

AGENDA
CITY COUNCIL STUDY SESSION
OCTOBER 10, 2022 - 6:00PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. Discussion on [Rental Dwelling Unit Registry and Inspection Follow-Up](#)
4. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made. Thank you.



Inter-Office Correspondence

DATE: October 10, 2022

TO: Gary Mekjian, City Manager

FROM: Charmaine Kettler-Schmult, Director of Planning and Community Development

SUBJECT: Rental Dwelling Unit Registry and Inspection Follow-up

The topic of Rental Dwelling Unit Registry and Inspection was last before City Council at their May 9, 2022 Study Session. Questions from the City Council required research by the City Attorney and staff. We now have responses and are ready to continue the discussion with City Council, regarding the future of Rental Dwelling Unit Registry and Inspection in Farmington Hills.

Charmaine Kettler-Schmult, Director of Planning and Community Development and Scott Lenhart, Building Official will be in attendance at the October 10, 2022 City Council Study Session. We will present information on the existing single-family rental registration, follow-up information and provide examples from other communities.

Any questions can be directed to my office (248) 871-2543.

AGENDA
CITY COUNCIL MEETING
OCTOBER 10, 2022 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers).

REGULAR SESSION MEETING BEGINS AT 7:30P.M. IN THE CITY COUNCIL CHAMBER

STUDY SESSION (6:00 P.M. Community Room – See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session meeting agenda
2. Proclamation recognizing October 2022 as [Global Diversity Awareness Month](#)

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 4 - 20)

All items listed under Consent Agenda are considered routine, administrative, or non-controversial by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items may be removed from the Consent Agenda for consideration.

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

Limited to five (5) minutes for any item of City business not on the agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

3. Consideration of approval of Agreement for Analysis of Situational Awareness Training, Traffic Stops and Citations and Arrests. [CMR 10-22-87](#)

CONSENT AGENDA:

4. Recommended approval of the Interlocal Agreement for Oakland County to Approve a Designated Assessor for the Period January 1, 2023 through December 31, 2027. [CMR 10-22-88](#)
5. Recommended adoption of a Bond Authorizing Resolution to sell capital improvement bonds to finance Capital Improvement Fund projects. [CMR 10-22-89](#)

6. Recommended approval of designation of City Depositories. [CMR 10-22-90](#)
7. Recommended approval of Collective Bargaining Agreement with Teamsters Local 214. [CMR 10-22-91](#)
8. Recommended approval of Collective Bargaining Agreement with International Association of Firefighters (IAFF). [CMR 10-22-92](#)
9. Recommended approval of Administrative and Management Benefit Recommendations. [CMR 10-22-93](#)
10. Recommended adoption of a resolution supporting the regional Nine Mile Corridor Study. [CMR 10-22-94](#)
11. Recommended approval of award of bid for Golf Course Ride-On Turf Sprayer to Revels Turf & Tractor in the amount of \$42,633.58. [CMR 10-22-95](#)
12. Recommended approval of award of proposal for Ice Arena Roof Project to Royal Roof Company in an amount not to exceed \$252,885.00. [CMR 10-22-96](#)
13. Recommended approval of award of bid for window washing for City Hall to Global Building Maintenance in an estimated amount of \$10,000 per year; with possible extensions. [CMR 10-22-97](#)
14. Recommended approval of award of proposal for CCTV, DSX door access and intrusion alarms systems purchase, installation and maintenance to Vigilante Security for a period of one year; with possible extensions. [CMR 10-22-98](#)
15. Recommended approval of purchase of John Deere Equipment with Revels Turf & Tractor in the amount of \$63,090.90. [CMR 10-22-99](#)
16. Recommended approval of a special event permit for the CARES to hold a [Halloween Trunk or Treat](#) event on October 23, 2022.
17. Recommended approval of [request for employment](#) under Section 10.01A of the City Charter for a Guest Services position.
18. Recommended approval of City Council [regular session meeting minutes](#) of September 12, 2022.
19. Recommended approval of City Council [study session meeting minutes](#) of September 19, 2022.
20. Recommended approval of City Council [regular session meeting minutes](#) of September 19, 2022.

ADDITIONS TO AGENDA

21. Attorney Report

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/ accommodations will be made.



PROCLAMATION
Global Diversity Awareness Month
October 2022

- WHEREAS,** the Universal Declaration of Human Rights was adopted by the United Nations after World War II, representing the first global expression of rights to which all human beings are inherently entitled; and
- WHEREAS,** it is essential that we remember and understand the value of each human being regardless of their nationality, color, race, sex, gender, country of origin, language, or other traits; and
- WHEREAS,** Farmington Hills is a multicultural community that supports the belief that embracing various cultures profoundly strengthens our understanding and appreciation of the world and of each other as individuals; and
- WHEREAS,** our City represents a place where diverse people and customs have come together, giving us opportunities to grow and learn from people who are different and to also appreciate the similarities that we share; and
- WHEREAS,** Global Diversity Awareness Month reminds us of the positive impact on society that is gained with diversity in our workforce, schools, places of worship, and neighborhoods; and
- WHEREAS,** in Farmington Hills, we recognize that while we may differ in our politics, religions, or philosophies, our common humanity is what brings us together as we celebrate our differences and open our minds to new views and ideas.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim October 2022 as **Global Diversity Awareness Month** in Farmington Hills and urge all citizens to appreciate the cultural differences that have helped to enrich and enhance life in our thriving and dynamic community.

A handwritten signature in black ink that reads "Vicki Barnett".

Vicki Barnett, Mayor

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022

SUBJECT: AGREEMENT FOR ANALYSIS OF SITUATIONAL AWARENESS TRAINING, TRAFFIC STOPS & CITATIONS AND ARRESTS.

ADMINISTRATIVE SUMMARY

- At the request of City Council, the Central Services Department solicited for a Professional Services agreement for an independent analysis of the Police Department Situational Awareness Training Program. As an alternate, the City also requested pricing for possible additional phases for a Traffic Stops & Citations Analysis and an Arrests Analysis of the data provided by the Oakland County Policing Transparency Dashboard.
- This important service requires subject matter expertise and the ability to perform the associated tasks in a professional, responsible, and balanced manner. Staff discussed the project with two (2) firms, Winbourne Consulting and Force Science Institute. The recommended firm, Winbourne Consulting submitted pricing for three (3) possible phases. Per the proposal the City of Farmington Hills may choose to move forward with one, two or all three phases.
 - Phase 1 – Analysis of Situational Awareness Training Program with a Not-to-Exceed level of 80 personnel hours and a 30-day period of performance schedule for a price of \$13,200, not including travel if required.
 - Phase 2 – Traffic Stops and Citations Analysis with a Not-to-Exceed level of 340 personnel hours and a six-month period of performance schedule for a price of \$56,100, not including travel if required.
 - Phase 3 – Arrests Analysis with a Not-to-Exceed level of 314 personnel hours and a six-month period of performance schedule of \$51,810, not including travel if required.

All phases will include submittal of a final report outlining findings and offering recommendations as needed.

- City staff evaluated the proposal and has determined that Winbourne Consulting is qualified to perform this important analysis. They are highly competent with extensive experience in this arena. Winbourne is a small, minority owned business founded in the year 2000 and has served more than six hundred (600) public safety organizations in the United States as well as twenty (20) foreign countries. They have subject matter experts experienced in data analysis, process assessment with a focus on public safety agencies. They have excellent references including the cities of Milwaukee, Los Angeles, New York & Columbus and came highly recommended by our technology & process consultant Plante Moran.
- Attached for your consideration are the proposal from Winbourne Consulting & associated contract. The recommendation below reflects award of one(1) or more phases as determined by City Council. Funding for this expense will be allocated from the City's General fund.

RECOMMENDATION

In view of the above, it is recommended that City Council take the following actions in three (3) separate motions:

- 1) City Council hereby authorizes the City Manager to sign an agreement and approve a purchase order with Winbourne Consulting for Phase 1 – Analysis of Situational Awareness Training Program for \$13,200 plus travel expenses as required.
- 2) City Council hereby authorizes the City Manager to sign an agreement and approve a purchase order with Winbourne Consulting for Phase 2 – Traffic Stops and Citations Analysis for \$56,100 plus travel expenses as required.

- 3) City Council hereby authorizes the City Manager to sign an agreement and approve a purchase order with Winbourne Consulting for Phase 3 – Arrests Analysis for \$51,810 plus travel expenses as required.

Prepared by: Kelly Monico, Director of Central Services

Reviewed by: Jeff King, Police Chief

Approved by: Gary Mekjian, City Manager

Farmington Hills, Michigan

Analysis of Situational Awareness Training, Traffic Stops, and Arrests

July 13, 2022 (Rev D)



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Cover Letter

July 10, 2022

Dear City Manager Mekigan:

Winbourne Consulting is pleased to submit this proposal to the City of Farmington Hills (City) to help analyze the police department's Situational Awareness training, traffic stops, and arrests. Per our conversation, we have designed this proposal in three phases.

The four-person Winbourne team for the Farmington Hills project has more than 130 years of public safety and government professional and operational knowledge. We will help the City conduct this analysis to answer questions from the city council and the citizens of Farmington Hills. We will conduct goal- and fact-gathering activities and provide objective findings and recommendations that will assist the City with determining possible actions for resolving these concerns and improving the police department's effectiveness.

Winbourne has served more than 600 public safety organizations in the United States as well as twenty foreign countries over the past 22 year. We have effectively provided our client-partners technology analysis, process and workflow assessments, strategic operational planning, data sharing and consolidation, RFP development, and vendor selection and implementation projects.

The quality of our client services is measured annually through client satisfaction surveys. Our firm has maintained a **97% highly satisfied rating** from our clients for the past 14 years. It is important we know from our customers if we are doing a good job. We are proud to maintain this high satisfaction rating — a clear indication of the relationships we build with each client, helping them solve their problems.

We look forward to working with the City on this important project. Please feel free to contact me for any questions regarding our proposal. I can be reached at telephone (202) 210-9260 and email areece@w-llc.com.

Regards,



Andrew G. Reece, President and CEO

Winbourne History

Who We Are

Winbourne Consulting, LLC is recognized worldwide as one of the leading emergency communications and management systems consulting and project management firms. For 22 years, our firm has served more than 600 public safety agencies in the United States and more than 20 countries. We provide clients with operations improvement, strategic planning, system requirements development, technology selection and installation, cybersecurity, and smart city design, project management, and implementation services.



Founded 2000



Small, Minority-Owned Business



Served 600 Public Safety & Justice Clients



1st Office in Washington, DC, Metropolitan Police HQ



International Recognition: Projects in 20+ Countries



Deep Bench of Subject Matter Experts (SMEs)

Our firm's work as public safety Project Managers (PMs) and Subject Matter Experts (SMEs). Our structure adheres to a flat, matrix-based approach to overall management and communication. A management committee manages the firm on an ongoing basis with four business units: 9-1-1 Services and Emergency Communications, Mission Critical Facilities, Digital Evidence and Body Worn Cameras and Big Data-related services.

Winbourne Consulting is a privately owned company, incorporated in Delaware in 2000. Winbourne is an independent public safety consulting firm and, as such, is not engaged in or associated with the business of selling, servicing, or renting public safety and related systems. We are vendor-neutral and are not affiliated with any hardware or software vendors. We are familiar with the capabilities of all top-tier vendors along with many other vendors in the public safety and emergency management market space.

What We Do

Our firm provides a range of public safety consulting and project management services. The following illustrates services offered to our clients.



Technology Planning & Implementation

- Technology Assessment
- Functional Requirements
- Technical Requirements
- System Procurement
- Vendor Implementation



Operations and Staffing Assessment

- Process Optimization Analysis
- Staffing Needs
- Policies and Procedures
- Best Practice Gap Analysis



Next Generation 911 (NG911)

- NG911 Design
- NG911 Procurement
- Vendor Implementation
- Financial Analysis



Consolidation and Governance Planning

- Consolidation and Deconsolidation Plans
- Identify Stakeholder Need
- Governance Agreement
- Governance Structure
- Cost Sharing Analysis



Strategic Planning

- Current State Assessment
- Visioning and Objectives
- Future To-Be Modeling
- Cost Analysis



Big Data and Analytics

- Assess and Identify Data
- Analytics Solutions
- Common Data Platform
- Data Quality Assurance



Body Worn Cameras and Digital Evidence

- Technology Requirements
- Policies and Procedures
- Procurement Support
- Cost Analysis



Network Planning and Design

- Assess PSAP Readiness
- Oversee Testing
- Oversee Implementation
- Bandwidth Analysis
- Connectivity Analysis



Radio Technology

- System Design
- All Radio Technologies
- Broadband Network
- Radio Tower and Standards
- Radio Coverage Study



311/Customer Relationship

- Management
- Needs Assessment
- Technology Requirements
- Business Planning
- Procurement
- Vendor Implementation



Cybersecurity

- Cyber Response Plan
- Cyber Monitoring and Vulnerability Assessments



Mission Critical Facility Design

- Technology Consulting to A&E
- Technology Fit-Out and Test
- Design and Specifications Documents

U.S. Public Safety and Justice Clients

Our U.S. clients include the State of Hawaii; State of California; State of Connecticut; Washington, DC; New York City; Los Angeles; Las Vegas; Boston; Cleveland; Columbus, Philadelphia, Milwaukee City and County; and Miami-Dade County. The projects range from operational assessments, PSAP consolidations and de-consolidations, developing technical and functional requirements for systems such as Computer Aided Dispatch (CAD), mobile computing, records management systems to implementing court records systems, body-worn cameras, and NG911 solutions for entire states and regions.

