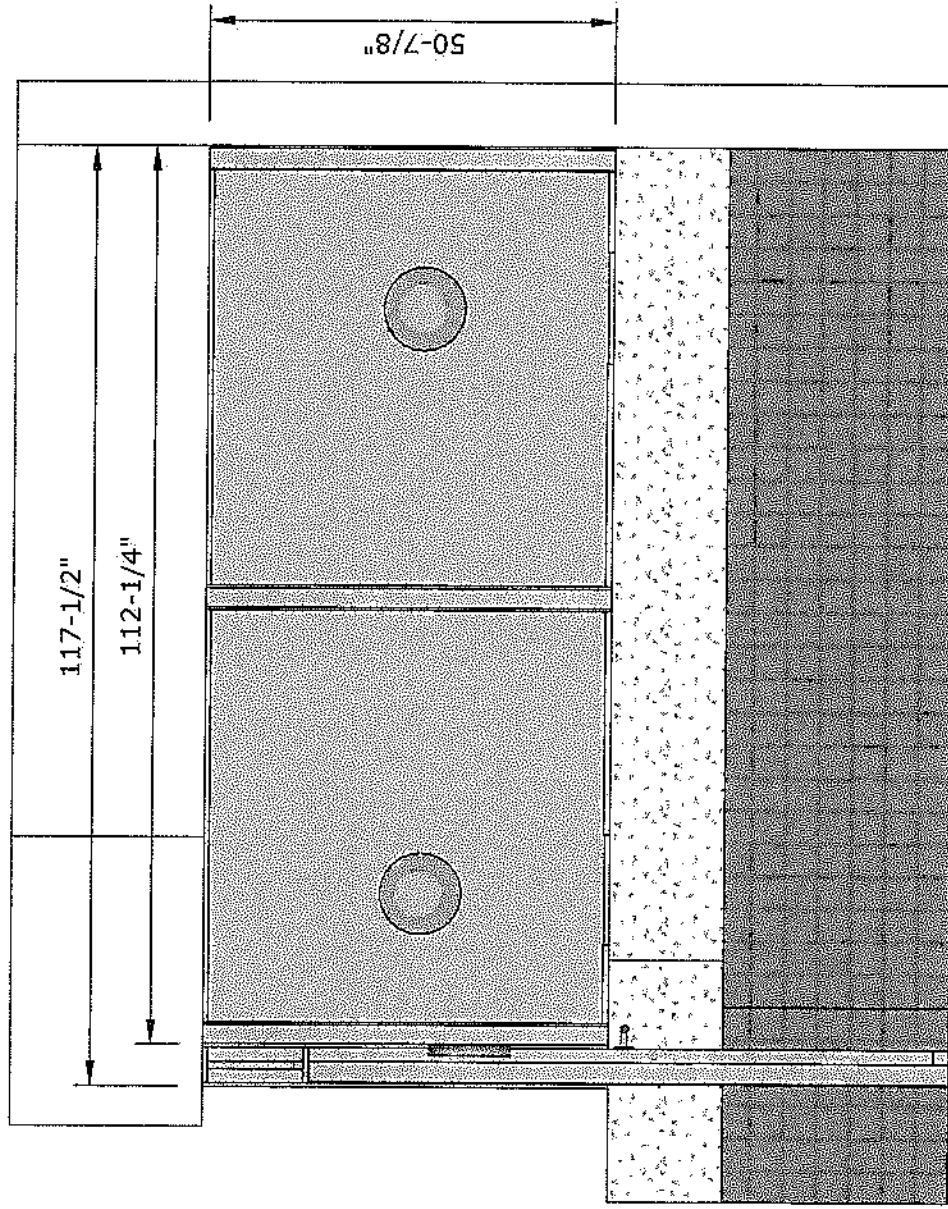
Accepted: Cabinet One Inc. By: _____ Date: _____



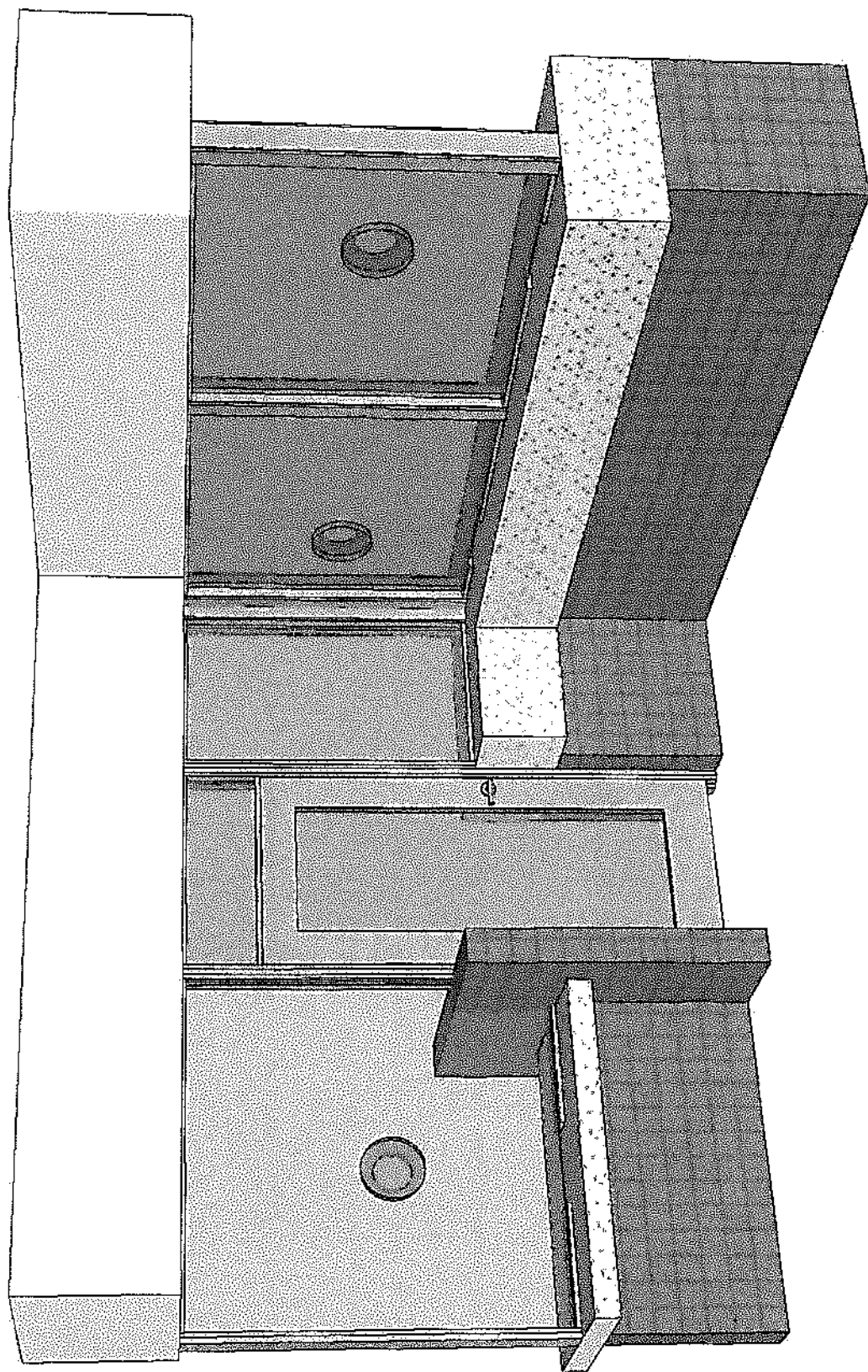
CABINET ONE INC.



CABINET ONE INC.



CABINET ONE INC.



CABINET ONE INC.



Mark Clemence <mclemence@bhamgov.org>

Pricing

1 message

cabinetone@gmail.com <cabinetone@gmail.com>
To: mclemence@bhamgov.org

Thu, Sep 3, 2020 at 4:26 PM

Mark,

We dropped the oak and went with aluminum frames to get everything to level 1 or better. The only thing you might need to add is 1/4" fiberglass panels under the existing counter top. I can look on site to see if it is needed but I wanted to get this quote to you. Depending how much is needed if any would range up to \$2,500.00. The attached drawing are for pricing only exact shop drawings will be provided before construction begins.

Thank you

Joe

2 attachments **Quotation.pdf**
20K **Police Upgrade.pdf**
1440K



MEMORANDUM

Police Department

DATE: September 4, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Purchase of Motorola Solutions Portable and Mobile Radio Equipment for Oakland County Public Safety Communications System Upgrade

INTRODUCTION:

The radio system utilized by the police department was last updated as part of the Oakland MA/com radio project in 2007. The State of Michigan and Oakland County have executed contracts with Motorola Solutions to replace the aging countywide MA/com radio system with a new ASTRO 25 land-mobile radio (LMR) system that will interface with the statewide Michigan Public Safety Communication System (MPSCS). The new system will improve the ability of police officers and other first responders to communicate with each other during emergencies and will provide interoperability with other county, state and federal agencies. The police department is a mandatory participant in this project in order to maintain interoperability on the network.

The new radio system will improve public safety in our community and within the region by enhancing communications between personnel responding to emergencies and critical incidents. The Motorola Solutions emergency communications system contract with Oakland County requires that radio communications be available to first responders 99 of 100 times. The contract also requires the new radio system to provide coverage throughout 97% of the county (outdoors) and 95% of the county (in buildings).

The total cost for this project is estimated at \$46.9 million. More than 3,500 portable radios and approximately 2,500 radios installed in emergency vehicles will be replaced with Motorola Solutions APX mobile and portable two-way radios. Over 75 radio consoles located at 20 Oakland County 911 public safety answering point (PSAP) dispatch centers will be replaced with new Motorola equipment. The new radio consoles will integrate with the existing Motorola Solutions CallWorks 911 equipment currently used at dispatch call taking workstations.

BACKGROUND:

Although this project is primarily funded by Oakland County utilizing 911 surcharge money as mandated by the 911 Services Act (Public Act 32 of 1986), the City will be required to purchase (17) portable radios to be used by auxiliary officers and parking enforcement assistants. In addition, the City is responsible for costs associated with the purchase of required portable radio accessories such as charging units, carrying cases, remote speaker microphones and spare batteries. Two mobile radios to be installed in (2) parking enforcement vehicles are also to be purchased at the City's expense.

REQUESTED ITEMS:

(17) Motorola APX6000 portable radios	\$96,548.10
(2) Motorola APX6500 mobile radios	\$12,309.90
(26) leather carry cases with belt loop	\$ 1,306.50
(4) single unit radio chargers	\$ 495.00
(30) remote speaker microphones	\$ 2,655.00
(30) spare lithium ion batteries	\$ 3,667.50
(3) multi-unit (6 bay) chargers	\$ 2,812.50
(2) mobile radio installations	\$ 870.00
 TOTAL	 \$120,664.50

LEGAL REVIEW:

The city attorney has reviewed this report and has no objection to this equipment purchase required for the Oakland County public safety radio system upgrade.

FISCAL IMPACT:

Sufficient funding was approved and is available in the 2020-21 budget to provide for the purchase of the equipment. This purchase will be split between the General Fund and Automobile Parking System capital outlay budgets. The purchase of (11) Motorola APX6000 portable radios with required accessories was identified and approved in the 2020-21 General Fund police capital outlay budget for radio equipment to be utilized by auxiliary police officers and as spare units for sworn officers during special events that increase staffing levels.

The purchase of (6) Motorola APX600 portable radios with required accessories and (2) Motorola APX6500 mobile radios to be used by parking enforcement personnel was identified and approved in the 2020-21 Automobile Parking System capital outlay budget to replace aging equipment as part of the countywide radio system upgrade.

Amount to be charged to Automobile Parking System	\$49,025.70
Amount to be charged to General Fund – Police Capital Outlay	\$71,638.80

Reimbursement for the City's expenses associated with this project will be requested from the Birmingham Area Cable Board.

SUMMARY:

This equipment is available from Motorola Solutions via the State of Michigan MiDeal purchasing contract number 190000001544. The MiDeal contract provides for a 30% discount on most radio equipment and 25% discount on accessories. Oakland County has negotiated an additional agreement with Motorola Solutions that will provide a 40% discount off the manufacturer's suggested retail price (MSRP) for early orders placed by December 1, 2020 and shipped by December 18, 2020. The pricing for this equipment purchase is based on the incentivized early order discount. The 5 year warranty period will not be adversely affected by the early order as the warranty period will not commence until after system acceptance in the second or third quarter of 2022.

ATTACHMENTS:

1. Oakland County Motorola Radio Price Configurator Spreadsheet
2. Motorola Solutions Astro 25 portable and mobile two-way radio brochure

SUGGESTED RESOLUTION:

To approve the purchase of (17) Motorola APX6000 portable radios and (2) Motorola APX6500 mobile radios with required accessories from Motorola Solutions in the amount of \$120,664.50 from the State of Michigan MiDeal purchasing contract number 190000001544; further to authorize these budgeted expenditures from account numbers 101-301.000.971.0100 in the amount of \$71,638.80 and 585-305.000-971.0100 in the amount of \$49,025.70.

OAKLAND COUNTY MOTOROLA RADIO CONFIGURATOR

CALENDAR YEAR 2020

**THIS IS NOT AN OFFER TO SELL IT IS FOR BUDGET PLANNING PURPOSES ONLY.
FORMAL PROPOSALS ARE AVAILABE UPON REQUEST.**

DEPARTMENT NAME:
CONTACT NAME:
CONTACT PHONE NUMBER:
CONTACT EMAIL:

NOTES: ALL PRICING LISTED BELOW IS AT MOTOROLA'S MIDEAL CONTRACT
NUMBER 190000001544 FOR LESS THAN 50 TOTAL RADIOS.

ALL RADIO PROGRAMMING WILL HANDLED BY OAKLAND COUNTY RADIO DEPARTMENT.

Prepared by: Ed Horvath

313-218-3450

edhorvath@comsourcemi.com

CUSTOMER IS RESPONSIBLE FOR PAYING THE \$250.00 PER RADIO MPSCS USER FEE.

POLICE DEPARTMENT RADIOS

QTY.	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL	RUNNING TOTAL		MiDeal
APX6000 PORTABLE RADIO						MSRP	DISC %
OAKLAND COUNTY REQUIRED SPECIFICATIONS.							
17	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE-ENHANCED	\$2,118.20	\$36,009.40		\$ 3,026.00	30%
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$360.50	\$6,128.50		\$ 515.00	30%
	H38	ADD: SMARTZONE OPERATION	\$840.00	\$14,280.00		\$ 1,200.00	30%
	Q361	ADD: P25 9600 BAUD TRUNKING	\$210.00	\$3,570.00		\$ 300.00	30%
	QA05570	ALT: LI-ION IMPRES 2 IP68 3400 MAH	\$70.00	\$1,190.00		\$ 100.00	30%
	QA00580	ADD: TDMA OPERATION	\$315.00	\$5,355.00		\$ 450.00	30%
	QA01771	ENH: ENHANCEMENT LEVEL 2	\$140.00	\$2,380.00		\$ 200.00	30%
	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION	\$105.00	\$1,785.00		\$ 150.00	30%
	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A	\$16.80	\$285.60		\$ 24.00	30%
	Q887	ADD: 5Y ESSENTIAL SERVICE	\$206.00	\$3,502.00		\$ 206.00	0%
	H799	ADD: TEST RESULTS / RATED AUDIO PRINTOUT	\$7.00	\$119.00		\$ 10.00	30%
	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$518.00	\$8,806.00		\$ 740.00	30%
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00		\$ -	30%
	QA09001	ADD: WIFI CAPABILITY	\$210.00	\$3,570.00		\$ 300.00	30%

	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$3.50	\$59.50		\$ 5.00	30%
	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$559.30	\$9,508.10		\$ 799.00	30%
		CATEGORY TOTAL	\$5,679.30		\$96,548.10	\$ 8,025.00	

<u>QTY.</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>	<u>RUNNING TOTAL</u>		<u>MiDeal</u>
APX6000 PORTABLE RADIO ACCESSORIES						<u>MSRP</u>	<u>DISC %</u>
26	PMLN7903A	LEATHER CARRY CASE WITH 3" FIXED BELT LOOP	\$50.25	\$1,306.50		\$ 67.00	25%
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2	\$123.75	\$495.00		\$ 165.00	25%
30	PMMN4062AL	IMPRES RSM, NOISE CANC. EMER	\$88.50	\$2,655.00		\$ 118.00	25%
30	PMNN4486	LI-ION IMPRES 2 IP68 3400 MAH	\$122.25	\$3,667.50		\$ 163.00	25%
3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP	\$937.50	\$2,812.50		\$ 1,250.00	25%
		CATEGORY TOTAL			\$10,936.50		

<u>QTY.</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>	<u>RUNNING TOTAL</u>		<u>MiDeal</u>
APX6500 "REMOTE" MOUNT CONTROL HEAD MOBILE RADIO						<u>MSRP</u>	<u>DISC %</u>
OAKLAND COUTY REQUIRED SPECIFICATIONS.							
2	M25URS9PW1BN	APX 6500 700/800 MHZ-ENHANCED	\$ 1,916.60	\$3,833.20		\$ 2,738.00	30%
	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ 360.50	\$721.00		\$ 515.00	30%
	G51	ENH: SMARTZONE OPERATION APX6500	\$ 840.00	\$1,680.00		\$ 1,200.00	30%
	G361	ENH: P25 TRUNKING SOFTWARE APX	\$ 210.00	\$420.00		\$ 300.00	30%
	GA00580	ADD: TDMA OPERATION APX	\$ 315.00	\$630.00		\$ 450.00	30%
	GA01771	ENH: ENHANCEMENT LEVEL 2	\$ 140.00	\$280.00		\$ 200.00	30%
	GA01670	ADD: E5 CONTROL HEAD	\$ 400.40	\$800.80		\$ 572.00	30%
	W116	ADD: EXTERNAL ALARM RELAY AND CABLE	\$ 52.50	\$105.00		\$ 75.00	30%
	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$0.00		\$ -	30%
	G67	ADD: REMOTE MOUNT APXM	\$ 207.90	\$415.80		\$ 297.00	30%
	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$ 9.80	\$19.60		\$ 14.00	30%
	W22	ADD: STD PALM MICROPHONE APEX	\$ 50.40	\$100.80		\$ 72.00	30%
	W432	ADD: AUXILARY SPKR 13W (3.2OHM)	\$ 50.05	\$100.10		\$ 71.50	30%
	GA00235	ADD: NO GPS ANTENNA NEEDED	\$ 9.00	\$18.00		\$ -	30%
	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 246.00	\$492.00		\$ 246.00	0%
	G799	ADD: PRINTED TEST RESULTS APX	\$ 7.00	\$14.00		\$ 10.00	30%
	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 518.00	\$1,036.00		\$ 740.00	30%
	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 559.30	\$1,118.60		\$ 799.00	30%
	GA01579AB	ADD: COVERT WIFI GLASSMOUNT	\$ 49.00	\$98.00		\$ 70.00	30%
	GA09001	ADD: WI-FI CAPABILITY	\$ 210.00	\$420.00		\$ 300.00	30%

	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$0.00		\$ -	30%
	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$ 3.50	\$7.00		\$ 5.00	30%
	CATEGORY TOTAL			\$6,154.95		\$12,309.90	\$ 8,674.50