“I have used Winbourne Consulting consistently on major New York City projects over the past decade because they are admirably competent and dependable at a competitive cost.”

— Annette Heintz, Deputy Commissioner,
Special Projects, New York City
Department of Information
Technology and Telecommunications

International Clients

Internationally, Winbourne has worked on public safety, emergency management, network design, and smart city projects in more than 20 countries, including Indonesia, Vietnam, India, Turkey, UAE, Iraq, Mexico, Chile, Panama, Jamaica, Mexico, Canada, Ukraine, Poland, Romania, and Bulgaria.

The Ho Chi Minh City project brings together a variety of data types and sources, including intelligent transport management systems, public safety, public health, and citizen service requests.

Winbourne is currently managing a smart city project in Ho Chi Minh City, Vietnam. Our current project, the Intelligent Operations Center (or IOC) project, builds on our 2018-2019 project to design the Integrated Emergency Communications System or IECS for the city. The technical assistance project will advance the goals of the IECS project as well as prepare the groundwork for implementing a technical and operational smart city solution.

The quality of our client services is measured annually through client satisfaction surveys. Our firm has maintained a **97% Highly Satisfied rating** from our clients for the past 16 years. It is important we know from our customers if we are doing a good job. We send them a survey with 7 to 10 questions such as: “How would you rate the overall quality of Winbourne Consulting in completing this project?” We are proud to maintain this high satisfaction rating. This is a clear indication of the relationships we build with each client, helping them solve their problems collectively.

Our headquarters is located at 1101 Wilson Blvd, 6th Floor, Arlington, VA 22209 USA. Our website is www.winbourneconsulting.com.

Project Personnel

The Winbourne Team will be led by Winbourne CEO Andrew Reece who will fulfill the roles of Engagement Executive and Project Manager. He will be supported by Subject Matter Experts Tom Maureau and Clark Kimerer, and by our Business Analyst, Amber Daughtry.

Detailed resumes are provided in Appendix A.

Engagement Executive and Project Manager Andrew Reece, PMP — Winbourne Consulting CEO

As president and chief executive officer of Winbourne Consulting, Andrew is responsible for the quality of Winbourne's work and the satisfaction of our clients. As Engagement Executive, Andrew develops a deep understanding of the public safety agencies' needs and constraints. He assures that the Winbourne team meets the time and quality objectives of the deliverables and effective communication with the client.



Andrew's operational and structural perspectives grow from his 15 years of leadership in Washington, DC government and more than 20 years delivering results through Winbourne Consulting. His master's degree in Geographical Information Systems and his Project Management Professional (PMP®) and Information Technology Infrastructure Library (ITIL) certifications inform the Winbourne team's constant awareness of strategic plans, budgets, processes, technologies, and impacts on staff and citizens.

Subject Matter Expert Tom Maureau, MBA — VP Winbourne Consulting

Tom's subject matter expertise and analytical skills result from advanced education and years designing change and living with the results. Tom's involvement uncovers and prioritizes the specific factors that management needs to consider in determining truly relevant changes. Tom has 27 years law enforcement experience, retiring as a Division Commander for the Tallahassee Police Department and served 10 years as the CIO for public safety systems.



His responsibilities included crime analysis, criminal intelligence, records management, property and evidence, and a multi-discipline PSAP. Tom is able to recommend and help implement workable, enduring solutions, based on his deep understanding of clients' needs and constraints.

Subject Matter Expert**Clark Kimerer — Senior Consultant, Winbourne Consulting**

Clark's 40 years' experience in public safety including senior level management has laid the foundation for a continuing public safety consulting career. Clark worked for Seattle Police Department for twenty-two years with sixteen years serving as the Deputy Chief. Clark brings Farmington Hills his knowledge, skills, and perspectives from projects including: BJA TTA lead for the National Body-Worn Camera Program; Use of Force - Violence Intervention Policy and Training; Commander-Lead Author and Editor, Seattle Police Department Strategic Plans; Major Cities Chiefs Intelligence Commanders Group; Department of Homeland Security Science and Technology Directorate; DOJ-Global Justice Fusion Center Standards Work Group; AIDS Housing; and Homeland Security-Emergency Preparedness.



Clark conducts executive level homeland security and emergency management training on topics including violence prevention and mitigation, preparedness, prevention, mitigation, and response to and recovery from catastrophic scenarios.

Business Analyst**Amber Daughtry — Senior Consultant, Winbourne Consulting**

Amber provided in-depth public safety technology systems design, configuration, training, implementation, and maintenance services to law and fire/rescue agencies. Her experience goes beyond the system requirements/administration perspective to also encompass the people-side of the business including policies, procedures, and training.



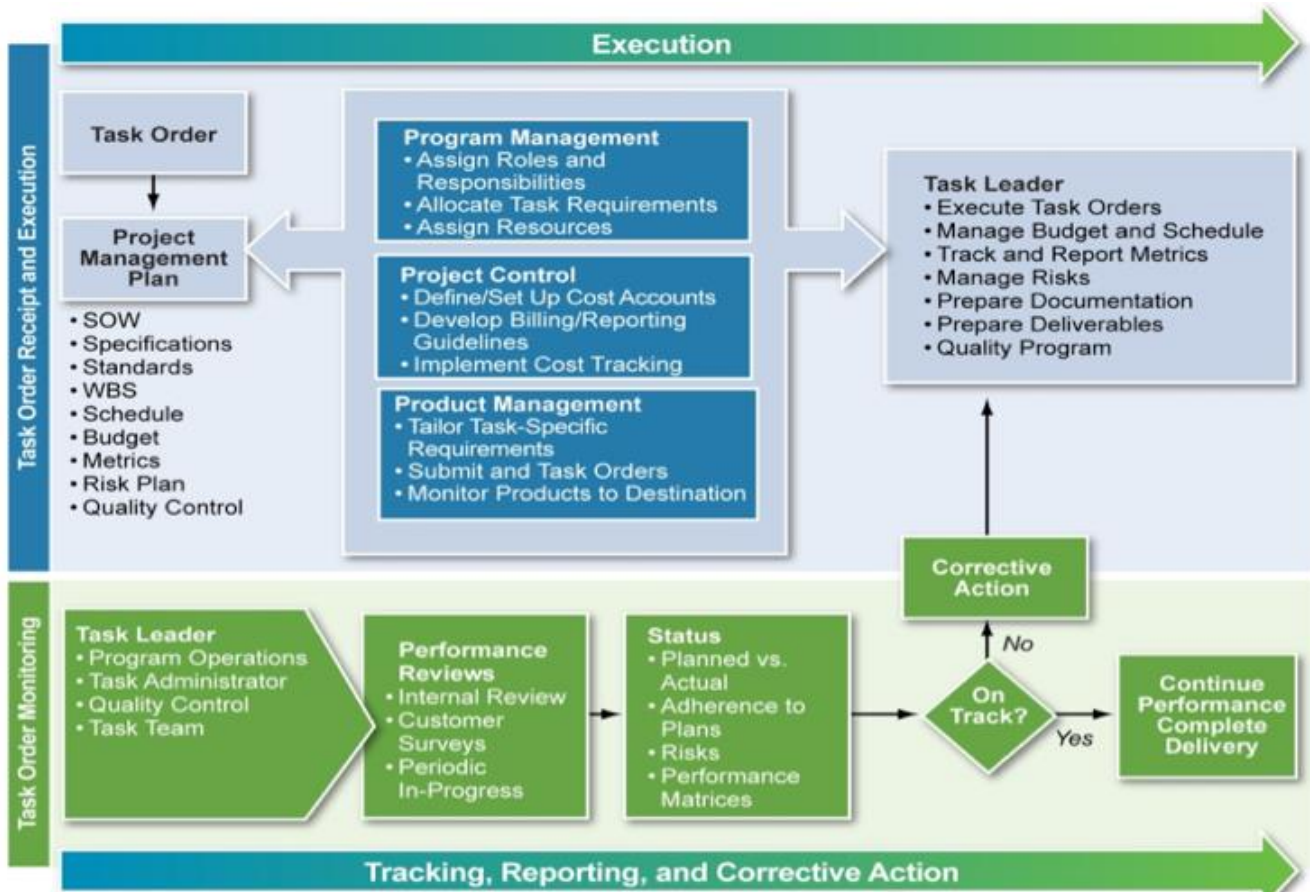
Amber served as system administrator of in-car and body worn camera at Tallassee Police Department and at other local agencies. She also worked with the state attorney on policy and procedures.

For this project Amber will assist the team with the gathering, organizing and initial analyzing of the data.

Project Methodology

The first principle governing our methodology is continuous engagement with Farmington Hill project leads, policy makers and subject matter experts to define objectives and project scope. The Winbourne team will utilize both collaboration and responsiveness to the priorities of the leaders, practitioners and experts within the Farmington Hills Police Department, City Manager’s Office, IT and Communications Divisions, and other involved jurisdictional assets. This project will be structured as a continuous process of inquiry, conversation, assessment, and the sharing of findings and recommendations as they are identified consistent with the doctrine of “no surprises”.

Our firm adheres to the Project Management Institute’s processes and practices for all public safety projects. We will develop a project plan and schedule to establish project phases and milestones and include processes consistent with PMI practices, as shown below.



Depending on the needs of the project, our Project Management Plan includes a project charter, project organization diagram, explanation of the project methodology, a synopsis of the problems faced by the client's management and staff. The project schedule includes activities required to successfully complete all work under the contract between the City of Farmington Hills and Winbourne Consulting.

PMI practices require project managers to monitor, control and report on budget, scope, schedule, risks, and quality issues. Our project manager will conduct routine status meetings and deliver status reports to the assigned Farmington Hills project manager. The frequency and content for the meetings and reports will be agreed upon at the start of the project.

Phase 1 – Analysis of Situational Awareness Training

The objective of this project is to complete an analysis of the Police Department's Situational Awareness training program including officer safety protocols, firearms training and qualifications, threat and risk assessment, and compliance with law enforcement industry model policies, standards, guidelines, and best practices.

Winbourne Consulting Activities

As part of this project, we will assess the Police Department's firearms training and qualification policies, procedures, instructor certifications, training curriculums and equipment to compare to law enforcement industry model policies, standards, guidelines, and best practices.

We Will Review

1. Compliance with State of Michigan firearms qualification and training requirements, standards and instructions
2. Compliance with Michigan accreditation standards
3. Engagement with firearms training associations and groups
4. Firearms training, qualifications, and certification documentation
5. Officer Safety training initiatives
6. Use of Force reporting data (2019 to date)
 - a. Force review board reports
 - b. Internal Affairs complaints/investigations re: Use-of-Force
 - c. Civil (plaintiff) actions and dispositions
 - d. Other force application data identified by Farmington Hills PD which contributes to discovering patterns and areas of potential liability
 - e. Current technologies used to document and track use of force (Axon Standard, IA Pro etc.)
7. Department culture regarding firearm training and qualification
8. Significant force incidents, including negative media coverage
9. Other critical data categories identified by Farmington PD leadership and training staff.

We Will Compare

Comparison to model policies, standards, guidelines, and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police).

The analysis will be completed via online interviews with relevant personnel and review of department documentation.

Farmington Hills commendable focus upon their situational awareness content and priorities is leading edge and will set the City and Police Department in the highest echelons of public safety jurisdictions. As part of our methodology – and deliverables – Winbourne will provide models and procedures for unified risk assessment. Both Tom Maureau and Clark Kimerer have varied and extensive experience in Risk Modeling. Kimerer, for example, directs an Executive Education Program at the US Naval Postgraduate School-Center for Homeland Security and has conducted over 400 seminars for City/County leaders throughout the US centered upon risk and threat analysis.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant personnel including but not limited to:
 - a. Command Staff personnel
 - b. Training Unit
3. Provide relevant documentation:
 - a. Department policy and procedures regarding firearm qualification and training
 - b. Department firearm training documentation
 - c. Firearm instructor training and certifications
 - d. Firearm qualification and training courses
 - e. Officer Safety/Shoot Don't Shoot training courses
 - f. Use of Force data related to firearms/officer safety training
 - g. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the content needs to be presented. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne understands the timeliness of this report and with a start date of July 13, 2022, we anticipate delivering a final copy of the report by August 22, 2022, depending on the availability of City staff, and City staff responsiveness to Winbourne requests for information.

Phase 2 – Traffic Stops & Citations Analysis

The objective of this Phase is to complete an analysis of the Police Department's policies, procedures, training, customs, and culture regarding traffic stops and the issuance of traffic citations. The analysis will have a specific focus to identify any indications of bias regarding traffic stops and traffic citations.

Winbourne Consulting Activities

Assess the Police Department traffic stop policies, procedures, and training to compare to law enforcement industry model policies, standards, guidelines, and best practices.