QTY.	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL	RUNNING TOTAL		MiDeal
APX6500-03 "HAND HELD" CONTROL HEAD MOBILE RADIO OAKLAND COUTY REQUIRED SPECIFICATIONS.						MSRP	DISC %
0	M25URS9PW1BN	APX 6500 700/800 MHZ-ENHANCED	\$ 1,916.60	\$0.00		\$ 2,738.00	30%
	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ 360.50	\$0.00		\$ 515.00	30%
	G51	ENH: SMARTZONE OPERATION APX6500	\$ 840.00	\$0.00		\$ 1,200.00	30%
	G361	ENH: P25 TRUNKING SOFTWARE APX	\$ 210.00	\$0.00		\$ 300.00	30%
	GA00580	ADD: TDMA OPERATION APX	\$ 315.00	\$0.00		\$ 450.00	30%
	GA01771	ENH: ENHANCEMENT LEVEL 2	\$ 140.00	\$0.00		\$ 200.00	30%
	G72	ADD: O3 CONTROL HEAD	\$ 662.20	\$0.00		\$ 946.00	30%
	W116	ADD: EXTERNAL ALARM RELAY AND CABLE	\$ 52.50	\$0.00		\$ 75.00	30%
	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$0.00		\$ -	30%
	G72	ADD: REMOTE MOUNT APXM	\$ 662.20	\$0.00		\$ 946.00	30%
	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$ 9.80	\$0.00		\$ 14.00	30%
	W432	ADD: AUXILARY SPKR 13W (3.2OHM)	\$ 50.05	\$0.00		\$ 71.50	30%
	GA00235	ADD: NO GPS ANTENNA NEEDED	\$ 9.00	\$0.00		\$ -	30%
	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 246.00	\$0.00		\$ 246.00	0%
	G799	ADD: PRINTED TEST RESULTS APX	\$ 7.00	\$0.00		\$ 10.00	30%
	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 518.00	\$0.00		\$ 740.00	30%
	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 559.30	\$0.00		\$ 799.00	30%
	GA01579AB	ADD: COVERT WIFI GLASSMOUNT	\$ 49.00	\$0.00		\$ 70.00	30%
	GA09001	ADD: WI-FI CAPABILITY	\$210.00	\$0.00		\$ 300.00	30%
	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$0.00		\$ -	30%
	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$3.50	\$0.00		\$ 30.00	30%
	CATEGORY TOTAL			\$6,820.65		\$0.00	\$ 9,650.50

QTY.	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL	RUNNING TOTAL
RADIO INSTALLAITON OPTIONS					
2	LSV00Q00203A	DEVICE INSTALLATION "REMOTE & O3 MOUNT"	\$435.00	\$870.00	
	CATEGORY TOTAL				\$870.00
	GRAND TOTAL				\$120,664.50



MEMORANDUM

Engineering Department

DATE: September 16, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: 2020 Sewer Lining Program – Contract #4-20(S)

INTRODUCTION:

Bids for the 2020 Sewer Lining Program #4-20(S) were opened on September 3, 2020. The City received two (2) bids. The lowest complete and qualified bid was submitted by Granite Inliner, LLC.

BACKGROUND:

As you may be aware, in 2011, the City Commission approved a comprehensive Backyard Sewer & Water Master Plan. The plan provided a detailed schedule of suggested projects designed to phase in various needed improvements to the water and sewer system, as it pertained to the maintaining or abandoning various backyard sewers and water main.

Since then the City has been obtaining the necessary easements required to perform the work in the Quarton Lake area. This have been a long and labor-intensive process. As easements are obtained for entire blocks and segments, the City has put together projects to line the rear yard sewers. This project is the third such project (others were completed in 2017 and 2019) and includes seven (7) blocks (17 sewer segments) – see attached plans. Currently, the City is in possession of the necessary easements to complete ten (10) segments with the remaining seven (7) segments only needing one (1) easement per segment. It should be noted that all seventeen (17) segments are included in this project in the event that the additional easements are obtained. The City is actively working to obtaining the remaining easements.

The Engineering Department opened bids on September 3, 2020. Two (2) bids were received, as listed on the attached summary. The low bidder was Granite Inliner, LLC., of Romulus, with a bid of \$764,031.00. The Engineer's estimate was \$809,500.00. Granite Inliner, LLC. specializes in trenchless construction (sewer lining). While Granite Inliner, LLC. has not worked in the City in recent years, our consultant (Hubbell, Roth & Clark) has reviewed and checked their references. Based on their findings (see attached letter), HRC recommends awarding this project to Granite Inliner, LLC. The Engineering Department agrees with this recommendation.

As required for all of the City's construction projects, Granite Inliner, LLC. has submitted a 5% bid security with their bid which will be forfeited if they do not provide signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The City's standard contract language was used for bidding document. No legal review is required at this time.

FISCAL IMPACT:

The fiscal year 2020-2021 budget included \$500,000 for sewer lining work. There are reserves available to fund the additional cost. A budget amendment will be necessary if the City Commission approves this project.

PUBLIC COMMUNICATIONS:

All affected residents will be notified prior to the start of the work and regularly updated as the project progress by way of letters from the City, personal notifications (as necessary) and via the City's Contact outlets.

SUMMARY:

It is recommended that the 2020 Sewer Lining Program – Contract #4-20(S) be awarded to Granite Inliner, LLC., Romulus, MI in the amount of \$764,031.00 and that the 2020-2021 Sewer Fund budget be amended.

ATTACHMENTS:

- Bid Summary – (one page)
- HRC Recommendation Letter, dated 09/16/20 – (one page)
- Plans – (eighteen sheets)

SUGGESTED RESOLUTION:

To award the 2020 Sewer Lining Program – Contract #4-20(S) to Granite Inliner, LLC, in the amount of \$764,031.00, to be funded from account number 590-536.001-981.0200 and further; to approve the appropriation and amendment to the fiscal year 2020-2021 Sewer Fund budget as follows:

Sewer Fund

Revenues:

590-000.000-400.0000	Draw from Net Position	<u>\$264,031</u>
Total Revenue		<u>\$264,031</u>

Expenses:

590-536.001-981.0200	Sewer Improvements	<u>\$264,031</u>
Total Expenses		<u>\$264,031</u>

contingent upon the execution of the agreement and meeting all insurance requirements.

CITY OF BIRMINGHAM

2020 SEWER LINING PROGRAM

CONTRACT # 4-20 (S)

BID SUMMARY

September 3, 2020 - 2:00 PM

[illegible][illegible]

September 17, 2020

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: Mr. Austin Fletcher, P.E.
Assistant City Engineer

Re: Recommendation for Bid Award
2020 Sewer Lining Program – Contract #4-20(S)

HRC Job No. 20200127

Dear Mr. Fletcher;

Bids for the subject project were taken on Thursday, September 3 at 2:00 p.m. at City Hall. A total of two (2) bids were received and read. The bids have been checked and they are in order. The low bidder for the project is Granite Inliner of Romulus, Michigan with a bid of \$764,031.00. We note that the bid amount is less than the Engineer's Opinion of Probable Construction Cost of \$809,500.

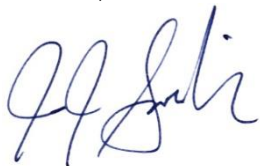
Our office has had experience with Granite Inliner for work in neighboring communities. Granite Inliner provided several references for similar work performed recently, and we received favorable responses to our inquiry about their job performance. A pre-award meeting was held between representatives of the City, Granite Inliner and HRC, where details related to the scope-of-work, bid amounts, schedule, and approach to completing the work were discussed. We were satisfied with Granite Inliner's responses to the items discussed.

In our capacity as Consulting Engineers for the City of Birmingham, we recommend that the contract for the 2020 Sewer Lining Program – Contract #4-20(S) be awarded to Granite Inliner in the amount of **\$764,031.00**.

Should you have any questions or comments, please feel free to contact the undersigned.

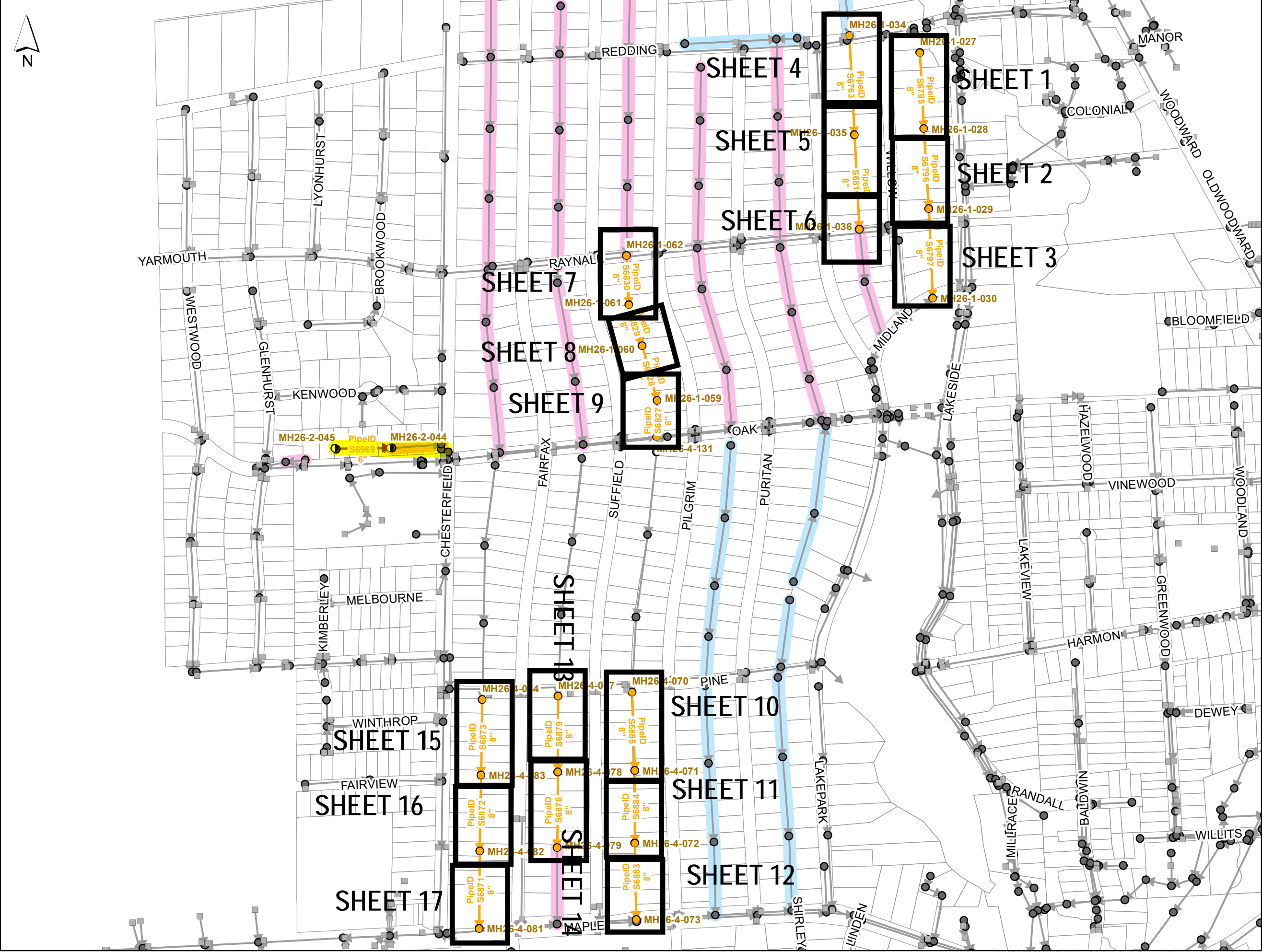
Very truly yours,


HUBBELL, ROTH & CLARK, INC.




James J. Surhigh, P.E.
Associate

pc: Granite Inliner – John Thompson
HRC – M. MacDonald, M. Hughes, File





City of Birmingham
A Walkable Community



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303-0824

P.O. BOX 824
48303-0824

Legend

- CombinedManhole
- SanitaryManhole
- Sewer Inlet
- Manhole

Contract pipes

- Combined
- Sanitary

Previously Lined (Year)

- 1999
- 2018

Previously Pipe-Burst (Year)

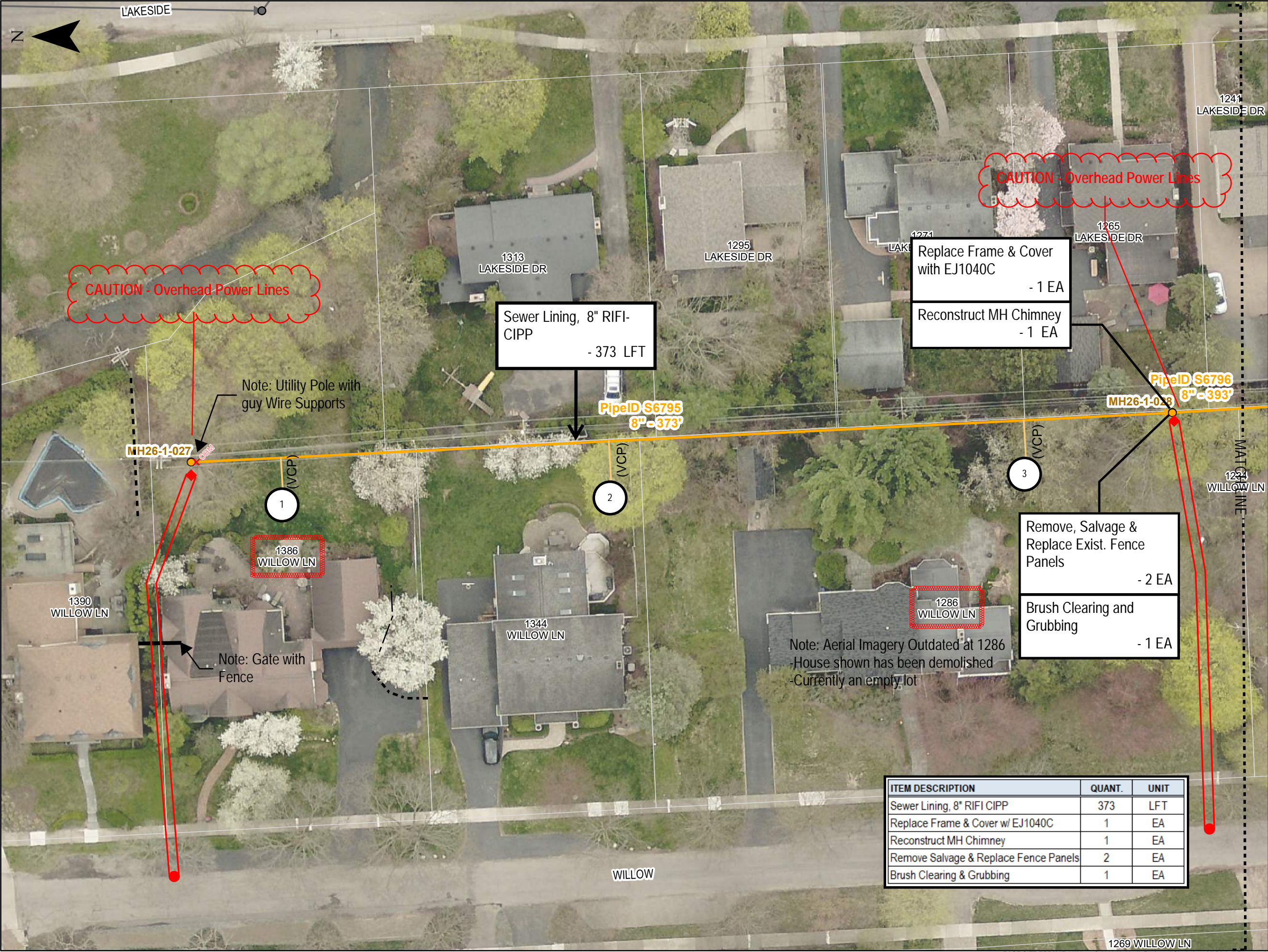
- 2019

CITY OF BIRMINGHAM


2020 REAR YARD SEWER
REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN


HRC JOB NO. 20200127.07	FIGURE NO. 0 - Cover
DATE 7/17/2020	



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	373	LFT
Replace Frame & Cover w/ EJ1040C	1	EA
Reconstruct MH Chimney	1	EA
Remove Salvage & Replace Fence Panels	2	EA
Brush Clearing & Grubbing	1	EA



City of Birmingham
A Walkable Community



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- Major PACP Coded Defects
- Manholes on Contract Pipes
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement

- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

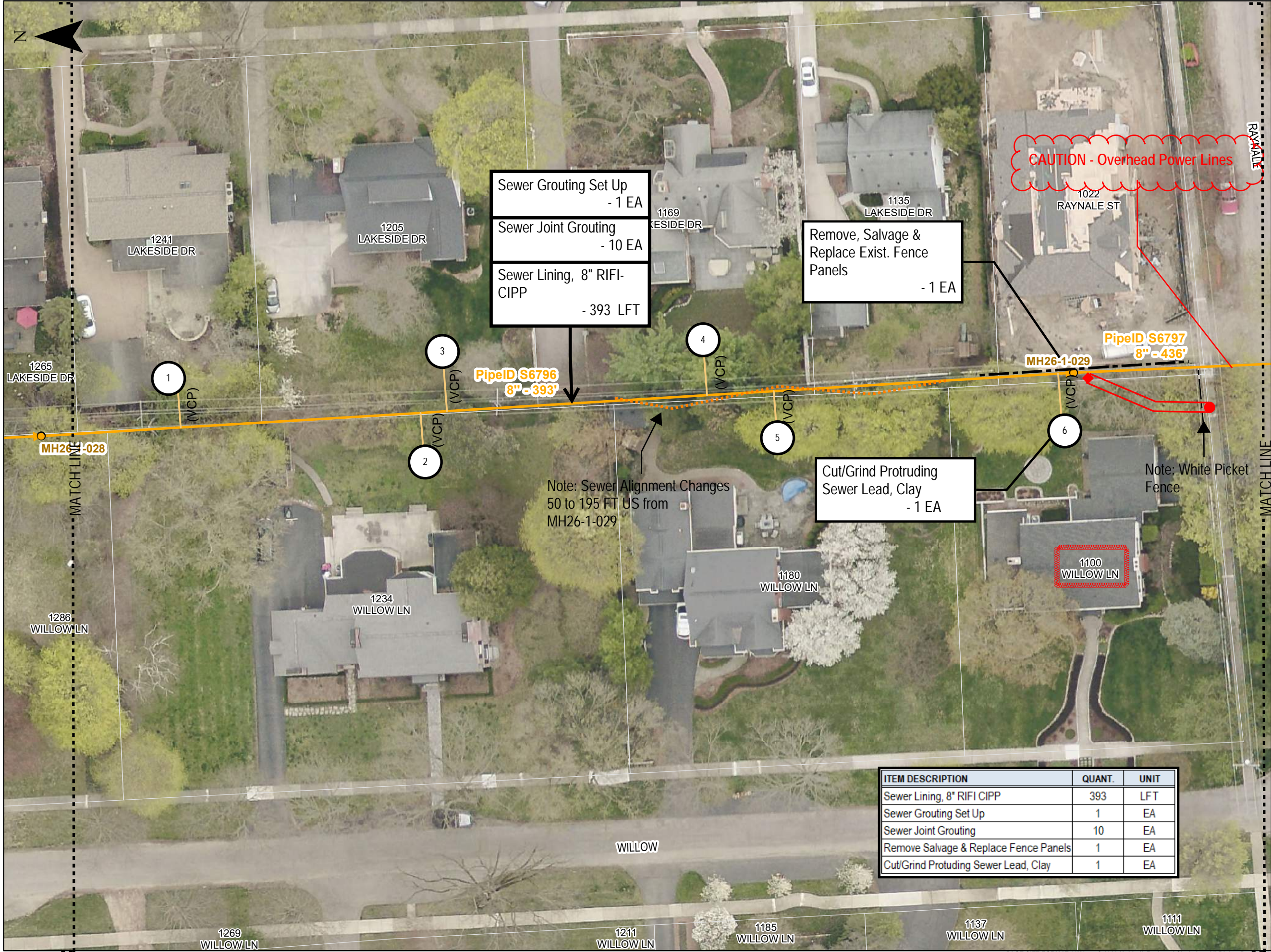
2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN


HRC JOB NO.
20200127.07

DATE
7/17/20


FIGURE NO.
1



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	393	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	10	EA
Remove Salvage & Replace Fence Panels	1	EA
Cut/Grind Protuding Sewer Lead, Clay	1	EA



City of Birmingham
A Walkable Community





HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915


555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
 - Sewer Service
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement

 Access Property

 Anticipated Access Route

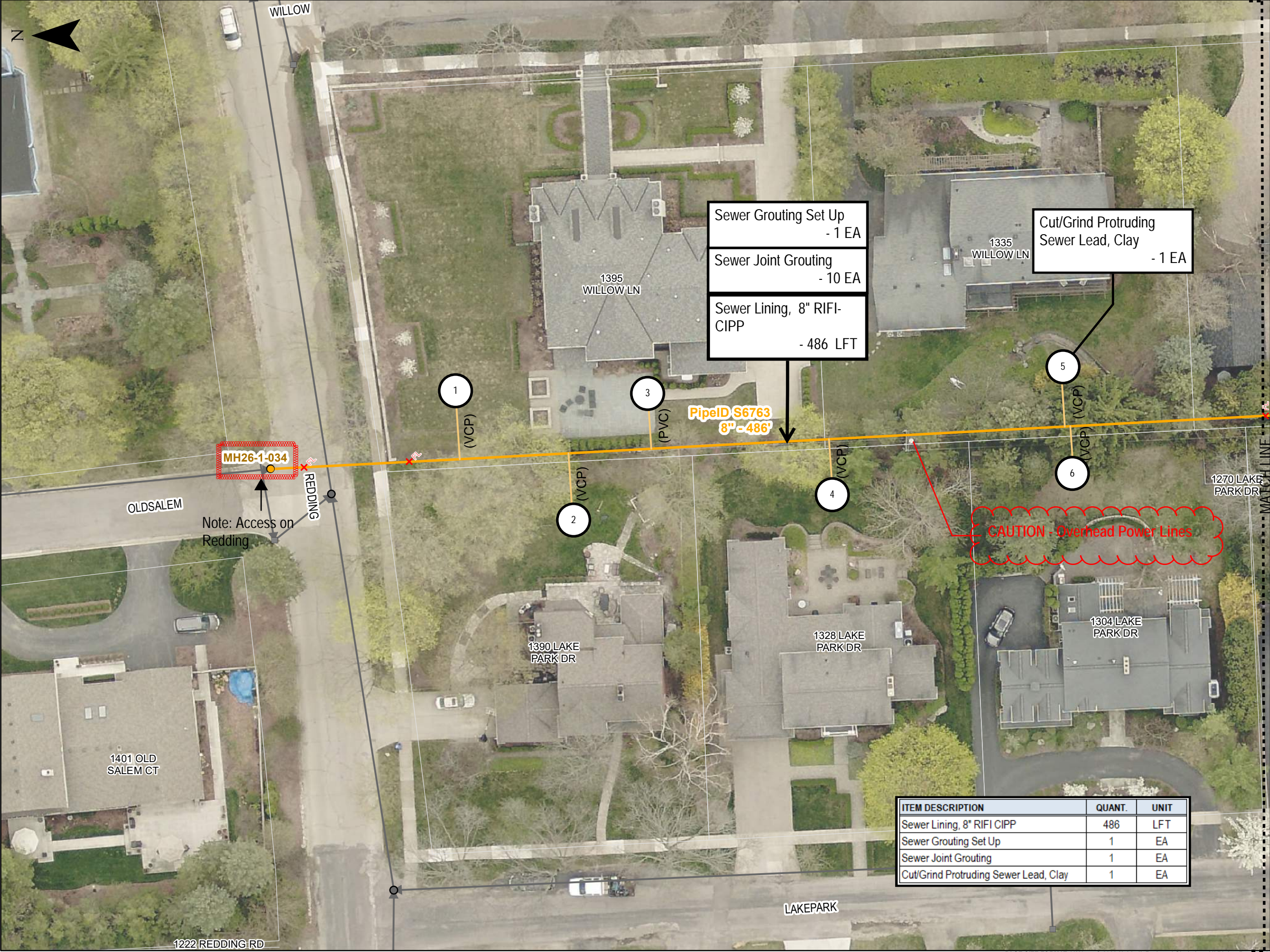
 Lateral ID on Sewer Segment

CITY OF BIRMINGHAM


2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN


HRC JOB NO. 20200127.07	FIGURE NO. 2
DATE 7/17/20	



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	486	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	1	EA
Cut/Grind Protruding Sewer Lead, Clay	1	EA




City of Birmingham
A Walkable Community

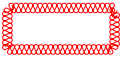




HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- ✗ Major PACP Coded Defects
- Manholes on Contract Pipes**
 - Combined Manhole
 - Junction Chamber
 - Sanitary Manhole
 - Storm Manhole
 - Sewer Inlet
 - Manhole
 - Sewer Service
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
-  Proposed Sewer Easement

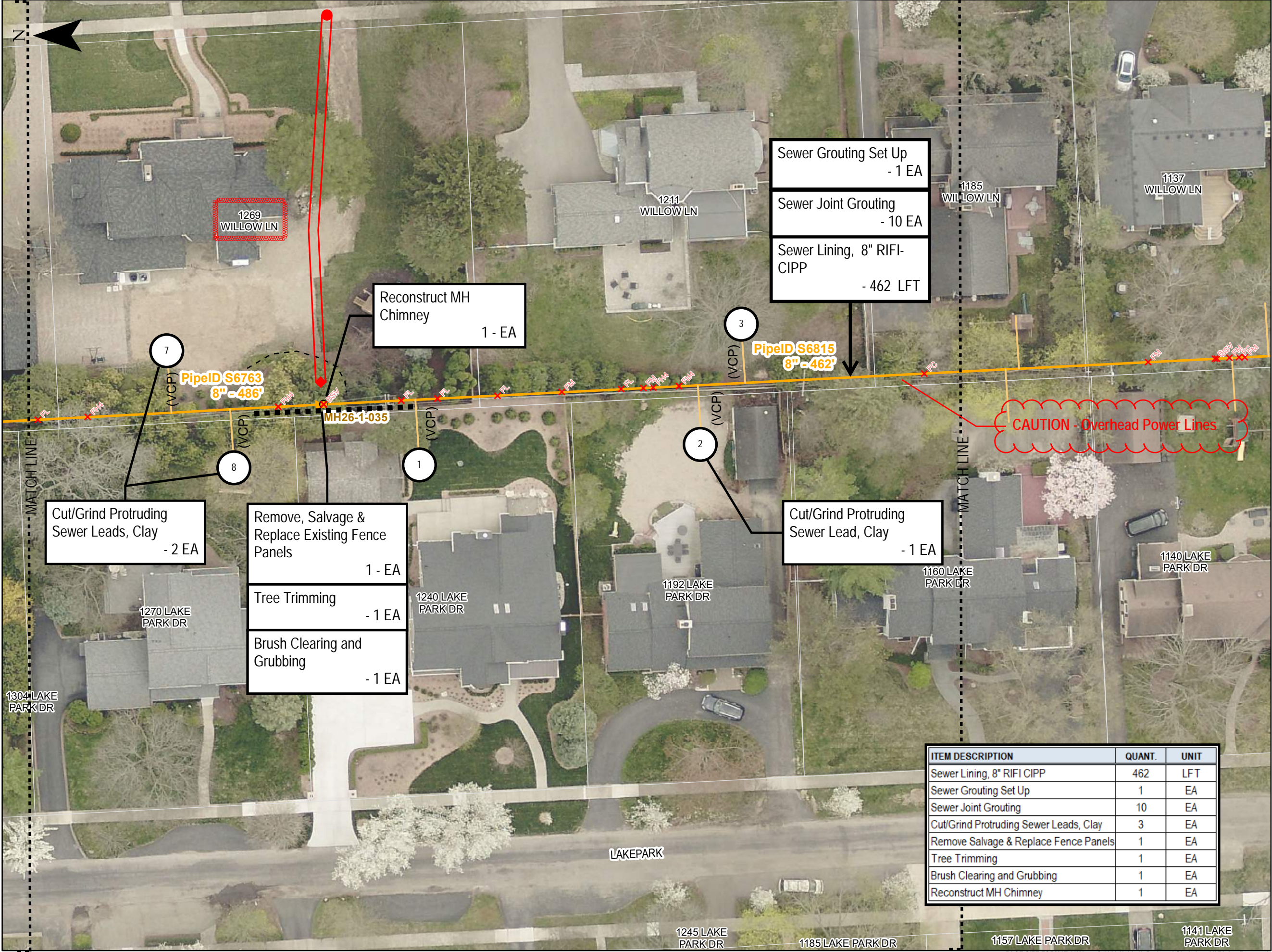
-  Access Property
-  Anticipated Access Route
-  Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 4
DATE 7/17/2020	



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	462	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	10	EA
Cut/Grind Protruding Sewer Leads, Clay	3	EA
Remove Salvage & Replace Fence Panels	1	EA
Tree Trimming	1	EA
Brush Clearing and Grubbing	1	EA
Reconstruct MH Chimney	1	EA

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HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

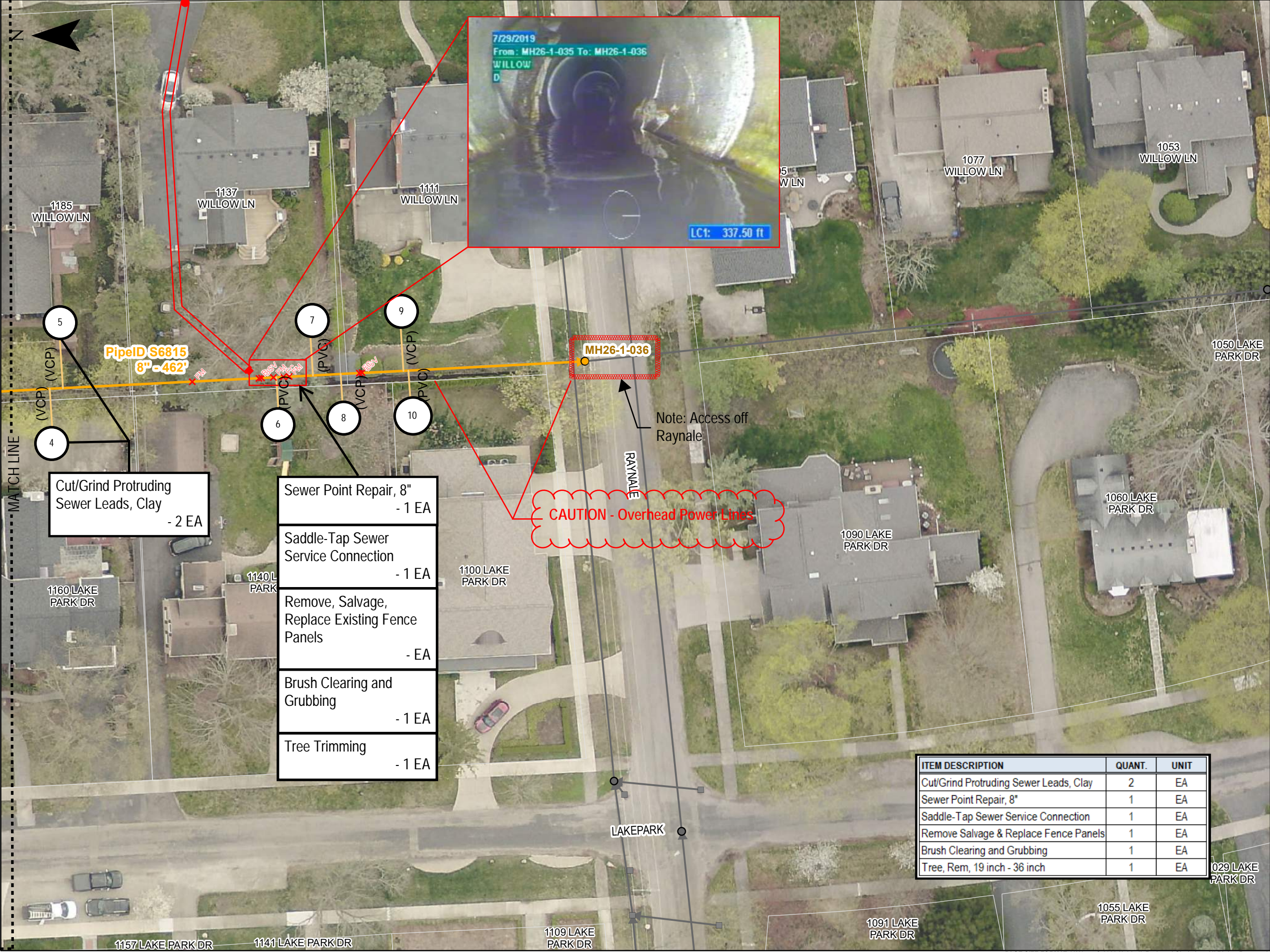
- Major PACP Coded Defects
- Manholes on Contract Pipes
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
- Contract Pipes
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement
- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 5
DATE 7/17/2020	



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CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. 48303-0824

P.O. BOX 824
48303-0824

Legend

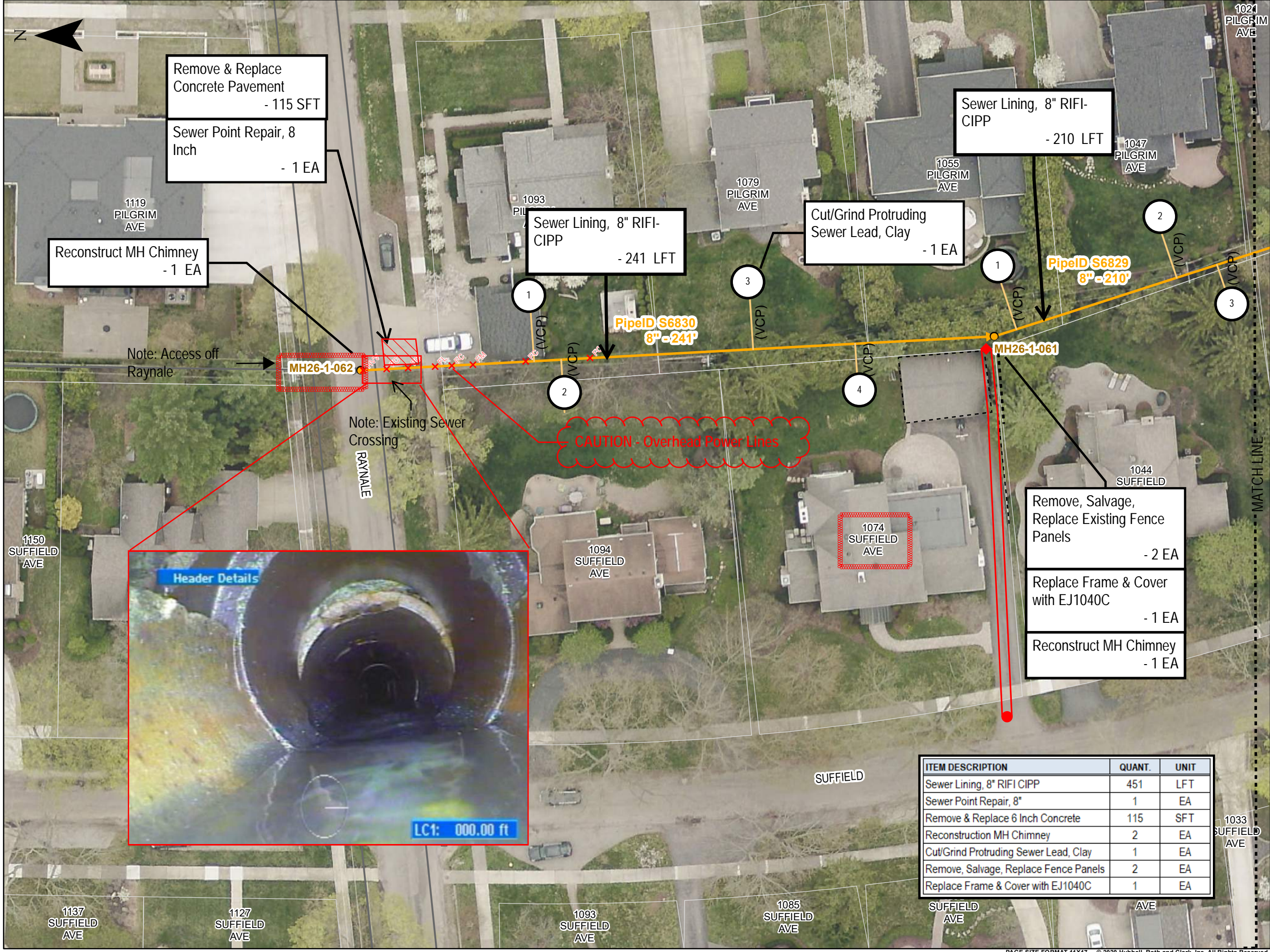
- Major PACP Coded Defects
- Manholes on Contract Pipes
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Contract Pipes
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement
- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM


2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN


HRC JOB NO. 20200127.07	FIGURE NO. 6
DATE 7/17/2020	



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	451	LFT
Sewer Point Repair, 8"	1	EA
Remove & Replace 6 Inch Concrete	115	SFT
Reconstruction MH Chimney	2	EA
Cut/Grind Protruding Sewer Lead, Clay	1	EA
Remove, Salvage, Replace Fence Panels	2	EA
Replace Frame & Cover with EJ1040C	1	EA



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HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