We Will Review

1. CAD breakdown
 - a. Traffic stops
 - i. All traffic stops for the entire City by type of stop (event code) and disposition code
 - ii. Traffic stops by District, Beat, Zone
 - iii. Traffic stops by shift – Day, evening and midnight
 - iv. Does the department differentiate a vehicle stop for a traffic offense versus crime related (e.g., BOLO, suspicious activity, wanted person, suspect vehicle, etc.)?
 - v. Can the CAD system map the above data (e.g., multiple map views)?
 - b. Traffic Stop/Anti-Bias
 - i. Does the Department collect driver/passenger demographic data for each stop?
 - c. Traffic stop Warnings (no further action)
 - d. Traffic stop resulting in arrests
 - i. Can the CAD/RMS provide a breakdown of arrests made from traffic stops?
 1. Type of crime – Traffic/DL, DUI, drugs, weapons, wanted person, etc.
 2. Demographics of persons arrested
 - e. Traffic stop Use of Force
 - i. Breakdown of Use of Force incidents for types of activity including traffic stops
 - f. Vehicle search data

- i. Does the Department collect data regarding when searches of vehicles are made related to traffic stops?
 1. Consent search
 2. Incident to arrest
 3. Criminal investigation/search warrant
2. Enforcement via automated systems [e.g. ALPR, speed cameras, either mobile or fixed (school zone) red-light cameras, etc.]
3. Traffic citation data
 - a. Does the Department have an eCitation application?
 - b. Does the department enter citation data into the RMS?
 - c. Does the local court or state enter traffic citation into a database? If yes, can this data be queried (e.g., generate various types of reports)
4. City demographic information
 - a. Entire City
 - b. District, Beat Zone
 - c. Roadway demographics (e.g., during different times of day a manufacturing plant, office building, industry, etc. can change the demographic of a roadway with workers traveling to or from work)
5. Traffic crash data
 - a. Volume, locations – District, Beat, Zones
 - b. Crash patterns – Run red light, speeding
 - c. Most dangerous intersections
6. Revenue breakdown from traffic citations
 - a. Breakdown of revenue generated from traffic citations
 - i. State
 - ii. County
 - iii. City – Does the money go to a City general fund?
7. CALEA and/or State accreditation standards
8. BWC/In-Car camera
 - a. Does the department employ a BWC/In-Car camera system?
 - b. Does the department have a formal QA process regarding officer demeanor and professionalism at traffic stops?
9. Critical incidents (officer-involved shooting, vehicle pursuits w/injuries, violent felony incidents, etc.) NOTE: The Winbourne team may specify particular critical incidents based on interviews and personal research.
10. GIS Mapping (e.g. heat maps, with additional layers of real numbers of
 - a. Traffic accidents, layered by severity
 - b. Locations of traffic citations issued, to include:
 - i. Map 1 detailing citations issued to Farmington Hills residents
 - ii. Map 2, detailing citations issued to non-Farmington Hills addresses

- c. Traffic patterns, particularly identifying principal routes of ingress, egress, and commuting patterns by rush hours, weekday and weekend denominators
- d. General (all) arrests
- e. If possible, general (all) locations of documented use of force. (This may be delimited by Department-defined “serious” uses of force)
- f. If possible, areas broken down by demographics and – separately – incidences of crime
- g. If possible, areas broken down by
 - i. Total 911 CFS, by call type
 - ii. Total on-view (officer initiated) activity
- h. Other GIS data/mapping requirements identified as relevant by FHPD leadership

We Will Compare

Comparison to model policies, standards, guidelines, and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police). The analysis will be completed via online interviews with relevant personnel and review of department documentation.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant police department and communications center personnel including but not limited to:
 - a. Command Staff personnel
 - b. Department personnel - Training, Patrol, Investigations, Traffic, Records Management, Communications, etc.
 - c. Subject matter expert personnel who can generate the required data
 - d. Other personnel to be determined
3. Provide relevant documentation and data
 - a. Existing reports that contain traffic stop and citation information
 - b. Emergency Communications Center workflows and business processes regarding traffic stops
 - c. Officer workflows and business processes regarding traffic stops
 - d. CAD/Mobile system capabilities regarding traffic stops
 - i. CAD event code
 - ii. Mandatory information

- iii. Disposition codes
- 4. Records Management workflows and business processes regarding traffic stops and citations
- 5. Records Management System data regarding traffic stops and citations
- 6. Department anti-bias initiatives, training, and documentation
- 7. Department initiatives and instructions regarding traffic stops and issuing traffic citations
- 8. Department policy, procedures and training curriculums regarding
 - a. Traffic enforcement and stops
 - b. Issuing traffic citations and warning
 - c. Officer Safety
 - d. Arrest policy and procedures
 - e. Suspicious person/vehicle investigations
 - f. Use of Force
 - g. Other policies and procedures to be determined
- 9. Department accreditation standards
- 10. Department Use of Force data (e.g., relationship to traffic stops)
- 11. Department arrest data (e.g., relationship to traffic stops)
- 12. Department vehicle pursuit data
- 13. Traffic crash data
 - a. Volume breakdown
 - b. Location
 - c. Date/time
 - d. Trends and patterns
 - e. Known dangerous intersections and roadways
- 14. GIS/mapping
 - a. Map data as required the project team
- 15. Citizen complaints regarding traffic problems (e.g., neighborhood speeding, school zone speeding, reckless driving, etc.)
- 16. Directed Patrols and special initiatives regarding traffic related offenses – DUI, reckless driving, etc.
- 17. Revenue breakdown from traffic citations
 - a. State
 - b. County
 - c. City
- 18. BWC/In-Car camera information
 - a. Department review of traffic stops
- 19. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the material needs to be presented. It is not unusual for an analysis like this to have a scope change as we review the data and discover processes that need further examination. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne will work with City Management to develop an acceptable timeline for this estimated six-month project.

Phase 3 – Arrest Analysis

The objective of this Phase is to complete an analysis of the Police Department's policies, procedures, training, customs and culture regarding arrests. The analysis will have a specific focus to identify any indications of bias regarding arrest incidents.

Winbourne Consulting Activities

Assess the Police Department traffic stop policies, procedures, and training to compare to law enforcement industry model policies, standards, guidelines and best practices.

We Will Review

1. Department initiatives and instructions regarding arrests.
2. Department policies, procedures and training curriculum regarding arrests.
3. Does the Department have a Professional Arrest Criteria or Anti-Bias initiative?
4. Is the Department CALEA and/or State accredited?
5. Department Use of Force data (e.g., relationship to arrests)
6. Department arrest data
7. Citizen complaints regarding arrests
8. Does the department serve warrants or participate with a County warrant service?
9. Department culture regarding arrests
10. Does the Department recognize arrest activity in promotional/transfer processes, annual performance evaluations, awards, etc.?
11. CAD breakdown
 - a. Arrests
 - i. All arrests for the entire City by initial event code and final disposition code
 - ii. Arrests by District, Beat, Zone
 - iii. Arrests by shift – Day, evening and midnight
 - iv. Does the department differentiate a vehicle stop for a traffic offense versus crime related (e.g., BOLO, suspicious activity, wanted person, suspect vehicle, etc.)?
 - v. Can the CAD system map the above data (e.g., multiple map views)?
 - b. Arrest Anti-Bias
 - i. Does the Department collect demographic data for each arrest?
 - c. Traffic stop resulting in arrests
 - i. Can the CAD/RMS provide a breakdown of arrests made from traffic stops?

1. Type of crime – Traffic/DL, DUI, drugs, weapons, wanted person, etc.
2. Demographics of persons arrested
- d. Arrests Use of Force
 - i. Breakdown of Use of Force incidents for types of activity including initial event codes
12. City demographic information
 - a. Entire City
 - b. District, Beat Zone
 - c. Roadway demographics (e.g., during different times of day a manufacturing plant, office building, industry, etc. can change the demographic of a roadway with workers traveling to or from work)
13. CALEA and/or State accreditation standards
14. BWC/In-Car camera
 - a. Does the department employ a BWC/In-Car camera system?
 - b. Does the department have a formal QA process regarding officer demeanor and professionalism at traffic stops?

We Will Compare

Comparison to model policies, standards, guidelines and best practices from nationally recognized organizations (e.g., International Association of Chiefs of Police). The analysis will be completed via online interviews with relevant personnel and review of department documentation.

City Responsibilities

1. Provide a single point of contact that will manage the project for the City. Tasks will include
 - a. Communication with the Winbourne Consulting Project Manager
 - b. Communication with relevant City personnel
 - c. Scheduling meetings with City and other relevant personnel as needed
 - d. Communicating with personnel to obtain information/data
2. Provide access to relevant personnel including but not limited to:
 - a. Command Staff personnel
 - b. Department personnel – Training, Patrol, Investigations, Traffic, Records Management, Communications, etc.
 - c. Subject matter expert personnel who can generate the required data
 - d. Other personnel to be determined
3. Provide relevant documentation and data
 - a. Existing reports that contain arrest information
 - b. Officer workflows and business processes regarding all types of arrests
4. CAD/Mobile system capabilities regarding arrests

- a. CAD event code
- b. Mandatory information
- c. Disposition codes
5. Records Management workflows and business processes regarding arrests
6. Records Management System data regarding arrests
7. Department anti-bias initiatives, training and documentation
8. Department instructions that could influence arrest rates
9. Directed Patrols and special initiatives that could influence arrest rates
10. Department policy, procedures and training curriculums regarding
 - a. Criminal investigations
 - b. Arrest policy and procedures
 - c. Use of Force
 - d. Other policies and procedures to be determined
11. Department accreditation standards
12. Department Use of Force data (e.g., relationship to arrests)
 - a. BWC/In-Car camera information
 1. Department review of arrest incidents
 - b. Other information to be determined

Winbourne Consulting Deliverables

At the beginning of each phase, we will work with the City to validate the goals for the phase, the information that needs to be captured, and how the material needs to be presented. It is not unusual for an analysis like this to have a scope change as we review the data and discover processes that need further analysis. Typical steps and deliverables include:

- Project plan and status reports as project tasks and milestones are completed
- Develop findings and recommendations relevant to project objectives
- Obtain input from relevant City personnel regarding the findings and recommendations
- Complete a draft report of findings and recommendations to be reviewed by the City for accuracy
- Submit a final report
- Complete an in-person presentation of the report if needed

Project Time Frame

Winbourne will work with City Management to develop an acceptable timeline for this estimated six-month project.

Pricing

Winbourne Consulting's Cost Proposal is based on our current understanding assessments needed by the City.

The data for the first phase – the comprehensive analysis of situational awareness training according to the prevailing models of threat and risk assessment is straight forward. The second and third phases are a bit more complex and require mining data from different CLEMIS systems such as Computer Aided Dispatch, Records Management System, eCitation, and Jail Management Systems. Additionally, data may be required from Oakland County Court and State of Michigan systems.

It is difficult for us to accurately provide an exact number of hours to complete the project since there are many unknown factors at this point in the process. We do not know:

- The Department's culture and execution regarding quality data
- The amount of and type of data that is available for analysis
- The level of effort required to obtain data from the various systems
- The knowledge, skills and abilities of the personnel we will be dependent on to obtain the relevant data
- The bandwidth of key personnel who will be generating the various reports

We are therefore proposing a Time and Materials (T & M) contract with not-to-exceed hours for each phase. This type of contract allows the greatest flexibility and control by the City.

By employing a T & M contract, versus a Firm Fixed Price contract, the assignment of all phases be approved by the City in advance of any work being completed. Additionally, the City will provide input regarding the level of effort required to complete each assigned phase.

The following methodology will be applied to all assigned T & M work:

- The City will determine the start and end date for each of the phases
- The City will determine a not-to-exceed number for cost/hours for each of the phases
- Winbourne Consulting will obtain City approval in advance for travel expenses
- Winbourne Consulting will not exceed the estimated hours without formal City approval
- Winbourne Consulting will bill the City for all hours used, and expenses encumbered, on a monthly basis
- It is anticipated that the majority of the work will be completed off site

The below hours reflect time and cost for each phase as requested. Please note that if the second and third phases (Traffic Stops and Arrests) were to be conducted simultaneously we would be able to decrease some of the hours for the data collection. We would also be able to decrease some of the interview hours as we could address both traffic stops and arrests topics and questions during the same interview. We would be happy to provide the City with a cost to conduct both phases simultaneously.

Based on our current understanding of this project we are proposing the following pricing:

Phase 1 – Analysis of Situational Awareness Training Program reflects a **Not-to-Exceed Level of Effort** of 80 personnel hours and a 30-day period of performance for a **price of \$13,200**, not including travel if required.

Phase 2 – Traffic Stops and Citations Analysis reflects a **Not-to-Exceed Level of Effort** of 340 personnel hours and a six-month period of performance for a **price of \$56,100**, not including travel if required.

Phase 3 – Arrests Analysis reflects a **Not-to-Exceed Level of Effort** of 314 personnel hours and a six-month period of performance for a **price of \$51,810**, not including travel if required.

If the project exceeds the level of effort due to a material change of scope or schedule, Winbourne will work with Farmington Hills to identify remaining tasks and develop a quote for submission of a Change Order to complete the project phase. Winbourne will submit invoices of actual time worked monthly throughout the project, starting on the first day of the month after the Effective Date of an executed contract. We will also bill for actual travel expenses approved by the City prior to travel.