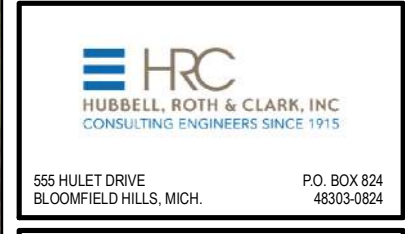
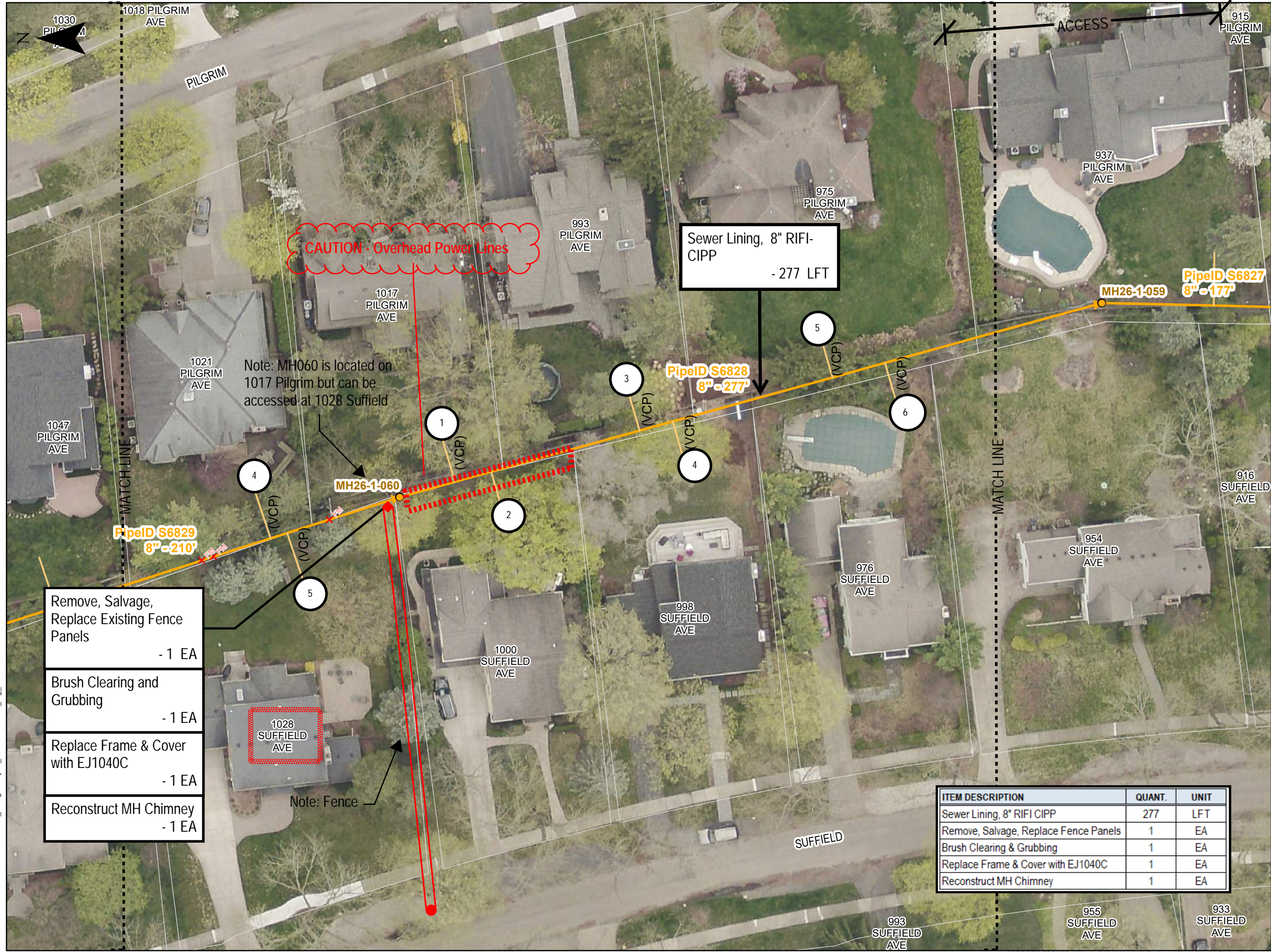
- Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement
- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM




OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 7
DATE 7/17/2020	



- Legend**

 - ✗ Major PACP Coded Defects
 - Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
 - Sewer Service
 - Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
 - Proposed Sewer Easement Needed

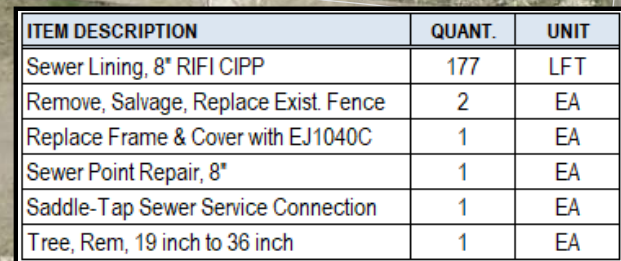
- | | |
|---|-----------------------------|
|  | Access Property |
|  | Anticipated Access Route |
|  | Lateral ID on Sewer Segment |

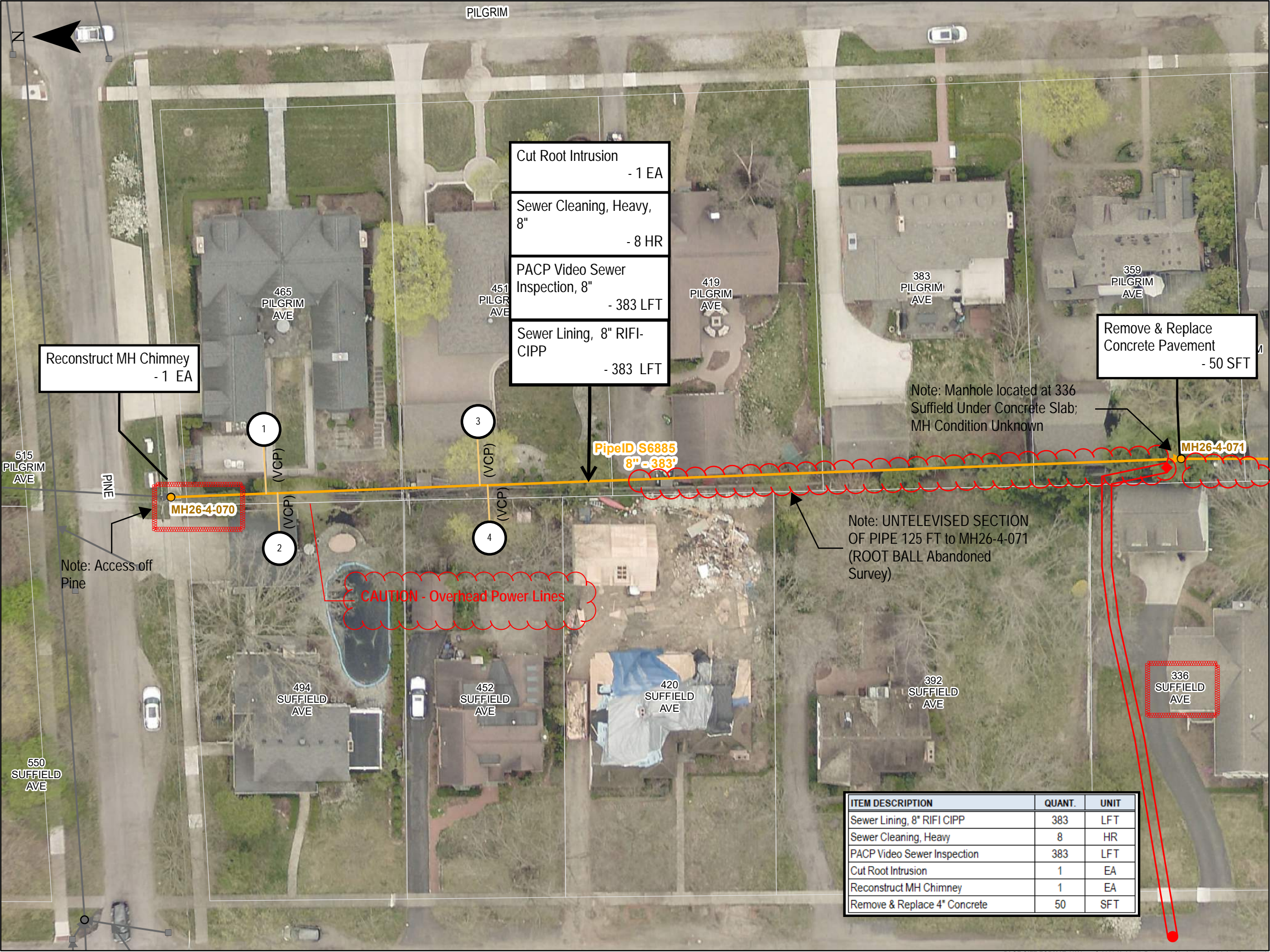
CITY OF BIRMINGHAM

**2020 REAR YARD SEWER
REHABILITATION PROGRAM**

OAKLAND COUNTY **MICHIGAN**

HRC JOB NO. 20200127.07	FIGURE NO.
DATE 7/17/2020	8





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HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement

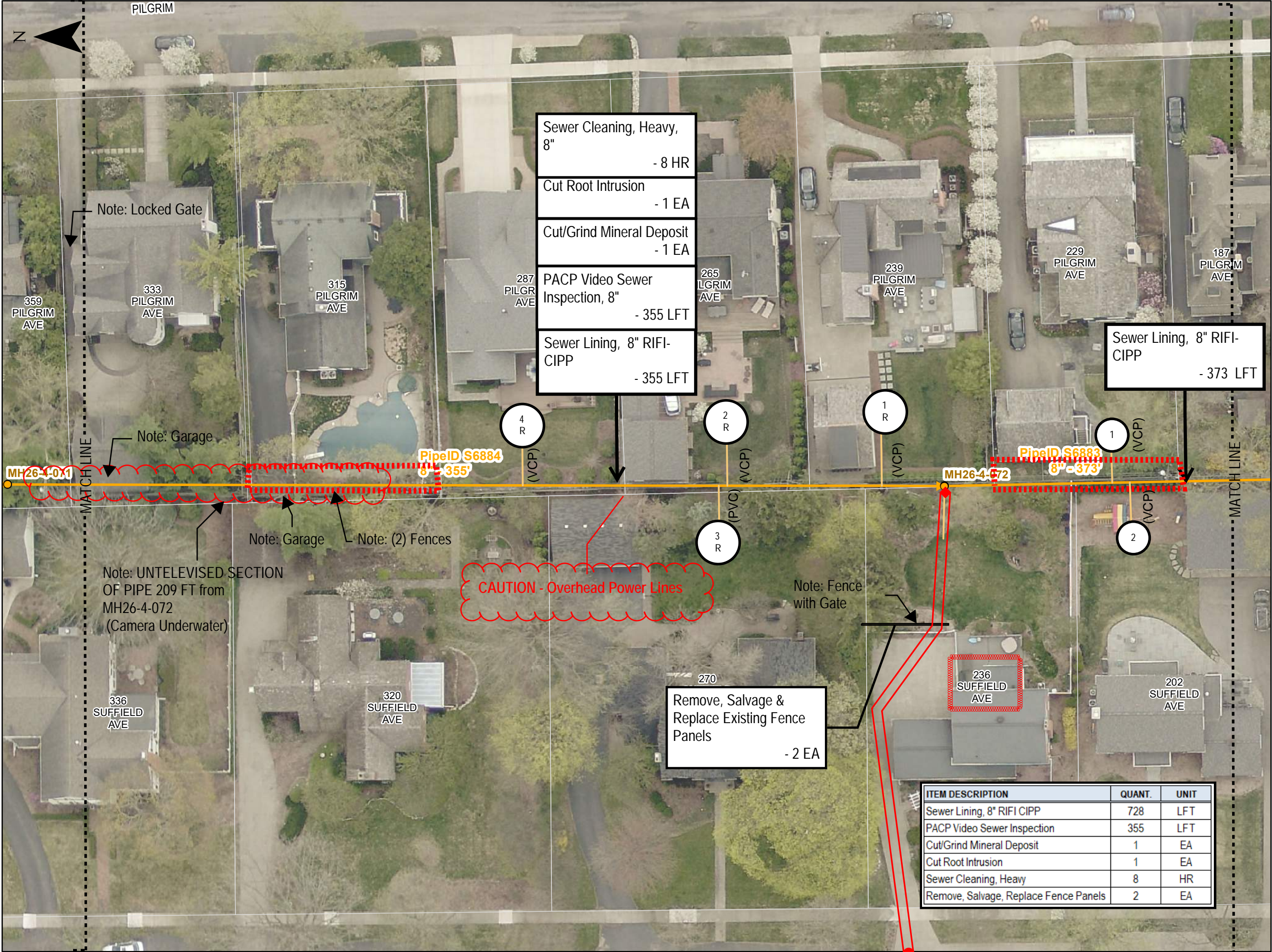
- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 10
DATE 7/17/2020	



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CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- Major PACP Coded Defects
- Manholes on Contract Pipes
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement

- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

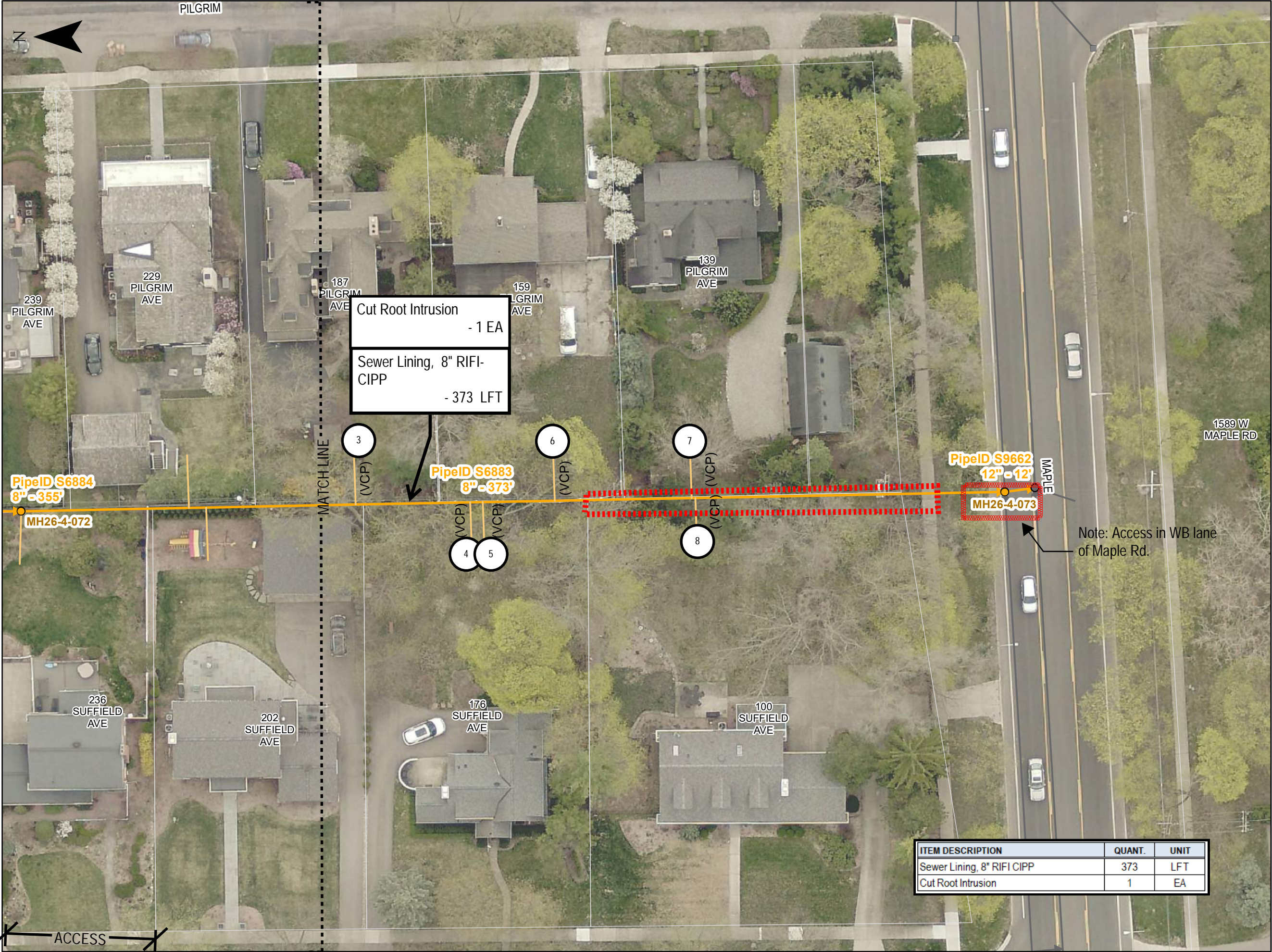
CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 11
DATE 7/17/2020	

ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	728	LFT
PACP Video Sewer Inspection	355	LFT
Cut/Grind Mineral Deposit	1	EA
Cut Root Intrusion	1	EA
Sewer Cleaning, Heavy	8	HR
Remove, Salvage, Replace Fence Panels	2	EA



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	373	LFT
Cut Root Intrusion	1	EA






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555 HULET DRIVE
BLOOMFIELD HILLS, MICH.


P.O. BOX 824
48303-0824

Legend


- Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement



Access Property



Anticipated Access Route



Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

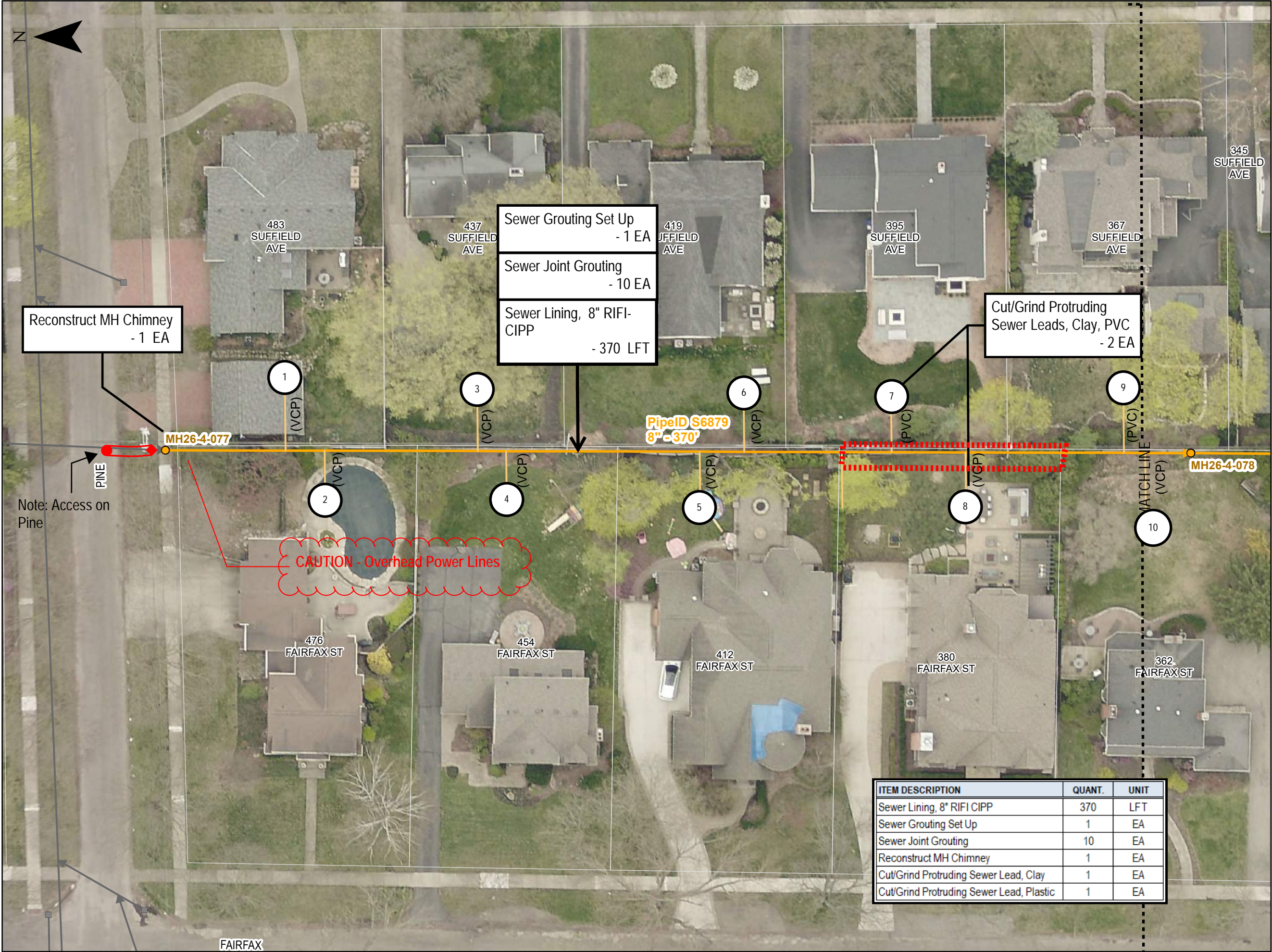
OAKLAND COUNTY

MICHIGAN

HRC JOB NO.
20200127.07

DATE
7/17/2020

FIGURE NO.
12



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	370	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	10	EA
Reconstruct MH Chimney	1	EA
Cut/Grind Protruding Sewer Lead, Clay	1	EA
Cut/Grind Protruding Sewer Lead, Plastic	1	EA







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555 HULET DRIVE
BLOOMFIELD HILLS, MICH.


P.O. BOX 824
48303-0824

Legend

- ✖ Major PACP Coded Defects
- Manholes on Contract Pipes**
 - Combined Manhole
 - Junction Chamber
 - Sanitary Manhole
 - Storm Manhole
 - Sewer Inlet
 - Manhole
 - Sewer Service
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
-  Proposed Sewer Easement

 Access Property

 Anticipated Access Route

 Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER
REHABILITATION PROGRAM

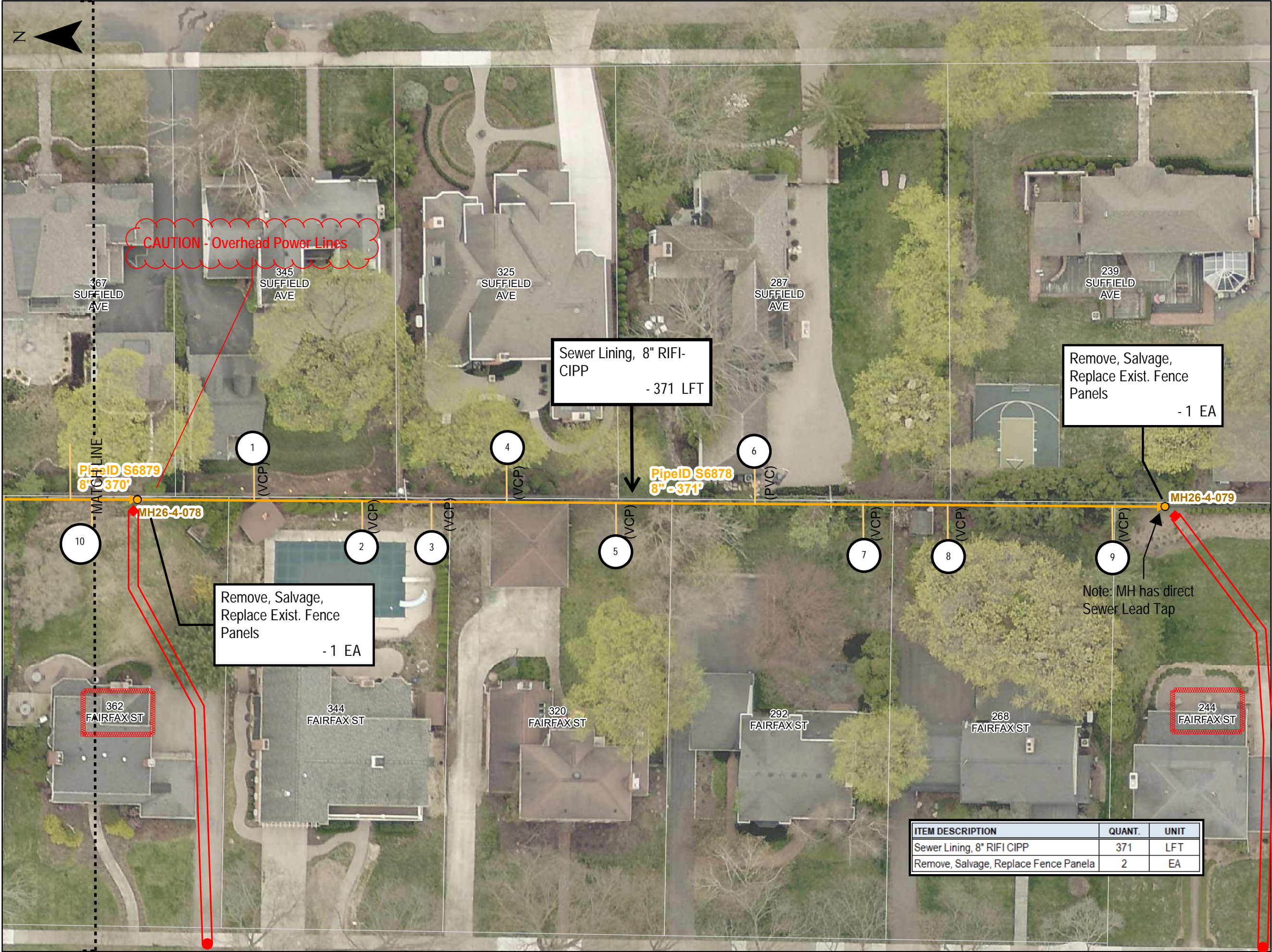
OAKLAND COUNTY

MICHIGAN

HRC JOB NO.
20200127.07

DATE
7/17/2020

FIGURE NO.
13



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	371	LFT
Remove, Salvage, Replace Fence Panels	2	EA



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CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

P.O. BOX 824
48303-0824

Legend

- ✗ Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
 - Sewer Service
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
- ▤ Proposed Sewer Easement

Access Property

Anticipated Access Route

Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

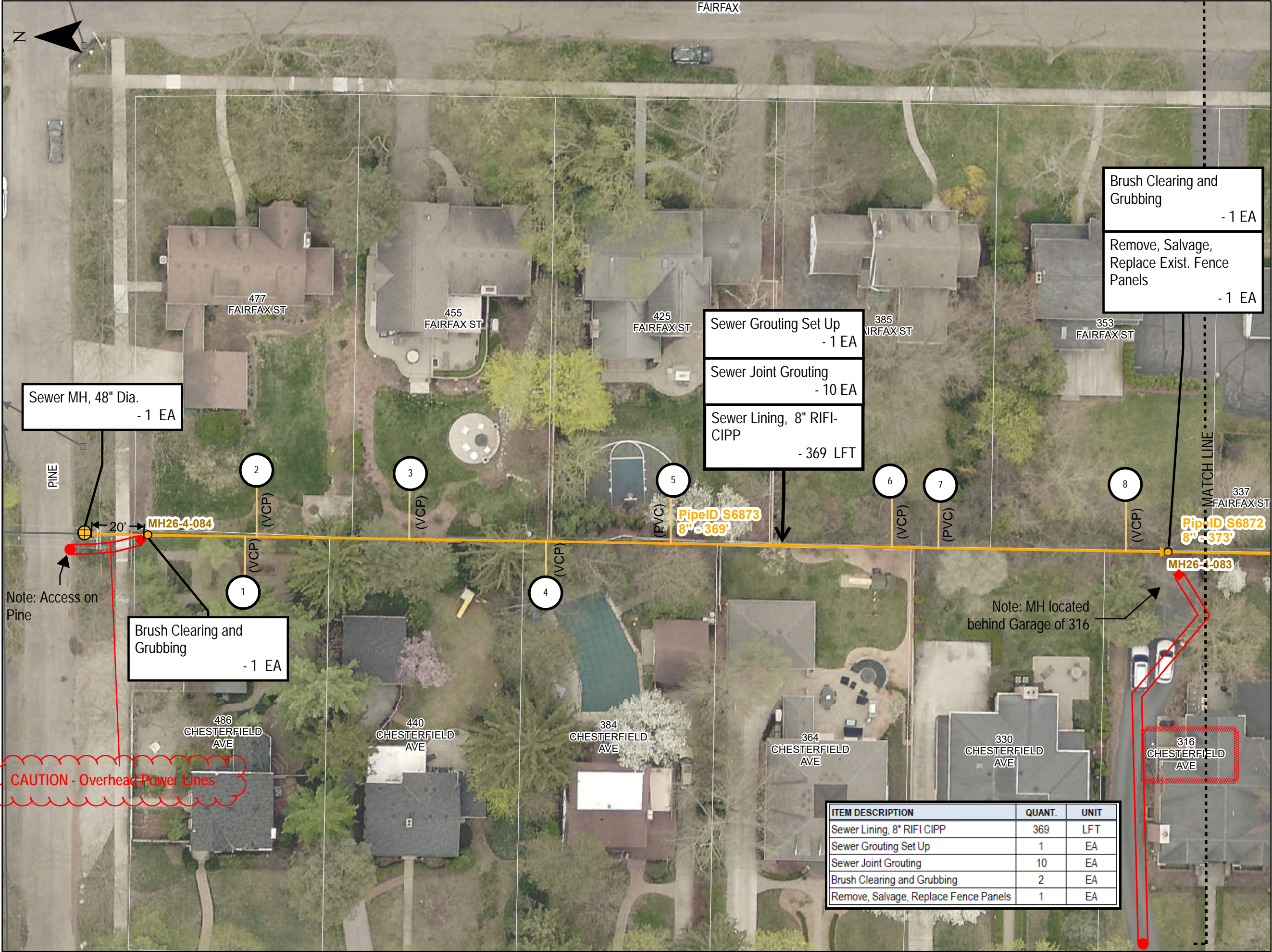
OAKLAND COUNTY

MICHIGAN

HRC JOB NO.
20200127.07

DATE
7/17/2020

FIGURE NO.
14



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	369	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	10	EA
Brush Clearing and Grubbing	2	EA
Remove, Salvage, Replace Fence Panels	1	EA

Brush Clearing and Grubbing
- 1 EA

Remove, Salvage, Replace Exist. Fence Panels
- 1 EA

Sewer Grouting Set Up
- 1 EA

Sewer Joint Grouting
- 10 EA

Sewer Lining, 8" RIFI-CIPP
- 369 LFT

Pipe ID S6873
8" - 369'

Pipe ID S6872
8" - 373'



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555 HULET DRIVE
BLOOMFIELD HILLS, MICH.

P.O. BOX 824
48303-0824

Legend

✗ Major PACP Coded Defects

Manholes on Contract Pipes

- CombinedManhole
- JunctionChamber
- SanitaryManhole
- StormManhole
- Sewer Inlet
- Manhole
- Sewer Service

Contract Pipes

- Combined
- Sanitary
- All other City pipes

▤ Proposed Sewer Easement

▭ Access Property

→ Anticipated Access Route

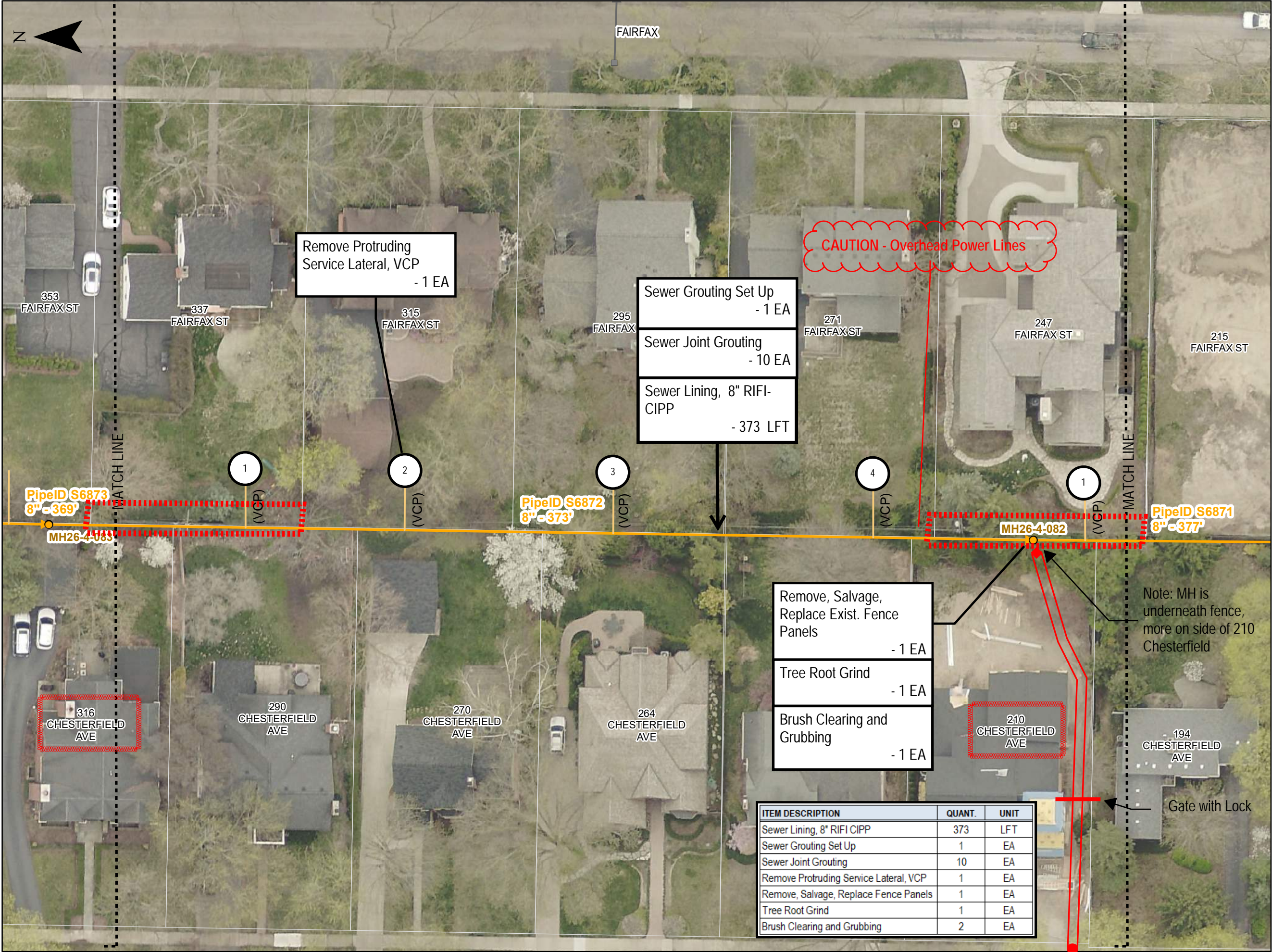
Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 15
DATE 7/17/2020	



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HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

Legend

- Major PACP Coded Defects
- Manholes on Contract Pipes**
 - CombinedManhole
 - JunctionChamber
 - SanitaryManhole
 - StormManhole
 - Sewer Inlet
 - Manhole
- Sewer Service
- Contract Pipes**
 - Combined
 - Sanitary
 - All other City pipes
- Proposed Sewer Easement

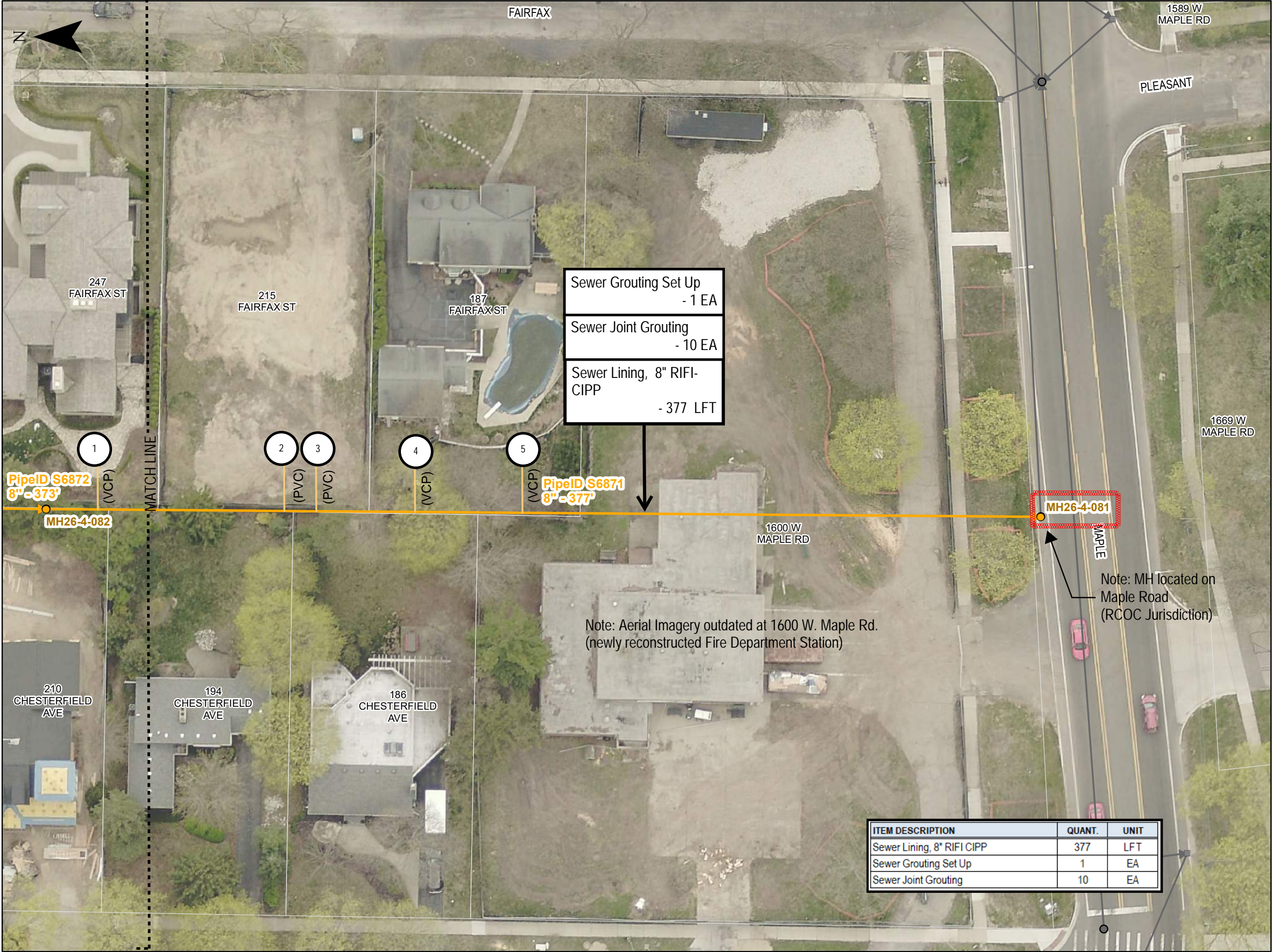
- Access Property
- Anticipated Access Route
- Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO. 20200127.07	FIGURE NO. 16
DATE 7/17/2020	



ITEM DESCRIPTION	QUANT.	UNIT
Sewer Lining, 8" RIFI CIPP	377	LFT
Sewer Grouting Set Up	1	EA
Sewer Joint Grouting	10	EA






HUBBELL, ROTH & CLARK, INC
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555 HULET DRIVE
BLOOMFIELD HILLS, MICH.