Appendix A. Resumes

Andrew G. Reece Engagement Executive and Project Manager

Summary Of Experience

Mr. Reece has over 20 years of experience in managing the improvement of government operations. He specializes in strategic planning, business process design, business process improvement, and organizational design and realignment. Specifically, he has a broad knowledge of government operations, including finance and budget, technology and systems, and their impact on business process and organization structure. He has worked extensively over the past 10 years planning and implementing complex information technology (IT), network, and communications systems. Highlights include:

- Executive management responsibility for over \$40 million in public safety IT projects
- Extensive experience with the design, procurement, configuration, and implementation of numerous public safety IT applications and projects
- Program and project management experience for a wide array of public safety applications

Related Project Experience

Winbourne Consulting (Formerly Winbourne and Costas, Inc.)

President and Chief Executive Officer – 2019 to Present

Vice President – 2001 to 2019

As President, Chief Executive Officer and Owner of Winbourne Consulting, Mr. Reece is responsible for the day-to-day management and operations of the Firm. His span of responsibilities includes overseeing the operations and finances of the company, creating and communicating the firm's strategic vision, goals and objectives, and ensuring that company products and outputs meet or exceeds the expectations of our clients. Mr. Reece also provided Engagement Executive oversight over many the company's client engagements, to include:

- Arlington County, VA – Public Safety Information Technology Strategic Plan
- Pembroke Pines, FL – Emergency Communications Consolidation Feasibility Project
- Fairfax County, VA – Public Safety Integrated CAD/MOBILE/RMS Implementation Project
- U.S. Department of State (DOS) – Kingdom of Jordan Crisis Management and Emergency Resource Project
- City of Mesa, AZ – Public Safety Information Technology Strategic Plan Project

- City of Virginia Beach, VA – CAD/MOBILE/RMS Replacement Project
- Peoria, AZ Police Department – CAD/MOBILE/RMS/Mobile/Field Reporting Replacement
- National Capital Region CAD to CAD Data Exchange Hub Project
- United Nations Office of Project Services (UNOPS) – Kurdistan Iraq/EMS Dispatch System Project
- Jamaica Enhanced Emergency Communications Access Project
- Ada County, ID – CAD/Mobile Replacement
- State of Arizona Department of Public Safety Message Switch Replacement Project
- DeKalb County, GA – CAD/Mobile Replacement Project

District of Columbia City Council

Committee Clerk – Economic Development Committee – 2000 to 2001

Responsible for creating, drafting, and negotiating the passage of all legislation related to economic development activities for the District of Columbia. Provided advise and recommendations to committee members regarding legislative activities. Assisting the Committee in review and oversight of the operations and budget of the City’s economic development cluster agencies.

District of Columbia Office of Property Management

Chief of Staff, 1998 – 2000

Mr. Reece was primarily responsible for managing all of the administrative, financial and operational activities for the agency, under the direction of the Director. He assisted the Director in prioritizing and developing mitigation plans for critical issues impacting the District’s real estate portfolio. He also provided input and direction to the process of determining new and enhanced investments in City real estate purchases and leases. He was responsible aligning the agency’s organizational chart to the mission, goals and objectives of the agency and the Mayor’s Office, as well as ensuring that all departmental functions were staffed with properly trained human resources.

District of Columbia Financial Authority

Assistant Chief Management Officer, 1995 – 1998

Provided oversight, legislative and budgetary support the Financial Authority Board members for the District of Columbia’s Public Safety and Economic Development cluster agencies. Developed recommendations for improvements to the District Government’s operations and service delivery to citizens.

Assistant to the Vice President for Academic Affairs

Howard University, 1991 – 1995

Assisted the Howard University Provost in managing and executing special projects. Served as the primary liaison between the University’s Information Technology Division and Academic functions.

Credentials

- Information Technology Infrastructure Library (ITIL®) v3 Foundation Certification – 2012
- Project Management Institute (PMI) PMP Certification – 2008

Professional Organizations

- Association of Public Safety Communications Officials (APCO) – International – Current
- National Emergency Number Association (NENA) – Current
- International Association of Chiefs of Police (IACP) – Current

Training Courses

- User and System Requirements for Successful Software Development– 2011
- Software Quality Assurance: Delivering Consistent Quality – 2011

Education

- **University of North Carolina**, M.A., Geographical Information Systems – 1994
- **University of Miami**, B.A., Geography, English – 1989

Tom Maureau Subject Matter Expert

Summary of Experience

Mr. Maureau is a retired law enforcement Division Commander (27 years) who possesses a unique combination of IT, Law Enforcement, Fire Department, EMS and Emergency Management expertise developed through numerous Police and Fire Department assignments and as a Florida Registered EMT/Paramedic. Additionally, Mr. Maureau has an MBA in Technology Management and brings an Operations Management/Business Case Analysis approach to all projects.

During his last 10 years of service, Mr. Maureau served as Chief Information Officer (CIO) for Public Safety IT and was the Technical Services Division Commander comprised of Records Management, Crime Analysis, Criminal Intelligence, Property & Evidence and multi-discipline PSAP. Previous law enforcement assignments include Watch Commander, Criminal Investigations, SWAT, Narcotics/Organized Crime Drug Enforcement Task Force, Armed Robbery Task Force, Career Criminal Unit, Training and Emergency Management.

In addition to his public safety experience, Mr. Maureau has over 14 years' experience as a consultant to state, city and county agencies and public safety Information Technology companies. Mr. Maureau has experience in a variety of projects including:

- Strategic planning; gap, risk and cost benefit analysis
- Leveraging CAD/RMS/JMS systems and data for maximum operational effectiveness
- 9-1-1/PSAP, Law Enforcement, Fire and EMS operations analysis
- The procurement, design, configuration, implementation and support of CAD, RMS, Mobile, GIS, JMS, Information Sharing, and Criminal/Business Intelligence and Vehicle/BWC Systems
- 9-1-1/PSAP consolidation feasibility studies
- Staffing analysis
- Project management
- Technology Master Plan – Development through implementation
- Improvement of public safety software

Mr. Maureau has worked with a wide spectrum of large, medium and small public safety agencies.

Education

- MBA/Technology Management – University of Phoenix
- Certified Public Manager – Florida State University Center for Professional Development
- Bachelor of Science/Criminology – Florida State University
- Registered Paramedic/EMT Program – Tallahassee Community College

Related Project Experience

- **City of Milwaukee, WI** – February 2019 to present
 - CAD/Mobile/Business Intelligence RFP and system implementation
 - Consolidation of Police and Fire/EMS Communications Center
 - Milwaukee Police and Fire/EMS Communications Center Operations Analysis
 - Police Department Real Time Crime Center Video Management System
 - Assessment of Police Department Business Intelligence/Analytics systems
- **Buncombe County/Asheville, NC** – October 2019-October 2021. CJIS Interlocal Agreement Project
- **Chatham County/Savannah, GA**
 - March 2019-June 2021. CAD/LRMS/FRMS/Business Intelligence RFP process
 - July 2021 to present CAD/RMS/FRMS implementation
- **Springfield, MA** – Jan 2018-June 2021. Body Worn Camera System procurement and implementation
- **Seminole County, FL Fire/Rescue** – August 2017 to August 2019. CAD/Mobile RFP process through implementation for Seminole County Fire/Rescue and stakeholder agencies
- **Miami-Dade County, FL** – November 2016 to October 2018. CAD/Mobile RFP process for Miami-Dade Police and Fire Departments
- **San Mateo County, CA**
 - September 2016-2018 – CAD/Mobile/Business Intelligence RFP requirements, RFP evaluation and scoring, CAD-to-CAD/Information sharing, Staffing analysis
 - December 2015 – August 2016. CAD Gap Analysis Project. Current and future state assessment of Public Safety Communications technology systems, workflows and business processes
- **Bossier City/Bossier Sheriff's Office, LA** – 2016 to 2019
 - CAD/RMS/JMS/Business Intelligence RFP requirements and RFP evaluation and scoring process
 - CAD/RMS/JMS/BI implementation
- **State of Colorado** – November 2015 – March 2016. State Legislature Body Worn Camera Project. Provided facilitation and strategic guidance for a Body-Worn Camera Study Group to meet and collect data to determine best practices regarding the utilization of body worn cameras for law enforcement.
- **Los Angeles, CA**
 - CAD-to-CAD January 2015 to May 2015. LA Fire Region CAD-to-CAD RFP development and evaluation, C2C Operational Best Practices
 - LA County Fire Department (LACoFD) – CAD/Mobile/BI RFP 2016-2018
- **Atlanta** – March 2015-June 2015. NICE Systems. Atlanta PD Logging and Recording system assessment
- **State of Gujarat, India** – January 2015-Current. ESINet and PSAP consolidation analysis
- **New York City OCEC/ECTP** – May 2, 2012-December 31, 2014:
 - ECTP2/FDNY CAD Project Team – Subject Matter Expert to the Mayor's Office of Citywide Emergency Communication (OCEC) and FDNY regarding a variety of projects including 9-1-1/PSAP operations, business process improvement and technology systems including CAD, mobile, AVL, GIS/mapping, computer triage, business intelligence, CAD-to-CAD, RMS and wireless data networks
 - SME to the FDNY Bureau of Communications concerning Fire and Emergency Dispatch operations, technology systems, policies, procedures, training protocols, workload analysis and business process improvement

- FDNY business case research assignments including: NYPD/FDNY CAD-to-CAD opportunities for improved public safety operations; Benefits of AVL/closest unit dispatching; Requirement for an FDNY Mobile Data Strategic Plan; FDNY Transition to a Broadband Wireless Data Network; Leveraging an FDNY Business Intelligence System and the employment of guide cards and pre-arrival instructions
- NYPD/FDNY business case research assignments including implementation of Text-to-9-1-1 for NYC and federal grant application; Requirement for a NYC NG9-1-1 Strategic Plan and federal grant application
- **New York City Mayor’s Office of Citywide Emergency Communication** – January 2, 2011 to May 1, 2012. Operations and workload analysis of NYPD/FDNY Fire and EMS 9-1-1/PSAP call taking/dispatch business processes and procedures; technology systems and inter-agency workflow. Evaluated all aspects of NYPD and FDNY 9-1-1/PSAP operations to provide findings and recommendations – Project Manager/SME
- **City of Virginia Beach, Virginia**
 - March 2011-July 2015. Integrated Public Safety Project. Pre-procurement Operations Analysis Discovery/Public Safety Best Practices presentations to all personnel and executive staff; Facilitated a procurement process workshop, and project team support – Senior Analyst
 - Post-procurement – April 2015 to September 2015 – CAD/Mobile Project Management including project plan, statement of work review and roles and responsibilities
- **Albany/Dougherty, Georgia** – 2011 to August 2015. Public Safety Technology Master Plan, RFP for a 9-1-1/CAD/Mobile/AVL/LRMS/FRMS/JMS system, selection process, contract negotiations; design, configuration and implementation – Project Manager/SME
- **Unified CAD Functional Requirements APCO/IJIS Project**. The UCADFR includes law enforcement, Fire and Emergency Medical Service requirements and is an invaluable resource to communities, supporting the planning, acquisition, and management of full-featured CAD software applications – Project Manager/SME
- **Prince William County, VA** – CAD/RMS/Mobile RFP – Operations Analysis discovery and Public Safety Business Process Best Practices – Senior Analyst
- **City of Boston, MA** – 9-1-1/PSAP Consolidation Feasibility Analysis and operations assessment of Boston PD, Fire and EMS dispatch centers - Project Manager/SME
- **Savannah-Chatham County, GA** Consolidated 9-1-1/PSAP Operations Analysis and 9-1-1 System Master Plan and Procurement – Project Manager/SME
- **Columbia County/Lake City, FL** – 9-1-1/PSAP Consolidation Analysis – Project Manager/SME
- **Livonia/Canton, MI** 9-1-1/PSAP Consolidation Feasibility Analysis – Senior Analyst
- **City of Peoria, AZ** – Operations Analysis/Business Process Review and CAD/RMS procurement – Senior Analyst
- **New York City** – Emergency Communications Transformation Program (ECTP) – NYPD/FDNY Migration Plans to a Co-located PSAP and combined 9-1-1 system – Quality Assurance Manager/SME
- **Duplin County, NC** – Police, Fire and EMS Operations Analysis – Project Manager/SME
- **Walton County Sheriff’s Office, FL** – Strategic Planning and Technology Master Plan; RFP for a 9-1-1/CAD/Mobile/AVL/LRMS/FRMS/JMS system, selection process, contract negotiations; design and configuration – Project Manager/SME
- **Ramsey County (St. Paul), MN** – Consolidated 9-1-1/PSAP Operations Analysis – Senior Analyst
- **City of Kalamazoo, MI** – Police and Fire Staffing Analysis – Senior Analyst

- **City of Roanoke, VA** – Information Sharing System project – Senior Analyst

Professional History

- **Winbourne Consulting, LLC**
 - Vice President, 2017 - Current
 - Director of Public Safety Operations, 2009 - 2016
 - Winbourne & Costas, Inc., Manager, 2006-2009
- **TRM Public Safety Consulting, Inc.** Owner, 2006-2009
- **Tallahassee Police Department**, Division Commander, 1982-2008
- **Palatka, FL Police Department**, Police officer 1979-1980

Training, Certifications and Awards

- Attended an extensive number of training schools and conferences related to all aspects of public safety, IT management and operations management
- Instructor and speaker on various public safety and IT subjects
- Served on national and state public safety IT committees
- Numerous awards and letters of commendations including leadership award, productivity award, unit awards and nominated twice for officer of the year
- Bravery Award for rescuing an officer who had been overpowered by an armed robbery suspect who had forcibly taken the officer's firearm and held a knife to the officer's throat

Clark Kimerer
Subject Matter Expert

Summary of Experience

Clark Kimerer has over 40 years’ experience in public safety having served multiple roles starting as a patrol officer, progressing to mid-level manager and finally assuming senior level manager positions. After his active public safety career, he then became a senior level consultant within public safety lending his wide range of experience to a wide variety of public safety applications in multiple locales across the country. During his career Clark has led numerous projects including: TTA lead for the National Body-Worn Camera Program for three grant cycles, over a nearly 4 year period; Commander-Lead Author and Editor, Seattle Police Department Strategic Plans; Major Cities Chiefs Intelligence Commanders Group; Department of Homeland Security Science and Technology Directorate; DOJ-Global Justice Fusion Center Standards Work Group; Use of Force - Violence Intervention Policy and Training; AIDS Housing; and Homeland Security-Emergency Preparedness.

Urban Aread Executive Education Program, U.S. Naval Postgraduate School – Center for Homeland Defense and Security, Monterey, CA — 2015-Present

Faculty Facilitator – Subject Matter Expert – Conducts executive level homeland security and emergency management training on topics including preparedness, prevention, mitigation, response to and recovery from catastrophic scenarios as well as violence prevention and mitigation. Clark is the principal investigator and project lead for a local government research fellowship commissioned by an international conference of local government leaders. The project will conduct research in two phases. Phase 1 is a comprehensive overview of the history of modern policing and Phase 2 is on 911 center operations and protocols and how to achieve operational alignment with public safety mission, goals, and objectives.

BJA National Body-Worn Camera Project Training and Technical Assistance SME (Lead) 2015-2019

Clark was TTA lead for the National Body-Worn Camera Program for three grant cycles, and was responsible for 21 sites, many of them being multi-jurisdictional partnerships.

SEATTLE POLICE DEPARTMENT

1983-2014

Assistant Chief – Chief of Staff

1998-2001, 2006-2014

Assistant Chief – Chief of Operations

2001-2006

Director – City of Seattle Emergency Operations 1999-2007
 Captain/Precinct Commander 1992-1999

Significant Systems Accomplishments

- Project Commander and principal architect of the Neighborhood Policing Project, the most comprehensive restructuring of the 911-Patrol system in the last 3 decades, and one of the most substantive attempts to implement a community policing model in the country. This 5 year project resulted in a wholesale transformation in the staffing models and protocols for Patrol, 911 dispatch and the Detective Bureau
- Commander-implementer of nationally recognized protocols of coordinated response (with Seattle Fire/EMS and Harborview ER) to excited delirium (metabolic acidosis) incident. As part of this project, he authored and oversaw model protocols for 911 Dispatch to these life-threatening calls.
- Led the effort to replace with overall call management system replacement for the city of Seattle that resulted in a new 911 system. Activities involved in that role included:
 - Goal Setting
 - Requirements Definition
 - Solicitation of various stakeholders input that included fire, EMS, city management, neighborhood associations and other interested parties
 - Defining systems that would allow the city to meet the requirements including new processes

Other positions held within the Seattle Police Department:

LIEUTENANT 1989-1992

- Watch Commander of the West Precinct from 1990 to 1992.
- Project Manager and Lead Planner-1990 Seattle Goodwill Games from 1988 to 1990
- Chief Negotiator, SWAT Crisis Negotiation Team 1985-1992

SERGEANT 1987-1989

- DUI Squad from 1987 to 1989
- Lead Planner/Project Manager, 1990 Goodwill Games Joint Planning Project

POLICE OFFICER 1983-1985

- SWAT (Team Member and Training Officer) - 1985 to 1988
- Patrol Officer - 1983 to 1985

Education

- **FBI Academy, Quantico, Virginia**, Graduate, National Executive Institute, Class 26,
- **Harvard University Law School**, Program of Instruction for Lawyers, Harvard Negotiation Project, “Basic Negotiations & Mediation,” Cambridge, Massachusetts. (1998)
- **FBI Academy**, Advanced Hostage Negotiations Instructor
- **St. John’s College, Santa Fe, New Mexico**, Graduate Institute in Liberal Education,
- **St. John’s College, Annapolis, Maryland**, Bachelor of Arts in Classics and Liberal Arts

Professional Organizations

- **National Alliance for the Mentally Ill (NAMI)**, Major Cities Chiefs Association, International Association of Chiefs of Police, National Sheriffs Association, National Emergency Managers Association (NEMA)
- **Member-Vice Chair, National Alliance for Public Safety – Geographic Information Systems** Executive Board of Directors (Washington DC) 2010-present
- **Member, John Jay University – Regenhard Center for Emergency Management Studies** Board of Directors (New York, NY) 2009-present
- **Downtown Emergency Service Center Board of Directors:** 1998-present. Chair – 2001 to 2012 and 2021- present.

Select Papers and Publications

Clark has authored and participated in the publication of numerous articles and white papers covering a wide variety of public safety topics in multiple locales.

Amber Daughtry Business Analyst

Summary of Experience

Public safety experience: Extensive experience in design, configuration, training, implementation and maintenance of public safety technology systems. Worked closely with multiple law enforcement and fire/rescue stakeholders in the development of various information systems within the public safety arena. Experience includes not only the system requirements/ administration but also includes the development of policies and procedures and training curriculum. As a certified law enforcement instructor, Amber has trained hundreds of officers at multiple agencies on mobile computers and software; electronic ticketing hardware, software and back office; in-car video and body worn camera hardware and back office products.

Winbourne project experience: Information gathering (business requirements, rules, current workflows, etc.); develop business requirements through scope, processes and risks; analyze client requirements and processes through document analysis, interviews, workshops and workflow analysis; identify errors in client data; create business requirements to align with functional and technical requirements; create testing levels (functional, user acceptance, integration and performance) to ensure client needs are met; deliver easy to understand data and process reports.

Related Project Experience

WINBOURNE CONSULTING, LLC, Arlington, VA

2015-present

Senior Consultant/Business Analyst
Subject Matter Expert

- **Miami Beach (FL) Police**, CAD/RMS, January 2021-present
- **Palm Beach (FL) County Sheriff**, Body Worn Camera Project, January 2021-present
- **Port Authority of New York New Jersey (NY)**, November 2020 – Present
- **Boulder County (CO) Sheriff's Office**, December 2020
- **Buncombe County (NC)**, December 2020
- **WestCOG (CT)**, Regional Public Safety Project, 2020-Present
- **Milwaukee (WI) CAD/Mobile**, 2020-Present
- **Alexandria (VA) CAD Assessment**, 2020
- **Huntington Beach (CA) Police**, Integrated Public Safety Project, 2020
- **Springfield (MA) Police Department**, Body Worn Camera Implementation, 2020 - present
- **Chatham County (GA)**, CAD/RMS/Mobile for Police, Fire and EMS, 2019 - present
- **Springfield (MA) Police Department**, Body Worn Camera Feasibility Study and BWC RFP, 2019
- **WestCOG (CT)**, Feasibility Study, December 2019
- **Port Authority of New York New Jersey (NY)**, October 2019
- **Bellevue (WA) Police Department**, In-Car Video/Body Worn Camera Feasibility Study, 2018-2019
- **Westminster (CO) Police Department**, CAD/Mobile, 2018-2019

- **Seminole County (FL) Fire Department, CAD/Mobile, 2017-2019**
- **Chatham County/Savannah (GA), Deconsolidation Study, 2018**
- **California DOJ NIBRS Transition Project, 2017-2018**
- **Superion/Sungard, RFP Assessment Project, 2017**
- **Waco (TX) Police Department, Body Worn Camera RFP, 2016-2018**
- **Colorado Department of Public Safety, Body Worn Camera Study Group, 2015-2016**

CITY OF TALLAHASSEE, Tallahassee, FL

1986-2015

Public Safety Information Management Services
Tallahassee Police and Fire Departments

Mobile Data System Administrator

1996-2015

Mobile Data Computer (MDC) Project. The project began in 1996 with field-based reporting and fixed in-car computer devices and progressed to portable laptops with field-based reporting, Motorola PMDC and PCAD systems.

- Participated in hardware vendor selection, configuration, design/installation, and maintenance of hardware (computer devices, modems, AVL, etc.)
- Maintenance and support of associated servers and server room
- Participated in field-based reporting vendor selection, extensive design and customization, configuration, implementation, maintenance and support
- Maintenance and support of field-based reporting software and server
- Participated in vendor selection, design, configuration, implementation, and maintenance of Motorola’s PMDC and PCAD
- Maintenance and support of PMDC/PCAD software and servers
- On-call for police and fire (hardware and software support)
- Participated in creation and maintenance of training curriculum for all mobile products
- Trained sworn and civilian users for mobile data, AVL, and field-based reporting at multiple agencies
- Trained IT staff to use and support all mobile data products
- Responded to Public Records Requests and confidential inquiries (Internal Affairs investigations and other agency requests on license plates, people, staff/vehicle locations, etc.)
- Worked extensively with command staff (and State Attorney’s Office) to establish requirements to create and maintain up-to-date department policies and procedures and training curriculum and training records

Electronic Citation Program Administrator, 2005-2015. Designed, configured, implemented and maintained e-citation program. Worked closely with command staff to establish requirements to create and maintain up-to-date department policies, procedures and training curriculum. Trained sworn and civilian staff, including staff from both the State Attorney’s Office and Clerk of Court. Provided the same services to Florida State University (FSU PD) Police Department (installed, maintained, and trained) and was liaison to court staff and vendor for FSU PD. Maintained training records.

Field Based Reporting Administrator, 1996-2015. Participated in vendor selection, extensive design and customization, configuration, implementation, maintenance and support; trained department staff (sworn and civilian); server maintenance and support; worked closely with

command staff (requirements, policies and procedures), vendors, State Attorney staff, and the public (records requests), etc. Maintained up-to-date training curriculum and training records.

Motorola MDUG (Mobile Data User Group) 2000-2010. Joined as a User and was immediately nominated to Board Member (8 years) then accepted invitation as MDUG Co-President (2 years). Worked with Motorola executives and clients/users (worldwide) to create, improve and maintain quality mobile data/CAD products, support and customer service. Participated in the initial concept of Motorola's Premier One mobile product and continued to participate in design and development of the final product.

AVL System Administrator, 1996-2003. Design, configuration, installation, maintenance, support, confidential searches and court testimony. Continued to provide support through 2015. Trained sworn and civilian staff. Responded to confidential inquiries (Internal Affairs) and Public Records Requests.

Assistant CAD Administrator, 1996-2000. Responsible for CAD software maintenance and support (and after hours on call); responsible for fire and police dispatch center hardware maintenance and support.

Digital System Administrator

2005-2015

Maintenance and support of hardware and software for body worn camera, in-car video, prisoner transport, and interview room systems. Responsible for department Electronic Document Management System (maintenance and support of digital images/photos and document storage) and digital camera inventory. Provided certification/authenticity testimony in court. Helped create and maintain training curriculum. Trained sworn and civilian users. Responded to Public Records Requests and confidential inquiries (Internal Affairs investigations and requests for information on license plates, people, staff/vehicle locations, etc.). Worked closely with command staff and State Attorney staff for requirements to create department policies, procedures and training curriculum. Updated policies and training as needed. Provided the same services to Florida State University (FSU PD) Police Department.

Tallahassee Police Department

1986-1996

Vice, Narcotics and Intelligence Unit, Administrative Assistant

Administrative duties for unit. Implemented computer and automated systems. Developed first "electronic report" for the Tallahassee Police Department for the Forensics staff; developed electronic search warrants; trained officers to use computers and computerized reports; maintained confidential cash fund; maintained confidential informant records; maintained intelligence records.

Education

- **Criminology/IT**, Tallahassee Community College, Tallahassee, FL
- **Certified Law Enforcement Instructor**, Pat Thomas Law Enforcement Academy, Tallahassee, FL

"We look forward to working with you.

Please contact us with any questions."



Julie Heimkes
Head of Corporate
Sales & Marketing
623.693.9811
jheimkes@w-llc.com



According to our recent client
satisfaction survey

97%

of our clients say they would
recommend

WINBOURNE
CONSULTING, LLC



CONTRACT

ANALYSIS OF SITUATIONAL AWARENESS TRAINING, TRAFFIC STOPS AND ARRESTS

This Contract is made this ____ day of _____, 2022, by and between the City of Farmington Hills, 31555 W. 11 Mile Road, Farmington Hills, hereinafter called the "City" and Winbourne Consulting, LLC., 1101 Wilson Boulevard, 6th Floor, Arlington, VA 22209, hereinafter called the "Consultant."