P.O. BOX 824
48303-0824


Legend


 Major PACP Coded Defects


Manholes on Contract Pipes


 CombinedManhole


 JunctionChamber

 SanitaryManhole


 StormManhole


 Sewer Inlet


 Manhole


 Sewer Service


Contract Pipes


 Combined


 Sanitary

 All other City pipes

 Proposed Sewer Easement

 Access Property

 Anticipated Access Route

 Lateral ID on Sewer Segment

CITY OF BIRMINGHAM

2020 REAR YARD SEWER
REHABILITATION PROGRAM

OAKLAND COUNTY MICHIGAN

HRC JOB NO.
20200127.07

DATE
7/17/2020

FIGURE NO.

17

DATE: September 16, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Emergency Lead Service Replacement – Maple Road

INTRODUCTION:

During the construction of the Maple Road project, two (2) additional lead water services were discovered at 395 E. Maple and 154 W. Maple. Per the State mandate, the City must replace all lead water services at the City's expense and no partial replacements are allowed. In order to keep the Maple Road project on schedule, emergency replacement was necessary. The Engineering Department again reached out to D'Angelo Brothers for assistance. They were able to mobilize in short order and perform the work in the timeframe allotted thus allowing the Maple Road project to remain on schedule. It should be noted that even though this was an emergency situation, D'Angelo Brothers pricing was in line with the costs for the other lead service replacements previously performed along Maple Road.

BACKGROUND:

It should be noted that the State mandate requires the lead service be replaced to the water meter, which is typically located just inside the building. However, in the instances of 395 E. Maple, the water meter was located in the rear of the building and this building does not have a basement. In cases such as this, the City's requirement (per the State) is to replace the lead service eighteen (18) inches inside the building. The owner (Dennis Pazzi) was concerned with this as to the impact it would have with his showroom and more importantly no assurance that all of the lead service would be removed. He asked if there were other alternatives. The Engineering Department and D'Angelo Brothers worked with the owner on a full replacement option and Mr. Pazzi agreed to pay the difference in cost (\$4,375.00).

LEGAL REVIEW:

N/A

FISCAL IMPACT:

The cost to replace the two (2) lead water services is \$17,965.00, to be charged to the Water Fund Account #591-537.004-981.0100. A bill in the amount of \$4,375.00 will be sent the Mr. Pazzi (owner of 395 E. Maple).

PUBLIC COMMUNICATIONS:

The two (2) effected property owners were notified and signed temporary access agreements were obtained from the property owners to allow the work to be performed.

SUMMARY

The Engineering Department requests City Commission confirmation of the City Manager's authorization to proceed with the emergency lead water service replacements on Maple Road.

ATTACHMENTS:

- D'Angelo Brothers, Inc. Invoice #6730 – 154 W. Maple, dated July 24, 2020 (one page)
- D'Angelo Brothers, Inc. Invoice #6731 – 395 E. Maple, dated July 24, 2020 (one page)

SUGGESTED RESOLUTION:

To confirm the City Manager's authorization for the emergency expenditure regarding the replacement of two (2) the lead water services within the Maple Road project area in the amount not to exceed \$17,965.00 to be paid to D'Angelo Brothers Inc. from the Water Fund account #591-537.004-981.0100, pursuant to Sec. 2-286 of the City Code.



PO Box 531330
Livonia, MI 48153

Invoice-#6730-Birm
07/24/20

TO: City of Birmingham
Austin Fletcher

154. W. Maple. Lead Water Service

DESCRIPTION OF WORK	Qty.	Unit	Hrs.	Rate	Total Per Line
154 W. Maple					
1" K Copper Private Water Service	1	EA	-	\$ 2,680.00	\$ 2,680.00
Private Service Line Connection	1	EA	-	\$ 485.00	\$ 485.00
Building Flush	1	EA	-	\$ 225.00	\$ 225.00
1" Brass Curb Stop / Unioin	1	EA	-	\$ 155.00	\$ 155.00
Intial Introduction Meeting & Work Plan	1	EA	-	\$ 160.00	\$ 160.00
Overall Total					\$ 3,705.00

Thank you; Vince D'Angelo (248) 515-1942



PO Box 531330
Livonia, MI 48153

Invoice #6731-Birm.

07/24/20

TO: Dennis Pazzi
395 E Maple
Birmingham, MI 48009

395. E Maple. Lead Water Service

DESCRIPTION OF WORK COMPLETED	Qty.	Unit	Hrs.	Rate	Total Per Line
Directional Drill 1" Water Service Under Building				\$	2,900.00
Remove Bathroom Closet Walls and Tile flooring				\$	850.00
Connect to existing plumbing/meter and flush				\$	625.00
Sawcut tile flooring					
Hand dig water service interior of building					
Place protection on flooring & walls					
Fill excavation with onsite spoils					
Connect to new existing water curb stop with 1" copper					
Pour 3" Concrete Floor back				\$	9,885.00
*Not responsible for any restoration or repair of any un known under floor utilities					
				Subtotal	\$ 14,260.00
				TOTAL	\$ 14,260.00

Thank you; Vince D'Angelo (248) 515-1942

DATE: September 16, 2020

TO: Joseph A. Valentine, City Manager

FROM: Austin W. Fletcher, Assistant City Engineer

SUBJECT: Emergency Water Main Repair – Adams & Maple Road

INTRODUCTION:

On Wednesday, August 5th a twelve (12) inch water main on Adams Road, just north of Maple Road broke resulting in the creation of a large sinkhole and heaved pavement. The Department of Public Services (DPD) contacted the Engineering Department to assist in the assessment of the road and with repairing the affected area.

BACKGROUND:

The Engineering Department was contacted by the DPS at approximately 4:00 am on the morning of August 5th in regards to a twelve (12) inch water main break at Adams Road and Maple (see attached photos). DPS was able to isolate the break by shutting off surrounding gate valves and closed the east half of Adams Road, just north of Maple for safety purposes. That morning, the Engineering Department in conjunction with the DPS determined that due to the size of the repair area, damage to the road and other water main breaks that occurred that day, that the Engineering Department would take the lead on the repair.

The Engineering Department contacted two (2) contractors (D'Angelo Brothers, Inc. – Underground Work & Asphalt Specialist, Inc. (ASI) - Paving) to perform the work. The water main break was completed and water restored the following day (August 6th). The permanent repair to the road including striping was completed two (2) days later and Adams Road was completely reopened (August 8th) – see attached photos.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

The cost to repair the twelve (12) inch water main break was \$15,783.10, to be charged to the Water Fund Account #591-537.004-981.0100 and the cost to repair the road was \$40,894.02, to be charged to the Major Streets Fund Account #202-449.002-981.0100.

PUBLIC COMMUNICATIONS:

All affected residents were notified by DPS and continuous updates were provided via the City's Constant Contact outlet.

SUMMARY

The Engineering Department requests City Commission's confirmation of the City Manager's authorization to proceed with the emergency water main and road repairs at Adams and Maple Road.

ATTACHMENTS:

- D'Angelo Brothers, Inc. Invoice #6792, dated August 12, 2020 (one page)
- Asphalt Specialists, Inc. Letter & Invoice, dated August 18, 2020 (two pages)
- Before and After Photos (three pages)

SUGGESTED RESOLUTION:

To confirm the City Manager's authorization for the emergency expenditure regarding the repair to a twelve (12) inch water main break and associated road repairs at Adams and Maple Road in the amount not to exceed \$15,783.10 to be paid to D'Angelo Brothers Inc. from the Water Fund account #591-537.004-981.0100 and in the amount not to exceed \$40,894.02 to be paid to Asphalt Specialists, Inc., pursuant to Sec. 2-286 of the City Code.



PO Box 531330

Livonia, MI 48153

TO: Oakland County WRC Sewer

ATTN: Austin

Invoice 6792-Birmingham

8/12/20

Birmingham Emergency Water Main Break

Maple & Adams. 12" Water Main Break

DESCRIPTION OF WORK COMPLETED. 8-6-20	Qty.	Unit	Hrs.	Rate	Total Per Line
Mobilize, Excavate & Repair 13' of 12" CI Water Main & Tap					
Mobilize Excavator	2	EA	-	\$ 425.00	\$ 850.00
310 Excavator & Operator	1	HR	11.5	\$ 155.00	\$ 1,782.50
305 Excavator & Operator	1	HR	11.5	\$ 80.00	\$ 920.00
Labor, Regular Time	6	HR	8	\$ 48.00	\$ 2,304.00
Labor, Over Time	6	HR	3.5	\$ 55.00	\$ 1,155.00
Dump Trucks Tri Axle.	3	HR	11.5	\$ 80.00	\$ 2,760.00
Power Saw	1	EA	-	\$ 100.00	\$ 100.00
Generator	1	HR	8	\$ 23.00	\$ 184.00
Pumps	2	HR	8	\$ 23.00	\$ 368.00
Concrete Breaker	1	HR	4	\$ 70.00	\$ 280.00
Compaction	1	LS	1	\$ 160.00	\$ 160.00
					\$ 10,863.50
Materials					
Sawcutting	1	LSx10%	-	\$ 1,516.00	\$ 1,667.60
Class II Sand	45	Ton	-	\$ 18.00	\$ 810.00
6A Stone	12	Ton	-	\$ 32.00	\$ 384.00
21AA Stone	30	Ton	-	\$ 28.00	\$ 840.00
Haul Off / Disposal Asphalt and Spoils	87	Ton	-	\$ 14.00	\$ 1,218.00
					\$ 4,919.60
TOTAL					\$ 15,783.10

Vince D'Angelo (248) 515-1942

Asphalt Specialists, Inc.



August 18, 2020

City of Birmingham
Attn: Austin Fletcher
151 Martin Road
Birmingham, MI 48009
(248) 318 1494
afletcher@bhamgov.org

RE: Adams and Maple Emergency Repair

Dear Austin:

We are pleased to quote the time and material for the above referenced projects. Attached are the unit prices for the Maple Emergency Repair project.

PLEASE NOTE:

1. Except as specifically noted above, no allowance has been made for bonds, permits, testing, engineering, layout, inspections, excavation, butt joints, undercutting, traffic control/flagmen, barricades in ROW, striping, signage, irrigation/utility repairs (including private utility lines including street lights) winterization (including blankets and additives to concrete) or landscape restoration.
2. If undercutting is required, it will be billed at a unit rate of \$38.00/ton, with an exact quantity to be determined.
3. If additional 21AA crushed concrete is required, it will be billed at \$25.00/ton, with the exact quantity to be determined.
4. Our bid is based on completing work during the 2020 paving season in one mobilization.

Thank you for the opportunity to quote. If in reviewing the attached questions arise, please feel free to call.

Sincerely,

Tim Baugher
734-323-7744

Labor and Equipment				
Description	Quantity (HR)	Rate		Total
Low Boy Driver	6.00	\$	70.00	\$ 420.00
ASI Sawcutting	4.00	\$	70.00	\$ 280.00
ASI Project Manager	4.00	\$	90.00	\$ 360.00
Dirt Foreman	12.00	\$	70.00	\$ 840.00
Dirt Labor	12.00	\$	60.00	\$ 720.00
Dirt Labor		\$	60.00	\$ -
Sweep Truck Operator	4.00	\$	70.00	\$ 280.00
Paving Foreman	7.00	\$	80.00	\$ 560.00
Paver Operator	7.00	\$	70.00	\$ 490.00
Screwman		\$	70.00	\$ -
Grade Man		\$	70.00	\$ -
Paving Labor	28.00	\$	60.00	\$ 1,680.00
Paving Labor		\$	60.00	\$ -
Roller Operator	14.00	\$	60.00	\$ 840.00
Roller Operator		\$	60.00	\$ -
Tack Truck Operator	4.00	\$	70.00	\$ 280.00
Excavator Volvo	12.00	\$	135.00	\$ 1,620.00
Saw and Truck	4.00	\$	135.00	\$ 540.00
Foreman Pickup Truck	12.00	\$	40.00	\$ 480.00
Low Boy	6.00	\$	90.00	\$ 540.00
Hourly Semi	42.00	\$	115.00	\$ 4,830.00
Sweep Truck	4.00	\$	180.00	\$ 720.00
Tack Truck	4.00	\$	140.00	\$ 560.00
Paving Pickup Truck		\$	40.00	\$ -
Asphalt Paving Equipment	7.00	\$	350.00	\$ 2,450.00
Total Labor and Equipment				\$ 18,490.00

Material				
Description	Quantity	Rate		Total
HMA 3C	144.06	\$	69.00	\$ 9,940.14
HMA 13A	71.15	\$	74.00	\$ 5,265.10
MDOT 21AA CC Delivered	28.06	\$	13.00	\$ 364.78
Total Material				\$ 15,570.02

Subcontractors				
Description	Quantity	Rate		Total
PK Contracting	1.00	\$	1,500.00	\$ 1,500.00
Total Subcontractors				\$ 1,500.00

		Total Cost	\$	35,560.02
		15% Markup	\$	5,334.00
		Total Time and Material	\$	40,894.02



Before – Adams Road looking North



Before – Adams Road looking South



After – Adams Road looking South



MEMORANDUM

Office of City Manager

DATE: September 16, 2020
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session Section 8(c)

It is requested that the city commission meet in closed session pursuant to the Open Meetings Act Section 8(c) regarding strategy and negotiations connected with negotiation of a collective bargaining agreement.

SUGGESTED RESOLUTION:

To meet in closed session to discuss labor negotiations in accordance with Section 8(c) of the Open Meetings Act

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)



MEMORANDUM

Human Resources Department

DATE: September 10, 2020

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, HR Manager *BIM*

SUBJECT: Proposed Settlement Agreement and Contract Renewal with Birmingham Police Officers Association

The Birmingham Police Officers Association (BPOA), affiliated with the Police Officers Association of Michigan (POAM), represents six (6) sergeants, nineteen (19) officers, and eight (8) dispatchers. The current Collective Bargaining Agreement expired on June 30, 2019.

The City and Union held several negotiation sessions beginning on May 13, 2019 and culminating in a settlement agreement reached through the State-appointed mediator on September 4, 2020. The Union membership ratified the attached settlement agreement on September 9th, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- Three-year contract – July 1, 2019 through June 30, 2022.
- A 2% wage adjustment in the first year of the contract and a 1.5% wage adjustment in each of years two and three. A modest adjustment in the second year to reflect internal equity, and an increase in the skills certification premium beginning in the second year in recognition of a new departmental annual compliance standard of training.
- A Joint Statement on Social Injustice to affirm that racism, bigotry, prejudice and social intolerance have no place in the law enforcement profession; to reinforce the commitment to the highest standards of ethical conduct; and to work together to minimize the potential for misconduct through appropriate training, reviews and communication of policies, adoption of best practices, and the commitment to an ongoing dialog such that the principles of social justice, fairness, respect, transparency, dignity, and security for all remain in the forefront of departmental culture and community engagement.
- Increased health insurance deductibles and out-of-pocket maximums, and higher prescription and emergency room co-pays.

The primary economic provisions are consistent with the City's overall bargaining strategy of balancing wages with health care and other benefits costs, and continue the trend on increased employee cost sharing for health care coverages.

The Human Resources Department recommends approval of the settlement agreement.

SUGGESTED RESOLUTION:

To approve the settlement agreement of September 4, 2020 between the City and BPOA/POAM for a renewal of the collective bargaining agreement through June 30, 2022. Further, to authorize the transfer of the appropriate funds by the Finance Department for the contract effective July 1, 2019.

**PROPOSAL
THROUGH THE MEDIATOR
NOT TO BE USED IN ANY ACT 312 PROCEEDING**

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Police Officers Association ("the Union"), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals:

1. The parties' new contract will be in effect from July 1, 2019 through June 30, 2022.
2. The parties' new contract will be the same as the parties' current agreement, except as modified by this Agreement.
3. Revise Articles III and IV to read as follows:

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employees next pay after the error has been called to the Employer's attention by the Employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

4. Effective as soon as practicable after ratification of this Agreement by both parties, increase health insurance deductible from \$500/\$1000 to \$600/\$1200.
5. Effective as soon as practicable after ratification of this Agreement by both parties, increase health insurance out-of-pocket maximums from \$1000/\$2000 to \$1100/\$2200.

6. Effective as soon as practicable after ratification of this Agreement by both parties, increase ER visit co-pay from \$125 to \$150.
7. Effective as soon as practicable after ratification of this Agreement by both parties, revise Rx co-pays from \$20/\$45/\$45 to \$25/\$50/\$50. Proton Pump Inhibitors are not covered unless the physician deems it to be medically necessary.
8. Increase wages as follows:
 - July 1, 2019 2.0% on each step of all wage rates set forth on Exhibit A to the contract (retroactive to 7-1-19).
 - July 1, 2020 SerGeants and Officers:
\$500.00 added to each wage step set forth on Exhibit A to the contract
Plus 1.5% on each step of all wage rates set forth on Exhibit A to the contract (retroactive to 7-1-20).

Dispatchers:
\$500.00 added to each wage step set forth on Exhibit A to the contract
Plus 1.5% on each step of all wage rates set forth on Exhibit A to the contract (retroactive to 7-1-20)

Maintain the current language in Article 23.4, but add the following to that Article:

"Effective July 1, 2020, unit members who have less than four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1.4% in salary as reflected in the attached salary tables. Unit members who have achieved four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 4.0% in salary as reflected in the attached salary tables.

Effective July 1, 2020, unit dispatch members who have achieved compliance with the department's mandatory annual dispatch compliance standard of training (See attached Exhibit) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1% in salary as reflected in the attached salary tables.

The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation."

July 1, 2021 1.5% on each step of all wage rates set forth on Exhibit A to the contract.

9. Effective as soon as practicable after ratification of this Agreement by both parties, revise Exhibit A to provide that when a member of the bargaining unit is promoted to the rank of Sergeant, he or she will be placed on the lowest level of the Sergeant pay scale which provides him or her with an increase in wages.
10. Effective as soon as practicable after ratification of this Agreement by both parties, increase dental cap to \$1500.00.
11. Union's and City's proposed language changes: see attached.
12. Add the following as Article XXXI, and renumber remaining Articles:

JOINT STATEMENT ON SOCIAL INJUSTICE

The parties affirm that racism, bigotry, prejudice and social intolerance have no place in our society or in the law enforcement profession. To earn and maintain the trust of the entire community, which is a necessary and basic pre-requisite for policing, law enforcement must consistently hold itself to the highest standards of ethical conduct and take action when those standards are not met. Police misconduct will not be tolerated, and the parties pledge to work together to minimize the potential for misconduct through appropriate training, reviews and communication of policies, adoption of best practices, and the commitment to an ongoing dialog to ensure that the principles of social justice, fairness, respect, transparency, dignity, and security for all remain in the forefront of departmental culture and community engagement.

13. The City withdraws all other proposals.
14. The Union withdraws all other proposals.
15. The Union will ratify the Agreement first, and will notify the City in writing when the Agreement has been ratified.