ARTICLE 1 – SERVICES/COMPENSATION

The Consultant agrees to provide all professional consultant services as needed, including all labor, materials, equipment, and the means of work, in accordance with their proposal submitted July 13, 2022. Additional services, not included in this Contract, shall be mutually agreed to by the City and Consultant.

The City, in consideration of the performance of this Contract, agrees to pay Consultant fees based on Consultants Fee Schedule for services provided, which includes all direct and indirect costs, reimbursable and any and all related costs and/or on a subsequent project estimates or scope and cost proposals, as mutually agreed by the City and Consultant. Fees shall remain consistent with Consultant's pricing proposal dated July 13, 2022, which is attached and incorporated into this Contract, unless otherwise agreed between the parties for the entire length of the Contract (including all extensions).

ARTICLE 2 - THE TIME

It is agreed that the Consultant shall begin work under this Contract upon execution of this Contract and that the Consultant will perform the work and fulfill all requirements of this Contract within no longer than one-hundred eighty (180) days from date of Contract.

ARTICLE 3 – CONSULTANT SERVICES

The Consultant agrees to furnish all materials and services necessary to undertake the above services for the City. The Consultant agrees that in performance of its duties as outlined in their attached and incorporated proposal dated July 13, 2022, it will be bound by the code of ethics applicable to its industry. The Consultant will complete all work required and referenced in the proposal and Contract expeditiously and on time, or as mutually agreed by the City and Consultant. The Consultant shall provide the City with the services described in their proposal in the Pricing Section, only for the Phases outlined below in Article 21 Contract Fees.

The Consultant shall not directly or indirectly enter into any Contract, participate in any collusion, or otherwise take any action in submitting an independent estimate of fees for any project assignment, except as otherwise set out herein.

During the performance of the services herein provided for, the Consultant shall be responsible for any loss or damage to the document owned by the City while they are in its possession. Restoration of lost or damaged documents shall be at the Consultant's expense.

Consultant shall attend City meetings and make such trips to the offices of the City and to the site of the work to confer with representatives of the City, as may be necessary, and per the terms and conditions set for their proposal dated July 13, 2022, in the carrying out of the work under this Contract. Consultant shall work with the City to develop a project timeline and shall provide the City with a project plan and status reports as projects and milestones are completed. Consultant shall develop findings and recommendation regarding project objectives and shall obtain input from relevant City personnel regarding the findings and recommendations. Consultant shall provide the City with a draft report of its findings and recommendations for City review and input. Consultant shall provide the City with a final report and shall present the report at an in-person meeting, if requested.



Consultant shall permit the City to have full access thereto during the progress of the services being performed thereon.

Consultant shall commence services under this Contract only upon receipt of written notice from the City.

ARTICLE 4 – CITY COOPERATION

The City shall cooperate with the Consultant to furnish documentation timely, as appropriate, and as legally possible in the possession of the City relevant to the nature of the work assignments. The City shall provide a single point of contact for the Consultant and access to relevant personnel, data and policies and procedures.

All questions which may arise as to the quality and acceptability of work and manner of performance and rate of progress of the work shall be decided by the City.

ARTICLE 5 - COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Consultant for services described in the Pricing Section of its response and only for the Phases provide for in Article 20 pursuant to this Contract, net thirty (30) days after acceptance of the work and receipt from the Consultant of an itemized invoice describing services performed. Consultant will invoice the City monthly on a time and materials basis, unless otherwise agreed between the parties. The City shall only be required to pay for travel expenses that it approves prior to Consultant traveling.

Any change in services to be performed by the Consultant involving extra compensation or a change in fee payment structure must be authorized in writing by the City prior for the performance thereof by the Consultant.

In the event the Consultant deems extra compensation will be due for work or materials not clearly covered in this Contract, or not ordered by the City as a change, or due to changed conditions, the Consultant shall notify the City in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the Consultant to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the Consultant shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by Amendment to this Contract.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this Contract, except as hereinafter provided.

ARTICLE 6 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

In the provision of the services described herein, the Consultant, an approved subcontractor or anyone acting in its behalf, agrees to comply with all applicable Federal, State, and local laws and applicable regulations. In addition, and as applicable, the Consultant shall be licensed and/or certified and professionally designated by the State of Michigan and licenses and/or certifications shall be maintained as active during the term of this Contract.

ARTICLE 7 – INDEPENDENT CONSULTANT

The Consultant shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Consultant shall not be deemed to be an employee of the City for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Consultant shall supply and operate its own vehicles.

**ARTICLE 8 – SAFETY**

Consultant shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable. Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

ARTICLE 9 – OWNERSHIP OF DOCUMENTS

Ownership of all data, materials, and documentation, including electronic files, originated, and prepared for the City pursuant to this Contract shall belong exclusively to the City.

Consultant may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

ARTICLE 10 – INSURANCE

The Consultant shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance The City of Farmington Hills may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Farmington Hills, Central Services Department, 31555 West Eleven Mile Road, Farmington Hills, MI, 48336.

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

If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates and endorsements to The City of Farmington Hills at least ten (10) days prior to the expiration date.

**ARTICLE 11 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant agrees to defend, pay in behalf of, indemnify and hold harmless the City of Farmington Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Farmington Hills against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages which may be asserted, claimed or recovered against or from the City of Farmington Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Farmington Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the actual degree of fault of the Consultant.

ARTICLE 12 – SUBCONTRACTORS

No Contract may be sublet without the written consent of the City. Any subcontractor, so approved, shall be bound by the terms and conditions of this Contract. Consultant shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Farmington Hills for such acts or omissions. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 13 – ASSIGNMENT OF CONTRACT AND OTHER CONTRACTORS

The Consultant shall not assign this Contract or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Consultant shall coordinate work as required by the City. If any part of the Consultant's work depends on the proper execution of any other consultant/contractor, the Consultant shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other consultant's/contractor's work.

ARTICLE 14 – NON-DISCRIMINATION

The Consultant agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap. A breach of this Section shall constitute a material breach and may be cause for this Contract to be canceled or terminated by the City.

ARTICLE 15 – GOVERNING LAW

The laws of the State of Michigan shall govern this Contract.

ARTICLE 16 – CONFLICT OF INTEREST

The Consultant agrees that in the performance of this Contract, it shall at all times act in the best interest of the City of Farmington Hills and shall not have a financial interest in or otherwise benefit from any transaction between the City of Farmington Hills and the third party which might adversely affect the Consultant's performance of the services contemplated hereunder, except in the manner and to the extent provided in this Contract. Consultant shall advise the City of any potential conflicts and request clarification as applicable.

ARTICLE 17 – THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Contract, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Contract any legal or equitable right, remedy, or claim under or with respect to this Contract or any provision of this Contract. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named

ARTICLE 18 – TERMINATION OF CONTRACT

The City and the Consultant reserve the right to terminate this Contract without penalty or handling fees upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. City is obligated to pay the Consultant fees for work completed and accepted by the City to the date of termination.



The Consultant warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fees, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this Contract. For breach or violation of this warranty, the City of Farmington Hills shall have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Consultant acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation or availability of funds for services. If funds are not appropriated or otherwise made available, the City shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Consultant. The City shall give the Consultant written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

ARTICLE 19 – ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the City and the Consultant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Contract or by virtue of Contract between the City and the Consultant.

This Contract shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

ARTICLE 20 - CONTRACT FEES

And it is agreed that, in consideration of the faithful and entire performance by the Consultant of their obligations under this Contract, the City shall pay to them at the time and in the manner hereinafter the amount as below.

BASE FEES:

PHASE	NOT TO EXCEED LABOR FEE	PERSONNEL HOURS	ADDITIONAL FEES To be approved by the City prior to performance)
1 – ANALYSIS OF SITUATIONAL AWARENESS TRAINING PROGRAM	\$ 13,200	80	Travel Expenses
2- TRAFFIC STOPS AND CITATIONS ANALYSIS	\$56,100	340	Travel Expenses
3-ARRESTS ANALYSIS	\$51,810	314	Travel Expenses



IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees, and successors thereby, as of the date first written above.

CITY OF FARMINGTON HILLS -CITY

WITNESSES:

_____ BY: Gary Mekjian, City Manager/Date

_____ BY: Pam Smith, City Clerk/Date

CONSULTANT

WITNESSES:

Andrew G. Reece BY Andrew G. Reece, President/C.E.O 9/22/2022
NAME CONSULTANT/Date

Shaneva Bishop BY: Shaneva Bishop 9/22/2022
NAME CONSULTANT/Date

CONTRACTOR's signature (s) must be notarized:

STATE OF Virginia)

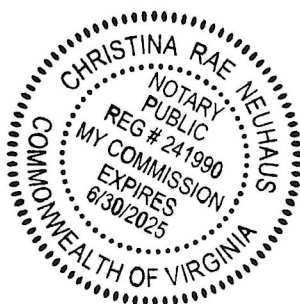
COUNTY OF Arlington)

Subscribed and sworn to before me this 22nd day of September 20 22

Christina Neuhaus
Notary Public

Acting in County Fairfax

My Commission Expires 06/30/2025



REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER – OCTOBER 10, 2022

SUBJECT: Interlocal Agreement for Oakland County to approve the Designated Assessor for the period January 1, 2023 through December 31, 2027.

ADMINISTRATIVE SUMMARY:

The City Council is required to renew the aforementioned Interlocal Agreement in order to reflect the new Equalization Director, Michael Lohmeier as the Designated Assessor for the County. The City Council approved an Interlocal Agreement at their Regular Meeting of December 14, 2020 which reflected the name of the previous Equalization Director, David Hieber, who Mr. Lohmeier replaced as of June 2022.

Public Act 660 of 2018 requires that every one of the 83 counties in Michigan name a Designated Assessor. The Designated Assessor provides Assessing services for any local unit of government which fails to provide Assessing services that are compliant with the General Property Tax Act. The Designated Assessor is activated for a local unit of government only after several reviews and correction opportunities have been offered and have failed to achieve compliance.

RECOMMENDATION:

That the City Council hereby approves the Interlocal Agreement for Oakland County to Approve the Designated Assessor for the Period January 1, 2023 through December 31, 2027.

Submitted by: Matthew A. Dingman, City Assessor

Reviewed by: Thomas C. Skrobola, Finance Director/Treasurer

Reviewed by: Gary Mekjian, City Manager

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE
THE DESIGNATED ASSESSOR FOR THE PERIOD January 1, 2023
THROUGH December 31, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. On December 29, 2020, Oakland County met this requirement, having a majority of the Assessing Districts in favor of the Equalization Officer serving as its Designated Assessor. On August 4, 2022, Oakland County Commissioners voted to retain Micheal R Lohmeier, MMAO as its new Equalization Officer for its Equalization Division, and as a result, the interlocal agreements were required to be revised. A majority of the Assessing Districts are in favor of the Equalization Officer serving as its Designated Assessor.

The following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

BACKGROUND INFORMATION

Oakland County names **MICHEAL R. LOHMEIER (R-6101)**, in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County¹. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

QUALIFICATIONS OF DESIGNATED ASSESSOR

Micheal R. Lohmeier has been certified as a Michigan Master Assessing Officer since 2012. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

Micheal R. Lohmeier has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that Micheal R. Lohmeier will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

¹ Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:
<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
 - 1.3.1 Make assessments of real and personal property within the Assessing District;
 - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
 - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
 - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
 - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
 - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District

pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS

2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:

2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.

2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.

2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

3.0 DESIGNATED ASSESSOR COMPENSATION

3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.

3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.

3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, Micheal R. Lohmeier, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2027. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS

It is understood by the parties that Micheal R. Lohmeier is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

6.0 ENTIRE AGREEMENT

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

7.0 AMENDMENTS

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

8.0 SEVERABILITY

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

9.0 GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

10.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, _____ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the _____ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

[Signatures contained on following page]

EXECUTED: _____
Name and Title:

DATE: _____

WITNESSED: _____
Name and Title:

DATE: _____

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

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Name and Title:

DATE: _____

MICHEAL R. LOHMEIER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: _____
Micheal R. Lohmeier
Oakland County Equalization Officer

DATE: _____

ADDENDUM – SEV TOTALS

OAKLAND COUNTY SEV TOTALS BY CLASS

Class	Parcel Counts	State Equalized Values
Agricultural	392	87,150,370
Commercial	20,907	14,614,165,290
Industrial	4,441	2,896,770,040
Residential Personal Property	448,068	68,274,369,769
Special Acts	52,372	3,863,299,665
	650	507,403,698

REPORT FROM CITY MANAGER TO CITY COUNCIL – October 10, 2022

SUBJECT: Consider Adopting a Bond Authorizing Resolution to Sell Capital Improvement Bonds to Finance Renovations to the Community Centers

Administrative Summary

The Adopted FY 2022-23 Budget includes Capital Improvement Fund projects that will be financed in part with proceeds from the sale of bonds, including barrier free improvements, City hall equipment retrofits and replacement, police building and site improvements, security system equipment, electric vehicle charging stations, City hall and police department underground fuel tank replacement, replacement of interior lighting fixtures, and other capital improvement projects indicated in the City's CIP Plan.

Based on bond specifications prepared by PFM, the City's financial advisor, the City's bond counsel from Miller Canfield prepared the attached bond authorizing resolution for consideration by City Council.