Dated: 9/4/2020


THE CITY





Joseph Lambert
m.l. 



THE UNION

 9/4/20

 9/4/20

 9/7/20

Port

EXHIBIT

Department Mandatory Annual Compliance Standard of Training

The attached list of required training represents mandatory standards as set forth by the Michigan Commission on Law Enforcement Standards (MCOLES), mandatory standards required by the Michigan Association of Chiefs of Police (MACP) Accreditation Program and other standards as developed and required by the Birmingham Police Department. These training standards represent skills and knowledge that may be utilized by all officers on a daily basis and therefore are mandatory.

Additionally, officers will be selected/assigned to a variety of specialization training programs to increase their skills and abilities. A minimum of two are required for the skills premium.

A. All Sworn Police Officers:

1. Firearms Qualification (both handgun and long gun) consistent with the MCOLES standard of proficiency – Every year
2. Defensive Tactics/Subject Control/Use of Force Continuum/Officer Safety consistent with PPCT standard of proficiency – Every year
3. Taser consistent with Taser level of proficiency – Every year
4. Legal Update to be administered by the City Attorney consistent with MCOLES legal update performance standards - Every year
5. HAZMAT and Narcan to be administered by the Birmingham Fire Department – Every year
6. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department - Every 2 years
7. FEMA – As required by the Department of Homeland Security
8. LEIN (Law Enforcement Information Network) certification/Security Awareness (mi-train) administered by the Michigan State Police – Every 2 years
9. Driving Instruction/Vehicle Pursuits administered by department staff and/or outside training – Every 3 years
10. Cultural Diversity/Biased Based Policing administered by department staff and/or outside training – Every 3 years
11. Mental Illness administered by department staff and/or outside training – Every 3 years
12. Ethics to be administered by department staff/outside training – Every 3 years
13. Supervision and Care of Detainees administered by department staff/outside training – Every 3 years

B. All Dispatchers:

1. Within 24 months of the date of hire, complete eighty (80) hours of telecommunications training as administered by the Michigan Public Service Commission (MPSC)
2. Complete 24 hours of continuing education every two (2) years

3. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department – Every 2 years
4. LEIN (Law Enforcement Information Network) certification and Security Awareness (mi-train) administered by the Michigan State Police – Every 2 years
5. Emergency Medical Dispatch (EMD) certification and renewal – Every 2 years
6. Supervision and care of detainees administered by department staff/outside training – Every 3 years

The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation.

CITY OF BIRMINGHAM
-and-
POLICE OFFICERS ASSOCIATION OF MICHIGAN
CITY'S RESPONSES TO UNION'S LANGUAGE PROPOSALS

City agrees to the following language proposals:

Article 4.4

Article 6.3

Article 7.1, Step 6

Article 8.1

Article 9.2

Article 9.3

Article 10.5, but re-letter after elimination of Article 10.5(b)

Article 14.10

Article 14.13(a)-(f)

Article 14.14

Article 15.2

Article 17.1

Article 19.1

Article 24.1

Article 26.1

Article 27.1

Article 28.2

Article 29.1

Typographical error in word "minimum" on wage scales

Typographical error in PA 152 Letter of Understanding

City Position on remainder of language Proposals:

Article 2.1: "employee" should be plural ("employees")

Article 10.3: revise as follows:

~~Pension Factor. Effective July 1, 1990 for police officers retiring after July 1, 1990, Chapter XIX will be amended to provide that for police officers the computation of the pension benefit shall be changed from 2.25% times the first thirty (30) years of service and 1% times each year of service thereafter as a police officer, to 2.5% times the first thirty (30) years of service as a police officer and 1% times each year of service thereafter as a police officer.~~

~~Effective July 1, 1995, for police officers, the above referenced pension benefits shall be calculated on the basis of 2.85% times the first thirty (30) years of service and 1% thereafter to a maximum benefit of 90%. This provision applies only to employees retiring after July 1, 1995. Employees retiring prior to July 1, 1995 shall be governed by the provisions of the retirement system in effect on the date of their retirement.~~

Effective July 1, 2002 for police officers retiring after July 1, 2002, the pension benefit shall be calculated on the basis of 3.0% **of final average compensation** times the first thirty (30) years of service and 1% thereafter to a maximum benefit of 95%.

~~Effective July 1, 1990, for Dispatchers and Paraprofessionals retiring after July 1, 1990, the percentage used for computing retirement benefits shall be changed from 1.5% of the first \$4,200 of final average compensation, and 2% of final average compensation above \$4,200 times all years of service, to 2% of final average compensation, as applied under Chapter XIX of the General Employee Retirement System, times all years of credited service. Effective January 1, 2000, for Dispatchers and Paraprofessionals who retire after January 1, 2000, such percentage shall be revised to 2.25% times all years of credited services.~~

Effective July 1, 2002 for dispatchers **and paraprofessionals** who retire after July 1, 2002, the pension benefit shall be calculated on the basis of 2.5% **of final average compensation** times all years of credited service.

Article 10.8: revise as follows:

~~All employees covered by this Agreement shall contribute three (3%) percent of his/her annual compensation to fund retirement benefit under the applicable chapter of the City Charter. July 1, 1995, police officers shall contribute 4.91% of his/her annual compensation to fund retirement benefits under the applicable chapter of the City Charter.~~

~~Effective July 1, 2004, police officers shall contribute 5% of annual compensation to fund retirement benefits with 4% to the pension fund and 1% to~~

~~the retirement health care fund.~~ Effective July 1, 2005, police officers shall contribute 5% of annual compensation to fund retirement benefits ***under the applicable Chapter of the City Charter*** with 3% to the pension fund and 2% to the retirement health care fund

~~Effective July 1, 2004, dispatchers will contribute 4% of annual compensation to fund retirement benefits with 3% to the pension fund and 1% to the retirement health care fund;~~ Effective July 1, 2005, dispatchers will contribute 5% of annual compensation to fund retirement benefits ***under the applicable Chapter of the City Charter*** with 3% to the pension fund and 2% to the retirement health care fund.

The City will make application to the IRS under Section 414 (h) for an "employer pick-up" provision with regard to the employee retirement contribution called for in Article X -- Retirement, Section 10.8 of the contract. It is understood that employees will continue to make the contributions called for in Section 10.8, but that, upon IRS approval, such contributions will then be on a pretax rather than after tax basis in accordance with these provisions. The City ordinance governing the retirement plan shall be amended as required to reflect the inclusion of this provision.

Article 10.10: revise as follows:

Employees hired on or after July 1, 2011 shall not be covered under the Birmingham Employees Retirement System current defined benefit retirement plan, except as provided below for Duty Disability, Non Duty Disability and Death benefits.

Employees hired on or after July 1, 2011 shall be covered under the Birmingham 401(a) defined contribution plan as administered by the ICMA (or equivalent). The City and the employee shall make contributions as follows:

Employer: ~~12%~~ 15% of earnings

Employee: ~~5%~~ 6.5% of earnings

	<u>Effective 1/1/2017</u>	<u>Effective 7/1/2018</u>
Employer:	14% of earnings	15% of earnings
Employee:	6% of earnings	6.5% of earnings

Article 12.2: revise as follows:

~~The Educational Assistance Program will provide up to four hundred (\$400.00) dollars tuition reimbursement per fiscal year.~~

-- Effective July 1, 1999 – ~~the~~ Educational Assistance Program will provide up to One Thousand (\$1000) Dollars tuition reimbursement per fiscal year.

Articles 14.3, 14.4, and 14.13(h): leave current contract language with existing Letter of Understanding

Article 23.4: leave current contract language

Article 28.14: delete the first two (2) paragraphs

Articles 32.1 and 32.2: keep language for motorcycles – agree to strike language as to mounted patrol

Revise Articles 18.3 and 18.4 as follows:

18.3 If a Lieutenant scheduled to work is absent and ~~the City determines to replace such Lieutenant, the work shall first be offered to the Sergeant on the shift on which the absence occurs~~ no other Lieutenant/Sergeant is on duty, the City will replace such position with a Lieutenant/Sergeant. ~~In the event the Sergeant is unable to perform the work, then the provisions of Section 18.1 shall be applied work shall be performed by a Lieutenant or Sergeant.~~ The work shall first be offered to a Sergeant following the provisions of Section 18.1. In the event no Sergeant volunteers for the assignment, Lieutenants may volunteer and an assignment will be made based on seniority. If no Lieutenant volunteers, a Sergeant will be ordered by seniority.

18.4 Whereas practicable, the ~~officer in charge~~ on duty supervisor will consult with a union representative on duty to insure the proper procedures are followed. Agreement by a union representative as to this decision will be binding on the union and will preclude any grievance. Union representative will be designated in writing each year at the beginning of work schedule number one (1).



Ben Myers <bmyers@bhamgov.org>

BPOA Settlement Agreement

Mike Simpson <msimpson@bhamgov.org>
To: Ben Myers <bmyers@bhamgov.org>

Wed, Sep 9, 2020 at 11:11 AM

We have counted the votes and the TA has been officially ratified.

Thanks,

Mike Simpson #59
Detective Sergeant
Birmingham Police Department
Office: 248-530-1770
Cell: 248-763-6836
Fax: 248-530-1761
msimpson@bhamgov.org



[Quoted text hidden]



MEMORANDUM

Human Resources Department

DATE: September 15, 2020

TO: Joseph A. Valentine, City Manager

FROM: Benjamin I. Myers, Human Resources Manager *BIM*

SUBJECT: 2020-21 Compensation Recommendations for Department Heads and Administrative / Management Employees

INTRODUCTION

Current Administrative/Management employees consist of 10 City department heads, and approximately 25 other full-time professional employees who are not represented by any labor organization. Settled collective bargaining agreements with the Teamsters DPS employees and Police Command Association include wage increases of 2.0% and 2.5%, respectively, for the 2020-21 fiscal year. The new Police Officers Association settlement agreement scheduled for the Commission's approval on September 21st includes a 2020-21 base wage adjustment of 1.5% which equates to 2.06% when factoring in the \$500 negotiated lump sum amount for that year. Administrative/Management employees have not yet received any wage adjustments for the 2020-21 Fiscal Year.

BACKGROUND

Performance-Based Pay

Individual administrative and management staff do not receive automatic adjustments in conjunction with salary table changes as do employees in bargaining units. Actual increases for this group are determined through annual performance evaluations. The guidelines that connect performance review scores to salary adjustments continue to reward high-quality performance within the confines of the salary range while withholding such rewards when performance is less than high quality. HR recommends in-range performance increases based upon department head recommendations, and HR and City Manager approval, for the Department Heads and Administrative/Management group (including part-time staff not represented by a labor organization).

Performance Increment

In the past, the Commission has approved a variable pay component for management staff. This provides individuals at or near their salary range maximum the ability to achieve a performance increment (currently 18 key staff members). This performance increment, when achieved, is not built into base salary, but is a one-time lump sum payment and is subject to City Manager and HR approval. For Fiscal Year 2020-21, HR recommends an increment of up to 2%.

Health Care Cost Sharing

The City has established a pattern of increasing employee cost sharing for health care. Accordingly, and consistent with recent changes to other City employee group health plans, it is recommended that the following additional employee cost sharing measures be implemented,

effective January 1, 2021: increase of the generic drug employee co-pay to \$25; and elimination of coverage for acid reflux medications (proton pump inhibitors) that are available over-the-counter, unless the physician deems the medication to be medically necessary.

LEGAL REVIEW

No legal review is required.

FISCAL IMPACT

Funds are available and budgeted in the Fiscal Year 2020-21 Budget.

SUMMARY

For Fiscal Year 2020-2021, HR recommends a 2% salary table adjustment for Department Heads and Administrative/Management classifications, as well as for part-time employees not represented by labor organizations, effective July 1, 2020, and in-range increases based on performance in accordance with the attached merit increase guidelines.

Further, HR recommends approval of additional employee health care cost sharing measures, including an increase in the office visit copay and elimination of coverage for acid reflux medications as specified above in this memorandum.

ATTACHMENTS

7/1/2020 Merit Increase Guidelines

SUGGESTED RESOLUTION:

A. To approve the recommendation by the Human Resources Department to implement a 2% salary table adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2020.

AND

B. To approve the recommendation by the Human Resources Department to implement the 2% performance increment through June 30, 2021 with individual eligibility to be determined in accordance with the merit increase guidelines.

AND

C. To approve the additional employee health care cost sharing measures, effective January 1, 2021, to increase the generic drug employee co-pay to \$25 and to eliminate coverage of proton pump inhibitors that are available over-the-counter, unless the physician deems the medication to be medically necessary.

AND

D. To approve the transfer of the necessary funds by the Finance Department to the respective departmental personnel accounts.

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2020 Merit Increase Guidelines

For employees currently occupying a position **at or above the 75th Percentile** of their salary range on the July 1, 2020 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+ 3.0%	2.0%	4.50 to 5.00
+ 2.0%	2.0%	4.00 to 4.49
+ 1.0%	2.0%	3.50 to 3.99
0.0%	2.0%	3.00 to 3.49
-1.5%	2.0%	2.50 to 2.99
-2.5%	2.0%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2020 Merit Increase Guidelines

For employees currently occupying a position **below the 75th Percentile** of their salary range on the July 1, 2020 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+6.5%	2.0%	4.50 to 5.00
+4.5%	2.0%	4.00 to 4.49
+2.5%	2.0%	3.50 to 3.99
+1.5%	2.0%	3.25 to 3.49
0.0%	2.0%	3.00 to 3.24
-1.5%	2.0%	2.75 to 2.99
-2.5%	2.0%	2.50 to 2.74
-3.5%	2.0%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

DATE: September 16, 2020

TO: Joseph A. Valentine, City Manager

FROM: Melissa Fairbairn, Management Intern

SUBJECT: Presentation on Public Engagement Platforms

INTRODUCTION:

At the July 13, 2020 City Commission meeting, staff was asked to investigate public engagement platforms and present research to the Commission.

RESEARCH:

To identify the platforms that may be useful to the City, five (5) platforms were reviewed. Each of these platforms was designed to bring citizens into the governmental decision-making process for master planning, park development and renovation, and infrastructure projects. Cities also use public engagement platforms as a space to receive and respond to feedback and gather proposals for new programs from their residents. Public engagement platforms offer methods such as polls, forums, surveys, idea boards, participatory budgeting games, and pinnable maps to encourage citizen participation.

Three of the platforms, Bang the Table, CitizenLab, and PlaceSpeak, offer the full set of features that the City of Birmingham may want to use for future public engagement opportunities. The MetroQuest and Thought Exchange platforms were designed primarily for transit or budgeting and therefore do not offer a full complement of options for engagement.

	Forum	Idea Board	Map	Polls	Surveys	Staff Contact	Project Timeline
Bang the Table	✓	✓	✓	✓	✓	✓	✓
PlaceSpeak	✓	✓	✓	✓	✓	✓	✓
CitizenLab	✓	✓	✓	✓	✓	✓	✓
Thought Exchange	✓	✓		✓	✓		
MetroQuest			✓	✓	✓		

Bang the Table has an extensive list of U.S. clients including Mercer Island, WA, Boulder, CO, and Kingston, NY as well as many more clients in Canada, Australia, New Zealand, and the United Kingdom. Bang the Table offers many tools that cities can use to structure their public engagement programs. City staff can choose which tools to implement based on their engagement needs for a particular project. These tools include:

- *Polls*
- *Surveys*
- *Forums*

- *Ideas*: A tool that allows residents to share their ideas either about a specific project or generally about the city
- *Places*: A map tool that residents can use to drop a pin on a site map and describe how they use the location, features that they would like added, or repairs that need to be made
- *Stories*: Invites residents to tell a story about an experience or a problem in the city
- *Guestbook*: A space for moderated commenting
- *Questions*: A Q & A tool in which residents can ask questions and receive replies from the staff
- *Administrative Tools*: data management, demographic analysis, response clustering, comment analysis, auto-moderation for spam

CitizenLab has many European clients including Linz, Austria and Leuven, Belgium. Vancouver, Canada has also used the CitizenLab platform. CitizenLab offers many of the same features as Bang the Table as well as a participatory budgeting tool. CitizenLab describes these features as a modular toolkit that offers cities flexibility in the structure of their engagement projects. These tools include:

- *Surveys*
- *Polls*
- *Scenarios*
- *Q & A*: Residents can use this tool to ask questions about a project & receive answers from staff
- *Citizen Proposals*: Allows residents to propose a project or a policy change
- *Mapping*: Allows residents to pin their ideas or feedback on a map
- *Ideation*: A tool that allows residents to share their ideas
- *Budget Game*: Allows residents to determine which projects they would allocate available funds to
- *Online workshops*
- *Administrative Tools*: data management, demographic analysis, response clustering, comment analysis, auto-moderation for spam

PlaceSpeak also offers a variety of tools for cities to use to promote engagement. PlaceSpeak has been used by many cities in Canada including Lakeshore, ON and Duncan, BC. PlaceSpeak's user interface is more map-focused than the other platforms. Residents who sign up with PlaceSpeak are able to interact with the City of Birmingham, other nearby municipalities, or Oakland County as those governmental bodies created PlaceSpeak accounts. PlaceSpeak's features include:

- *Polls*
- *PlaceIt*: Residents can pin the location of their feedback on a map of their community
- *Discussions*: Residents can post and respond to comments from other residents or the City
- *Noticeboard*: Residents can post ideas
- *Administrative Tools*: Comment moderation, sentiment analysis, geo-fencing topics

LEGAL REVIEW:

There is no legal review required.

FISCAL IMPACT:

Each of these services are subject to an annual agreement. EngagementHQ and CitizenLab require onboarding fees.

Bang the Table EngagementHQ: \$13,000/yr and \$1,900 onboarding fee

CitizenLab: \$9,500/yr and \$2,400 onboarding fee

PlaceSpeak: \$4,900/yr (for 1 project)

SUMMARY

Staff will provide a demonstration of these platforms and can discuss these tools further to determine how we should proceed.

ATTACHMENTS

There are no attachments with this report.



September 17, 2020

Birmingham City Commission
151 Martin St.
Birmingham, MI. 48009

RE: Current Zoning Ordinances

Dear City Commissioners,

I am a current Office/Commercial Property Owner in the City of Birmingham, Some of my Property Holdings are as follows

700 N. Old Woodward
574 N. Old Woodward
1120 E. Lincoln
203 Pierce St
34164 & 34186 Woodward
33722 Woodward Ave
33692 Woodward Ave

Over the last several years, many tenants wanted to come to the City of Birmingham and do business. They range from health and fitness uses to various take-out food establishments that wanted the ability to sell Beer and Wine for Off Premise consumption. Current Zoning such as 0-2, B2B have prohibited such uses and as a result, we lost the ability to rent space and bring a new tenant to our city.

It is my Opinion as well as some fellow Property Owners that the 0-2, B2B and some of the current parking requirements for some uses has been the biggest hurdle to attract new Tenants

This has been an issue before Covid-19 and now has become front and center as all retail trends are changing and some Tenant turnover is taking place. I am not in anyway looking for wholesale changes to Zoning Ordinances, but there are small tweaks that can be done that are positive for the City, the residents and Property owners.

Some of these changes can be governed with Special Land Use approval and other means to make sure all sides benefit.