The bond authorizing resolution allows bonds to be issued in a competitive sale in an aggregate amount not to exceed \$7,000,000 for a term not to exceed 20 years.

It is expected that if the bond authorizing resolution is adopted on October 10th, 2022, then the bond sale will occur early 2023 contingent on bond market conditions.

Recommendation

Adopt the Resolution (as prepared by Miller Canfield) authorizing the issuance of Capital Improvement Bonds, for the purpose of financing Capital Improvement Fund projects.

Prepared by: Thomas C. Skrobola, Finance Director/Treasurer
Approved by: Gary Mekjian, City Manager

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

**CITY OF FARMINGTON HILLS
County of Oakland, State of Michigan**

Minutes of a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on the 10th day of October, 2022, at 7:30 o'clock p.m. prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Farmington Hills, County of Oakland, State of Michigan (the "City"), intends to authorize the issuance and sale of one or more series of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost to acquire, construct, furnish and equip capital improvements in the City, including a) barrier free improvements, b) City hall equipment retrofits and replacement, c) police building and site improvements, d) security system equipment, e) electric vehicle charging stations, f) City hall and police department underground fuel tank replacement, g) replacement of interior lighting fixtures, and h) other capital improvement projects indicated in the City's CIP Plan, together with other necessary improvements and all demolition, site improvements and all appurtenances and attachments (the "Projects"); and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Projects shall not exceed Seven Million Dollars (\$7,000,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Projects prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Farmington Press*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a **display advertisement not less than one-quarter (1/4) page in size** in substantially the form attached to this Resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Projects which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is \$7,000,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Pam Smith
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, at a regular meeting held on October 10, 2022, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Pam Smith
City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF FARMINGTON HILLS OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND OF RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Council of the City of Farmington Hills, County of Oakland, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series in a total principal amount of not to exceed Seven Million Dollars (\$7,000,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip capital improvements in the City, including a) barrier free improvements, b) City hall equipment retrofits and replacement, c) police building and site improvements, d) security system equipment, e) electric vehicle charging stations, f) City hall and police department underground fuel tank replacement, g) replacement of interior lighting fixtures, and h) other capital improvement projects indicated in the City's CIP Plan, together with other necessary improvements and all demolition, site improvements and all appurtenances and attachments.

BOND DETAILS

The bonds will mature in annual installments not to exceed twenty (20) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Pam Smith
Clerk, City of Farmington Hills

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REPORT FROM CITY MANAGER TO CITY COUNCIL - October 10, 2022**SUBJECT: Designation of City Depositories****Administrative Summary**

- City Council is required by the laws of the State of Michigan to provide, by resolution, an approved list of financial institutions for the deposit of the City's public monies. All depository institutions designated by the City are reviewed on a quarterly basis to ensure they remain qualified to provide for the City's investment services.
- The following brokers, dealers, safekeeping institutions, pool accounts and banks are recommended as depository institutions for City funds and other public monies coming into the hands of said Treasurer:

Brokers/Dealers/Safekeeping:

Comerica Securities	Fifth Third Securities
Huntington Capital Markets	J.P. Morgan Securities LLC
KeyBanc Capital Markets	PNC Financial Services Group
Raymond James & Associates, Inc.	Robinson Capital
UBS Financial Services, Inc.	

Pooled Accounts:

Michigan CLASS / Public Trust Advisors, LLC
Oakland County / Local Governmental Investment Pool (LGIP)

Banks:

Bank of America	
CIBC Bank	Comerica Bank
Fifth Third Bank	First Merchants Bank
Flagstar Bank	Huntington Bank
JP Morgan Chase Bank	PNC Bank

Recommendation:

It is recommended that the City Council approve the brokers, dealers, safekeeping institutions, pooled accounts and banks listed above.

Prepared by: Thomas C. Skrobola, Finance Director/Treasurer

Approved by: Gary Mekjian, City Manager

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER

October 10, 2022

SUBJECT: Collective Bargaining Agreement with Teamsters Local 214

ADMINISTRATIVE SUMMARY:

- * The City has been engaged in collective bargaining with the members of Teamsters Local 214. The current labor contract expired June 30, 2022.
- * The City and the Union signed a tentative settlement on July 27, 2022 and this settlement was subsequently ratified by the Union membership.
- * It is recommended that the City Council approve the terms and conditions tentatively agreed to which include the provisions of our current labor contract, as amended by the provisions of parties' tentative settlement.
- * The terms and conditions of the contract settlement were presented to the City Council by Assistant City Manager/Interim Human Resources Director Joe Valentine in a previous executive session. A summary of significant contractual revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of the collective bargaining that has taken place and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new Agreement with the Teamsters Local 214, in accordance with the terms and conditions in the Tentative Settlement Agreement ratified by the parties and outlined herein, being City Manager's Report dated October 10, 2022.

Prepared by: Joseph Valentine
Assistant City Manager/Interim HR Director

Approved by: Gary Mekjian
City Manager

**SUMMARY OF SIGNIFICANT REVISIONS
TO COLLECTIVE BARGAINING AGREEMENT**

**SUMMARY OF MAJOR ISSUES FROM CONTRACT SETTLEMENT
City of Farmington Hills and International Association of Fire Fighters (IAFF)
July 27, 2022**

- 1) **DURATION OF AGREEMENT:** The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2027 (Five years).
- 2) **WAGES:** 4.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of the bargaining unit who have worked hours since 7/1/22)
 1. Effective July 1, 2023 4.00%
 2. Effective July 1, 2024 4.00%
- 3) In addition, effective (prior to) July 1, 2025, the contract will be reopened once for the sole purpose of negotiating those wage rates for the periods July 1, 2025 through June 30, 2026 and July 1, 2026 through June 30, 2022.
- 4) Repay Teamster employee's student loans up to \$5250 in accordance with the CARES Act.
- 5) **ARTICLE XXI SICK LEAVE**
 - a. **SECTION B.** An employee who retires from City service under its retirement plan or voluntarily resigns in good standing shall receive sixty percent (60%) of all unused accumulated leave under this Section at his/her then current rate of pay. Upon death of an employee, all unused sick leave will be paid at the rate of sixty percent (60%) to the employee's beneficiary as listed in his/her life insurance policy.
- 6) The City's stipend payment will be made for the eligible employee and his/her lawful spouse.
 - a. Continuation of Retirement Health Benefits
 1. Reference the Pension Ordinance regarding Retirement Health Benefits:
 - ii. City Pension Ordinance
 - iii. Sec. 2—701. Medical Benefits
 - iv. (5) The only person covered by the retired member medical benefits as the retired member's spouse is the person to whom the retired member was lawfully married on the date the retired member's pension commenced. Subject to the other provisions of this section, the retired member's spouse shall be eligible for medical benefits as long as the retired member is alive and receiving pension payments, and after the retired member's death while the spouse is receiving pension payments due to the retired member's election of form of payment A, B or C.
 - v. ` Straight Life - NO Survivor Benefit
 - vi. ``Option A - 100% Survivor Benefit & Pop Up
 - vii. ``Option B - 75% Survivor Benefit & Pop Up
 - viii. ``Option C - 50% Survivor Benefit & Pop Up
 - ix. (b) The retirement system shall provide the medical benefits for retired members, spouses and beneficiaries as described in this section from the retirement system's retiree medical benefit assets. Effective May 15, 2000, the city established the City of Farmington Hills Post-Retirement Health Care Fund as the new funding vehicle for retiree health benefits for retired City of Farmington Hills employees. Effective May 15, 2000, the obligation of the City of Farmington Hills Employees' Retirement System with regard to retiree health benefits shall be solely to invest its retiree health assets until they have been exhausted and to make disbursements from those retiree health assets for the retiree

health benefits for qualifying retirees and beneficiaries until those retiree health assets have been exhausted.

- 7) ARTICLE XXII HOLIDAYS Section A.
 - a. Realign Columbus Day Holiday with Juneteenth Holiday
- 8) ARTICLE XXVII INSURANCE
 - a. The “Base Plan” as described in this section will be adjusted to BCBS PPO “and similar”
 - i. Parties agree to meet prior to any change implementation
- 9) Pension/Retiree Health:
 - a. All Teamsters to same DB pension multiplier, maximum pension, and pension benefit eligibility.
 - b. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month for doubles/families for those who have attained 60 years of age and 15 years of credited service.
 - c. Retirement Health Savings Plan (hired on or after January 1, 2008): Effective July 1,
 - i. 2022, the City will contribute 1,400 annually; \$116.67 for each month of credited service. Employees shall contribute 1.50% of the employee’s annual salary.
- 10) ARTICLE XXXI DEPARTMENT TRAINING Section C.
 - a. In the event the employee leaves the employ of the City within three (3) years from the date the City makes the payment, the employee shall reimburse the City for such payments by having the amount deducted from their final paycheck(s).
- 11) ARTICLE XXVIII RETIREMENT Section I.
 - a. Annuity Withdrawal:
 - i. The parties agree that the interest rate used to determine the reduction in retirement allowance shall be based upon the following schedule:
For retirements that begin on or after July 1, 2023: 1.5%
For retirements that begin on or after July 1, 2024: 2.1%
For retirements that begin on or after July 1, 2025: 2.7%
For retirements that begin on or after July 1, 2026: 3.3%
For retirements that begin on or after July 1, 2027: 3.9%
For retirements that begin on or after July 1, 2028: 4.5%
For retirements that begin on or after July 1, 2029: 5.1%
For retirements that begin on or after July 1, 2030: 5.7%
For retirements that begin on or after July 1, 2031: 6.0%
Enhancements to Dental and Vision benefits
- 12) Effective July 1, 2022, the maximum payment for Class I, Class II and Class III benefits will increase from \$1000.00 per person total benefit year to \$1,500.00 per person total benefit year. Orthodontics to increase from \$500 to \$1000 per person total benefit year. Vision to be 12/12/12
- 13) Recreation Supervisor - Move from TPR.03 to TPR.04
 - a. ***At the time of adjustment, current employees within this classification will be moved to the next highest pay step in the new scale at the time of adjustment.**
- 14) Building Maintenance Supervisor - Move from TSU.04 to TSU.07
 - a. ***At the time of adjustment, current employees within this classification will be moved to the next highest pay step in the new scale at the time of adjustment.**
- 15) Golf Course Supervisor - Move from TSU.03 to TSU.04
 - a. ***At the time of adjustment, current employees within this classification will be moved to the next highest pay step in the new scale at the time of adjustment.**

- 16) Adjust Chief Engineering Inspector (TSU.05) and City Planner (TMA.01) pay scale to reflect new scale of \$75,159-\$92,000 (aligned with Building Official MOU)

17)		18) Start	19) Year	20) Year	21) Year	22) Year
23) TMA.02		24) \$75,159	25) \$79,300	26) \$83,500	27) \$87,700	28) \$92,000
29) TSU.05		30) \$75,159	31) \$79,300	32) \$83,500	33) \$87,700	34) \$92,000

- a. *Building Official and City Planner will change to TMA.02
- b. Zoning Office Supervisor remains TMA.01
- c. ***At the time of adjustment, current employees within this classification will be moved to the next highest pay step in the new scale at the time of adjustment**

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER

October 10, 2022

SUBJECT: Collective Bargaining Agreement with International Association of Firefighters (IAFF)

ADMINISTRATIVE SUMMARY:

- * The City has been engaged in collective bargaining with the members of the International Association of Firefighters (IAFF). The current labor contract expired June 30, 2022.
- * The City and the Union signed a tentative settlement on July 26, 2022 and this settlement was subsequently ratified by the Union membership.
- * It is recommended that the City Council approve the terms and conditions tentatively agreed to which include the provisions of our current labor contract, as amended by the provisions of parties' tentative settlement.
- * The terms and conditions of the contract settlement were presented to the City Council by Assistant City Manager/Interim Human Resources Director Joe Valentine in a previous executive session. A summary of significant contractual revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of the collective bargaining that has taken place and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new Agreement with International Association of Firefighters (IAFF), in accordance with the terms and conditions in the Tentative Settlement Agreement ratified by the parties and outlined herein, being City Manager's Report dated October 10, 2022.