I also want you to know that I am solution based for all parties and want to discuss this in more detail when possible. I am not looking for a benefit only to my portfolio, but the City of Birmingham, residents and other property owners.

I look forward to your feedback soon.

Sincerely

A handwritten signature in blue ink, appearing to read 'Kevin Denha', is written over the printed name.

Kevin Denha

DATE: September 17, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Birmingham Police Department Traffic Citation
Race/Gender/City Analysis and Chart of Department
Personnel by Race

Per your direction, I have researched and compiled the following analysis of traffic citation data as it relates to race, gender and city of residence based on a request for this information. Given that this information is not normally gathered, it was compiled exclusively for this report. This report is intended to illustrate a demographic comparison of the areas we serve with the contacts we make. I believe the methodology used portrays an accurate analysis of the actual data for informational purposes.

Race/Gender/City Analysis

In the ordinary course of business, the Birmingham Police Department does not monitor or gather data to track the race, gender, ethnicity, religion or any other identifier of any subject issued a traffic citation. Officers issue citations to motorists based on violations of the Michigan Motor Vehicle Code or the Uniform Traffic Code. After making a traffic stop for a violation, officers use their discretion when deciding whether a citation will be issued. Officers are encouraged to use their professional training, common sense, the nature of the violation and empathy when determining the appropriate course of action. These actions range from citations, warnings, call to parents and verbal counseling.

In addition to respect for those human rights prescribed by law, police department employees will treat all persons with the courtesy and dignity that every person is inherently due. Police department employees will act, speak and conduct themselves in a professional manner and maintain a courteous, professional attitude in all contacts with the public.

In the interest of openness and transparency in our community, the police department conducted a review of citations issued for all of 2019 and through July 31, 2020. Citations were examined for race, gender and city of residence. After careful consideration and review, the police department used the tri-county area of Oakland, Macomb and Wayne counties as a baseline to begin a comparative analysis with Birmingham data. Woodward Ave is a main artery that runs through the City in addition to other main roads like Big Beaver, Quarton, Maple, Fourteen, Coolidge, and

Southfield roads. Birmingham is a destination city for a number of reasons. Our downtown has a vibrant shopping district and a diverse collection of restaurants operating both day and night. Finally, the City has a substantial influx of employees working in the business, office and service industries. In addition to our residents, people are coming and going into and out of the City from throughout the tri-county area. Other organizations, such as the Detroit Free Press, in an article on August 20, 2020, also came to the same conclusion when examining the issue of diversity of their staff as it relates to the area the paper covers. Detroit Free Press Editor Peter Bhatia stated that the Free Press chose to use census data of the tri-county area of Oakland, Macomb and Wayne counties to use as a baseline of statistics in a comparative way. The police department used the most recent census, 2010, to examine the demographics of each county in order to determine an average demographic (see chart A).

Chart "A"

2010 US Census						
	White	Black	Asian	Hispanic	Male	Female
Oakland	77.30%	13.60%	5.60%	3.50%	48.52%	51.48%
Macomb	85.40%	8.60%	3.00%	2.30%	48.70%	51.30%
Wayne	52.30%	40.50%	2.50%	5.20%	48.02%	51.98%
Average	71.67%	20.90%	3.70%	3.67%	48.41%	51.59%

All traffic citations issued by police departments in Michigan use the standard State of Michigan Uniform Law Citation form (form UC-01a). There are (5) categories of race that an officer can choose from when filling out the "race" category on the citation: White, Black, Asian/Pacific, American Indian and Unknown. Chart "B" lists the total number of citations issued by the Birmingham Police Department (for time periods listed earlier), the total number of citations issued for each of the (5) categories of race and the percentage of overall citations for each.

Chart "B"

Birmingham Police Department Citations by Race						
Year	Total Tickets	White	Black	Asian/Pacific	Amer. Indian	Unknown
2020	2225	1441	374	36	1	373
		64.76%	16.81%	1.62%	0.04%	16.76%
2019	7198	4890	1287	139	1	881
		67.94%	17.88%	1.93%	0.01%	12.24%

Chart "C" lists the total number of tickets issued by gender and the percentage for each of the (3) categories. Again, using the State of Michigan Uniform Law Citation form, an officer can choose one of three options as it relates to a person's gender on the citation: Male, Female and Unknown.

Chart "C"

Birmingham Police Department Citations by Sex			
Year	Male	Female	Unknown
2020	1338	844	43
	60.13%	37.93%	1.93%
2019	3922	3184	92
	54.49%	44.24%	1.28%

In 2019, 16.3% of all citations issued by the Birmingham Police Department were to Birmingham residents and 13% of all tickets issued in 2020 were to Birmingham residents. After determining what percentage of citations were issued to City residents, staff searched all cities bordering Birmingham as well as the two largest cities along the Woodward corridor, Detroit and Pontiac to determine what percentage of citations issued by the Birmingham Police Department were from those cities. Chart "D" below indicates the percentage of citations issued to residents of those cities.

Chart "D"

Birmingham Police Department Citations Issued by City									
Year	Total Tickets	Bham	Troy	Royal Oak	Bloomfield	Bloomfield Hills	Beverly Hills	Detroit	Pontiac
2020	2225	287	115	100	265	178	56	115	77
		12.90%	5.17%	4.49%	11.91%	8.00%	2.52%	5.17%	3.46%
2019	7198	1174	510	381	985	642	228	537	245
		16.31%	7.08%	5.29%	13.68%	8.92%	3.17%	7.46%	3.40%

Chart "E" further examines the city totals by reviewing the population of each of those cities to determine what percent of the population in each city received a citation from the Birmingham Police Department.

Chart "E"

Percent of Population								
	Bham	Troy	Royal Oak	Bloomfield	Bloom. Hills	Beverly Hills	Detroit	Pontiac
Population	21,389	84,092	59,277	41,945	4,009	10,267	670,031	59,438
% ticketed 2020	1.34%	0.14%	0.17%	0.63%	4.44%	0.55%	0.02%	0.13%
% ticketed 2019	5.49%	0.61%	0.64%	2.35%	16.01%	2.22%	0.08%	0.41%

Chart of Department Personnel by Race

It is the policy of the City of Birmingham, an equal opportunity employer, that the City will not tolerate discrimination against any employee or applicant on the basis of religion, race, color, national origin, age, sex, sexual orientation, sexual identity, transgender status, height, weight, marital status or handicap. In keeping with that policy, the City will not tolerate harassment by any of its employees, citizens, or vendors. The City considers harassment on the basis of religion, race, color, national origin, age, sex, sexual orientation, sexual identity, transgender status, height, weight, marital status or handicap to be a very serious offense which will result in disciplinary action of the offender, regardless of the offender's position with the City.

Additionally, as a Sub-Recipient of Federal Highway Funding through MDOT, the City is required to have a Non-Discrimination Plan under Title VI of Civil Rights Act of 1964. Under the City's Title VI Plan, the City reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the provision that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Chart "F" displays the demographic make-up of the entire staff of the Birmingham Police Department as of June 9, 2020.

Chart "F"

Birmingham Police Department: All Department Staff						
Year	PD Employees	White	Black	Asian/Pacific	Amer. Indian	Other
2020	68	62	5	0	0	1
		91.18%	7.35%	-	-	1.47%
2019	68	61	6	0	0	1
		89.71%	8.82%	-	-	1.47%

Chart "G" displays the demographic make-up of the sworn personnel of the Birmingham Police Department as of June 9, 2020.

Chart "G"

Birmingham Police Department: All Sworn Department Staff						
Year	Sworn Officers	White	Black	Asian/Pacific	Amer. Indian	Other
2020	33	31	1	0	0	1
		93.94%	3.03%	-	-	3.03%
2019	33	30	2	0	0	1
		90.91%	6.06%	-	-	3.03%

Chart "H" displays the City of Birmingham's 2010 Census population demographics.

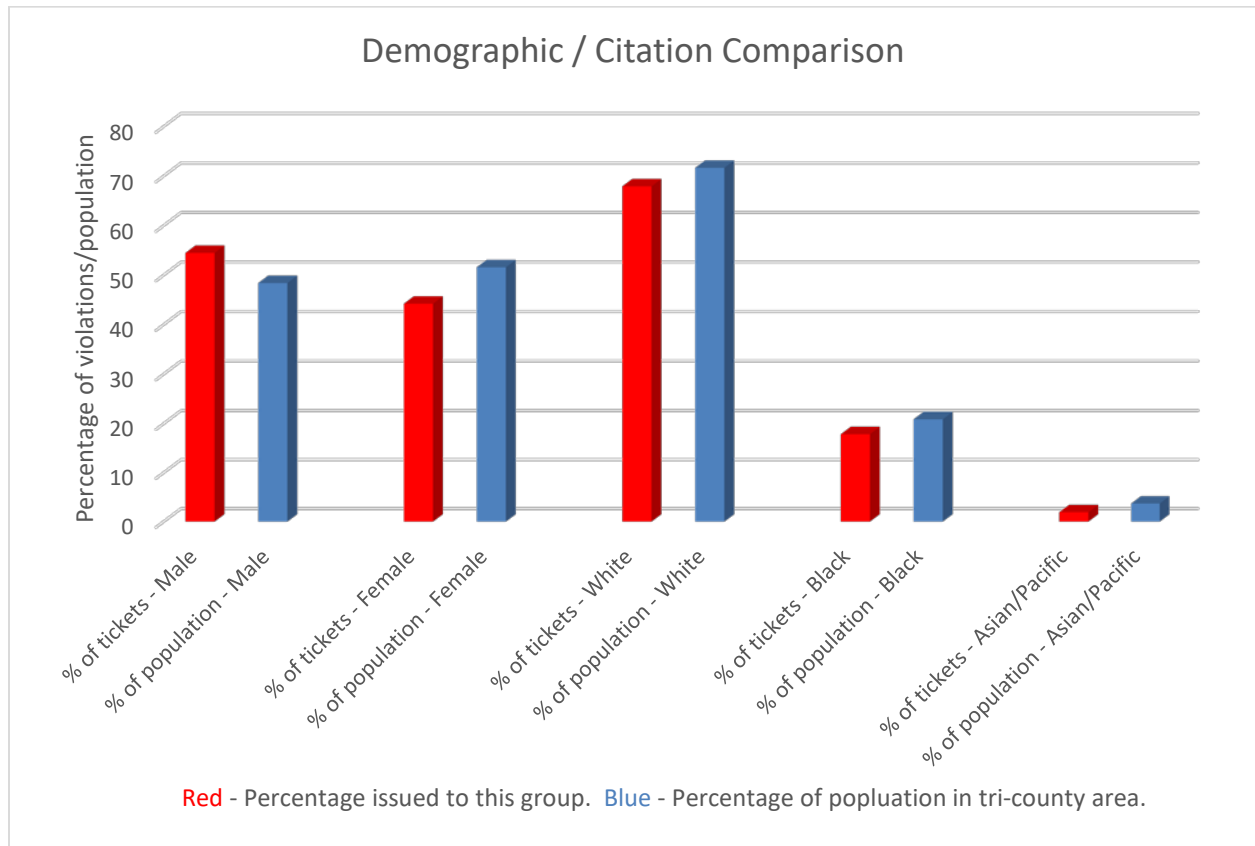
Chart "H"

2010 City of Birmingham Census Population Demographics	
White	90.75%
Black	2.99%
Asian	2.49%
2 or more races	1.42%
Other	0.27%

SUMMARY

Chart "I" illustrates the demographic percentage for gender (male or female) and race (white, black or Asian) from the tri-county area in blue and the percentage of citations issued to that particular demographic by the Birmingham Police Department in red. The only category where the percentage of citations issued by the police department exceeds the demographic of the population are citations issued to males.

Chart "I"



If there are any questions concerning the information presented in this report, the police department will be happy to clarify, address or discuss any area subject matter.

DATE: September 11, 2020

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Staff Report – Terminating Vista Recommendations Framework and Goal Timeline

On August 24th, 2020, a report by the Public Arts Board on ways to enhance Terminating Vistas through the use of public art was presented and approved unanimously by the City Commission. This report included a series of five recommendations. Staff was requested to provide a framework for implementing the recommendations in the report and include information regarding priorities, any costs associated with implementation, as well as what items need to be reviewed by relevant boards and an estimated timeframe for when this will occur.

A table indicating the framework of priorities as well as the implementation recommendations, costs, and approval processes has been included. The priorities in the framework are based on the Recommendations and Implementations section, page 19 of the Terminating Vista Report by the Public Arts Board. A chart indicating a suggested goal timeline has also been provided and illustrates a general estimation of which board will review recommendations and when.

For priority one, recruiting public art, the Public Arts Board is currently in the process of putting together a call for entry to recruit new artwork for 2021. The board has five tentative locations selected at the time which include Linden Park and Poppleton Park, as well as the terminating vistas for Henrietta & Maple, Woodward and S. Old Woodward intersection, and Hamilton Row & N. Old Woodward.

For priority two, revising the installation process, staff would like to coordinate input from Department of Public Services on past sculpture installations and receive feedback on issues and recommendations of theirs for dealing with artists and the installation process. The Engineering Department would also be consulted regarding an ideal timeline to incorporate any necessary pad installations with the annual concrete sidewalk program. Doing so is much more cost effective due to the upfront costs of labor, trucks, and materials.

For priority three, revising policy regarding City standard utilities and benches, the Planning Board may wish to recommend changes but the board has a number of items on their action list, therefore staff has recommended the report be considered during the joint meeting in June 2021 where agenda items may be prioritized.

For priority four, permitting wall art, staff recommends policy review and recommendations from both the Public Arts Board and Design Review Board before City Commission review.

For priority five, adding a public notification process for public art, the Public Arts Board will review various notification processes and recommend a notification policy that will encourage public input on projects.

The attached framework and timeline contains a generalization of how the recommendations may be implemented. The general assumptions are that new policy recommendations require several meetings for discussion with the relevant boards before being finalized and sent to the City Commission for review and approval. There is a general understanding from the Public Arts Board that some recommendations may take longer than others, and concepts may be sent back to boards for further review.

Terminating Vista Recommendation and Implementation Framework

Priority	Recommendation	Background	Implementation	Costs	Approval Process
1	Use public art such as sculptures, artistic furniture, artistic utilities, landscaping and wall art to enhance the City's Terminating Vistas.	Public Arts Board is responsible for recruiting and recommending public art in various locations throughout the City.	<ol style="list-style-type: none"> Public Arts Board creates call for entry to recruit art donations and loans. This includes a request for an artist stipend fund to assist with installation before sending out. Public Arts Board reviews art pieces submitted and selects artwork for recommendation. 	\$2,000 per piece if approved, no more than \$10,000 total per year.	<ol style="list-style-type: none"> Public Arts Board Parks and Recreation Board (if on greenspace) City Commission
2	Revise the sculpture installation process to incentivize sculptures on loan and to make the installation process more efficient for artists and City staff.	<p>Issues have arisen regarding responsibility for installation and removal.</p> <p>City Employees may not have expertise to install unique pieces of art.</p> <p>Sculpture installation requirements have varied over the years, particularly related to concrete pads.</p>	<ol style="list-style-type: none"> Public Arts Board recommends revisions to art on loan agreement to allow City to assist with installation and removal to ensure quality control and manage liability. Public Arts Board creates RFQ for sculpture installation specialist to assist with mount fabrication and consult on installation process if necessary. Public Arts Board coordinates with Engineering Department's annual sidewalk program to install concrete base pads. 	<p>Up to \$5,000 for art installation specialist per year.</p> <p>Costs associated with concrete base pad installation (Much more cost efficient to incorporate with Engineering sidewalk program).</p>	<ol style="list-style-type: none"> Public Arts Board City Commission <p>* Input from Engineering and DPS strongly recommended</p>
3	Revise City policy towards city-standard furniture and utilities to allow for an occasional artistic variation in Terminating Vistas.	City-standard benches and lightpoles are required in the downtown.	<ol style="list-style-type: none"> Planning Board reviews Terminating Vista report to consider additional Terminating Vista locations as well as possible ordinance changes to permit artistic furniture and utilities. 	No Cost (In house)	<ol style="list-style-type: none"> Planning Board City Commission
4	Create a new policy and review process to allow murals and other various forms of wall art.	The Sign Ordinance currently prevents wall art.	<ol style="list-style-type: none"> Design Review Board considers definition for wall art in Sign Ordinance and Zoning Ordinance to help clarify difference between art and commercial signage. Design Review Board considers review process for wall art that possibly includes Public Arts Board. 	No Cost (In house)	<ol style="list-style-type: none"> Design Review Board Public Arts Board City Commission
5	Establish a public notification policy for art projects on public property.	There is no formal public notification process for art proposals on public property.	<ol style="list-style-type: none"> Public Arts Board reviews public notification options for public art and makes recommendations for notifications process. 	No Cost (In house)	<ol style="list-style-type: none"> Public Arts Board City Commission

Terminating Vista Recommendation and Implementation Framework Suggested Timeline Goals

Recommendation Priorities

- 1 Recruit public art
- 2 Revise installation process
- 3 Allow artistic City furniture and utilities
- 4 Permit wall art such as murals
- 5 Establish public notification policy for artwork proposals

Priority	Implementation	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
1	1 - Create Call for Entry to recruit new artwork	Public Arts Board		Parks and Rec	City Commission						
	2 - Application for artwork review and recommendation								Public Arts Board	Parks and Rec	City Commission
2	1 - Consider revisions to Art on Loan Agreement			Public Arts Board			City Commission				
	2 - RFQ for sculpture installation specialist			Public Arts Board		City Commission					
	3 - Coordinate basepads with Engineering's Sidewalk Program								Public Arts Board		
3	1 - Planning Board review Terminating Vista report										TBD - Joint Meeting
4	1 - Design Review Board consider permitting wall art		Design Review Board				Public Arts Board	City Commission			
	2 - Design Review Board consider wall art review process		Design Review Board				Public Arts Board	City Commission			
5	1 - Establish Public Notification Process for Public Art					Public Arts Board			City Commission		

	City Commission
	Public Arts Board
	Planning Board
	Design Review Board
	Parks and Recreation Board

Recommendation and Implementation Priorities

Recommendation 1: Use public art such as sculptures, artistic furniture, artistic utilities, landscaping and wall art to enhance the City's Terminating Vistas

Implementation: Actively seek artists to provide various forms of artwork. Advertise in the art community for the type of art the City is seeking.

Recommendation 2: Revise the sculpture installation process to incentivize sculptures on loan and to make the installation process more efficient for artists and City staff.

Implementation: Establish an agreement with a professional sculpture installation specialist to consult and assist with sculpture installations in Birmingham. Amend the City's art on loan agreement to require approval of sculpture installation from installation consultant.

Recommendation 3: Revise City policy towards city-standard furniture and utilities to allow for an occasional artistic variation.

Implementation: Amend the Zoning Ordinance to allow an occasional deviation from city-standard benches and light poles where such items may be replaced by an artistically designed light or bench.

Recommendation 4: Create a new policy and review process to allow murals and other various forms of wall art to be placed on the exterior of a building.

Implementation: Amend Zoning Ordinance and Sign Ordinance to allow for placement of temporary and permanent murals and other various forms of wall art. The amendment should include review process by all relevant boards.

Recommendation 5: Establish a public notification policy for art projects on public property.

Implementation: Create a provision in the Public Art Section of the Municipal Code to require public notifications to be sent to residents for public art projects proposed within their area.