Prepared by: Joseph Valentine
Assistant City Manager/Interim HR Director

Approved by: Gary Mekjian
City Manager

**SUMMARY OF SIGNIFICANT REVISIONS
TO COLLECTIVE BARGAINING AGREEMENT**

**SUMMARY OF MAJOR ISSUES FROM CONTRACT SETTLEMENT
City of Farmington Hills and International Association of Fire Fighters (IAFF)
July 26, 2022**

1. **DURATION OF AGREEMENT:** The provisions of this agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2026 (Four years).
2. **WAGES:** 3.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of the bargaining unit who have worked hours since 7/1/22)
 - a. In addition, the City shall pay to all employees who are employed on the effective date of the new Agreement and who are members of the bargaining unit **a one-time, off-schedule, lump sum payment equal to 1.00% of the employee's regular, straight-time rate of pay.**
 1. Effective July 1, 2023 3.00% plus 1% lump sum payment
 2. Effective July 1, 2024 3.00% plus 1% lump sum payment
3. In addition, effective (prior to) July 1, 2025, the contract will be reopened once for the sole purpose of negotiating those wage rates for the periods July 1, 2025 through June 30, 2026.
4. Repay IAFF employee's student loans up to \$5250 in accordance with the CARES Act.
5. Enhancements to dental and vision benefits
 - a. Effective July 1, 2022, the maximum payment for Class I , Class II and Class III benefits will increase from \$1000.00 per person total benefit year to \$1,500.00 per person total benefit year. Orthodontics to increase from \$500 to \$1000 per person total benefit year.
 - b. Vision to include 12/12/12
6. SECTION G: Retirement Health
 - a. In addition to the 1.5% of salary currently contributed by employees toward their retirement insurance, retirees will contribute to the monthly premium as follows: Single \$50 Double \$100
7. 4) **RETIREMENT**
 - a. Increase Tier 2 Firefighters to same DB pension multiplier, maximum
 - i. pension, and pension benefit eligibility as Tier 1;
 - b. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month
 - i. for doubles/families for those who have attained 60 years of age and 15 years of credited service.
 - c. Retirement Health Savings Plan (hired on or after July 1, 2008): Effective July 1,
 - i. 2022, the City will contribution \$1,400 annually; \$116.67 for each month of
 - ii. salary.
8. Annuity Withdrawal:
 - i. The parties agree that the interest rate used to determine the reduction in retirement allowance shall be based upon the following schedule:
 - ii. **Tier 1**
 - iii. For retirements that occur between July 1, 2023 and July 1, 2033; 2% or the amount calculated using the PBGC formula, whichever is lower.
 - iv. **Tier 2**
 - v. 6% effective July 1, 2022

9. ARTICLE XXVI – Residency – Section A:
 - a. All employees shall, as a condition of continued employment, be residents and reside in a city, village, or township with a border that is within a twenty-five (25) mile radius from any border of the City of Farmington Hills, Michigan.

10. ARTICLE XXXV – Departmental Training and Education Section D:
 - a. An employee who leaves the employ of the City within three (3) years from the date he is reimbursed must repay the City for tuition costs incurred and said reimbursement may be deducted from his final check.

11. ARTICLE VI – Work Schedules, Section A to reflect the agreed upon language in attached
 - a. Memorandum of Understanding dated July 26, 2022 providing a evaluative trial program of a 24-hour shift schedule for career professional fire personnel for a period of three (3) years.

12. ARTICLE V – REMUNERATION
 - a. Position of Fire Marshal to be removed from the Bargaining Unit and added to the “General/Management” group. Current Fire Marshal to be “grandfathered”.

13. ARTICLE IX Holidays Section A
 - a. Realign Columbus Day Holiday (floating holiday) with Juneteenth Holiday (floating holiday).

14. ARTICLE XIV – HEALTH INSURANCE Section A
 - a. The “Base Plan” as described in this section will be adjusted to BCBS PPO “and similar”.

15. Limited duty to reflect specific considerations for pregnant and/or breastfeeding employees.

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER

October 10, 2022

SUBJECT: Administrative & Management Benefit Recommendations

ADMINISTRATIVE SUMMARY:

- * The City has reached settlements with 4 of the 5 City bargaining units for benefit changes beginning July 1, 2022.
- * The benefit changes are fairly consistent and provide similar changes in wages and benefits.
- * It is recommended that the City Council approve similar changes in wages and benefits consist with benefit settlements for other employees.
- * The terms and conditions of prior settlements were presented to the City Council by former Human Resources Director, John Randle, and Assistant City Manager/Interim Human Resources Director Joe Valentine in previous executive sessions. A summary of benefit revisions is attached to this City Manager's Report.

RECOMMENDATION:

In view of recent settlement provisions that have been implemented for other employee groups, it is hereby recommended that the following resolution be adopted by the City Council.

Resolve that the City execute benefit changes for Administrative/Management employees in accordance with the terms and conditions outlined herein, being City Manager's Report dated October 10, 2022.

Prepared by: Joseph Valentine
Assistant City Manager/Interim HR Director

Thomas Skrobola
Finance Director

Approved by: Gary Mekjian
City Manager

**SUMMARY OF RECOMMENDED BENEFIT REVISIONS
FOR ADMINISTRATIVE / MANAGEMENT EMPLOYEES
EFFECTIVE JULY 1, 2022**

- 1) **WAGES:** 4.00% Effective July 1, 2022 (retroactive to July 1, 2022 for all members of Administrative / Management group who have worked hours since 7/1/22)
- 2) Repay Administrative /Management employee's student loans up to \$5250 in accordance with the CARES Act.
- 3) Realign Columbus Day Holiday with Juneteenth Holiday
- 4) Pension/Retiree Health:
 - a. All Administrative /Management employees to same DB pension multiplier, maximum pension, and pension benefit eligibility.
 - b. Add a Retirement Healthcare Stipend of \$200/month for singles and \$400/month for doubles/families for those who have attained 60 years of age and 15 years of credited service.
 - i. Retirement Health Savings Plan (hired on or after January 1, 2008): Effective July 1, 2022, the City will contribute 1,400 annually; \$116.67 for each month of credited service. Employees shall contribute 1.50% of the employee's annual salary.
- 5) RETIREMENT
 - a. Annuity Withdrawal:
 - i. The interest rate used to determine the reduction in retirement allowance shall be based upon the following schedule:

For retirements that begin on or after July 1, 2023: 1.5%

For retirements that begin on or after July 1, 2024: 2.1%

For retirements that begin on or after July 1, 2025: 2.7%

For retirements that begin on or after July 1, 2026: 3.3%

For retirements that begin on or after July 1, 2027: 3.9%

For retirements that begin on or after July 1, 2028: 4.5%

For retirements that begin on or after July 1, 2029: 5.1%

For retirements that begin on or after July 1, 2030: 5.7%

For retirements that begin on or after July 1, 2031: 6.0%
- 6) Effective July 1, 2022, the maximum payment for Class I, Class II and Class III benefits will increase from \$1000.00 per person total benefit year to \$1,500.00 per person total benefit year. Orthodontics to increase from \$500 to \$1000 per person total benefit year. Vision to be 12/12/12

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022

SUBJECT: RESOLUTION – REGIONAL NINE MILE CORRIDOR STUDY

ADMINISTRATIVE SUMMARY

- In July 2022, the Oakland County Parks and Recreation Commission was awarded a \$45,000 Planning and Assistance Program Grant by SEMCOG. The grant funds a feasibility study, to be conducted by OHM, to determine how Nine Mile Corridor Communities, located between Hazel Park and Farmington Hills, can collaborate to share resources, and connect their communities.
- The project goals for the Nine Mile Corridor Plan were developed during Task Force Meeting #1 and include:
 - Connect the communities along Nine Mile and Nine Mile to surrounding community amenities
 - Manage stormwater effectively through green infrastructure development
 - Attract development and business along Nine Mile through multi-modal transportation investments
 - Support enhanced mobility for the surrounding communities
 - Unify the Nine Mile Corridor through placemaking initiatives
 - Identify potential funding mechanisms for priority projects

RECOMMENDATION

In view of the above, it is recommended that City Council approve the Resolution to support and participate in the Regional Nine Mile Corridor Study funded and managed by Oakland County Parks and Recreation and directed by the Nine Mile City Corridor Committee.

Prepared by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager

I, the undersigned, the duly qualified and acting Mayor of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on the ____ day of _____, 2022, the original of which resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____, 2022.

Vicki Barnett, Mayor

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022**

SUBJECT: AWARD OF BID FOR GOLF COURSE RIDE-ON TURF SPRAYER

ADMINISTRATIVE SUMMARY

- Sealed bids were solicited, posted on the MITN e-procurement system, opened and read aloud on September 15, 2022, for the purchase of a Ride-On Turf Sprayer for the Parks & Golf Division of the Department of Special Services. Bid notification was sent to ninety-three (93) vendors (including sixty-nine (69) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with three (3) responding & and zero (0) “No-Bids”.
- The ride-on turf sprayer will be utilized to apply pesticides to the golf course grounds. With the new technologies we will be able to treat the turf with better accuracy and agitation of the product while reducing the overall pesticide use.
- The equipment will be stored at Parks and Golf Maintenance Building.
- A two-year warranty for all parts & labor was required as part of the specifications. The engine comes with a three-year global commercial warranty.
- Funding for the ride-on turf sprayer is available in the Special Services Parks Millage Fund.

BID TABULATION

DESCRIPTION	QTY	Revels Turf & Tractor Brighton, MI		Spartan Distributors, Inc. Auburn Hills, MI		Revels Turf & Tractor Brighton, MI	
		Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
TURF SPRAYER	1	\$87,990.9	\$87,990.9	\$64,181.8	\$64,181.86	\$42,633.58	\$42,633.58
Make & Model proposed		Smithco 3180 Spray Star		Toro Multi-Pro 5800 (#41394)		John Deere 2020A Progator with HD300G Tank	
TOTAL BASE BID			\$87,990.9		\$64,181.8		\$42,633.58

Bid notification was sent to 93 vendors. We received zero "No Bids."

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order for a John Deere 2020A Progator Ride-On Turf Sprayer with HD300G Tank from Revels Turf & Tractor (a woman owned company) in the amount of \$42,633.58.

Prepared by: Jim Priebe, Golf Supervisor
 Reviewed by: Michelle Aranowski, Senior Buyer
 Reviewed by: Ellen Schnackel, Director of Special Services
 Approved by: Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022**

SUBJECT: AWARD OF PROPOSAL FOR ICE ARENA ROOF PROJECT – REMOVE AND REPLACE

ADMINISTRATIVE SUMMARY

- Requests for Proposal were solicited, posted on the MITN e-procurement system for the removal and replacement of the first and second floor roofs located at the Farmington Hills Ice Arena. After postponing, in an attempt to gain additional proposals, the two (2) proposals received were opened and read aloud on Wednesday, September 20, 2022. Bid notification was sent to over one hundred eighty (180) vendors (including fifty-one (51) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled). We received zero (0) "No-Bids.
- The Ice Arena roofing, including the lobby, concessions, restrooms, offices, and meeting rooms, is original from its opening in 1995. The awarded vendors were allowed to bid a full replacement with new insulation and an alternate replacement while utilizing the existing insulation.
- The City contracted Hubbell, Roth, & Clark as engineering consultants to prepare bid documents, perform test cores of the existing roof composition and deck condition, and provide bid drawings and specifications for the proposed work scope. Hubbell, Roth, & Clark’s assessment of the existing roof after performing test cores is that the alternate #1 is a viable option as there is enough thickness in the insulation to ensure we will be meeting the energy code.
- The recommended vendor, Royal Roofing Company, Inc., has 30+ years of experience.
- The total project estimate is \$219,900.00. Both bids indicated that they reserved the right to increase the price if material costs go up when they order materials. Therefore, staff is recommending authorization for up to the budgeted amount (\$252,885.00) to address market volatility for materials once the order is placed.
- Funding for the project is budgeted and available in the 2022/2023 Capital Improvements Budget

BID TABULATION

FULL REMOVAL

Company Name	City, State	Total Bid	15% Contingency	TOTAL
Royal Roofing Company, Inc.	Orion, MI	\$268,900.00	\$40,335.00	\$309,235.00
Newton Crane Roofing, Inc.	Pontiac, MI	\$291,000.00	\$43,650.00	\$334,650.00

ALTERNATE #1 – USE EXISTING INSULATION

Company Name	City, State	Total Bid	15% Contingency	TOTAL
Royal Roofing Company, Inc.	Orion, MI	\$219,900.00	\$32,985.00	\$252,885.00
Newton Crane Roofing, Inc.	Pontiac, MI	\$238,000.00	\$35,700.00	\$273,700.00

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase for the ice arena roofing replacement to Royal Roofing Company, Inc. in an amount not to exceed \$252,885.00.

Prepared by: Michelle Aranowski, Senior Buyer

Reviewed by: Kelly Monico, Director of Central Services
Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022

SUBJECT: AWARD OF BID FOR WINDOW WASHING – CITY HALL

ADMINISTRATIVE SUMMARY

- An invitation to bid (ITB) was advertised, available on the MITN e-procurement system and publicly opened on Wednesday, September 14, 2022, for Window Washing at City Hall. Notification was sent to ninety-three (93) vendors (including twenty-nine (29) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with two (2) vendors responding.
- The bid specifications pricing included cost for cleaning the interior and exterior of the windows for City Hall. The bid also included pricing for time and materials so other city owned building may benefit from the pricing as needed.
- Department of Public Services and Central Services evaluated and reviewed the responses and it was determined that the lowest qualified bidder is Global Building Maintenance. References were checked and staff is satisfied with the responses.
- The bid provides pricing for one (1) year with the option to extend the pricing for four (4) additional one (1) year terms upon mutual consent between the City and the vendors. Global Building Maintenance will have a 5% increase beginning in year two (2).
- Funding for this service is budgeted and available in the building maintenance accounts for City Hall.

BID TABULATION – SEE ATTACHMENT

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve purchase orders for window washing to Global Building Maintenance (woman owned) for an estimated amount of \$10,000.00 per year with one or more administration-approved extension not to exceed a total of four (4) additional one year extensions under the same terms and conditions upon mutual consent by the City and vendor.

Prepared by: Michelle Aranowski, Senior Buyer
Reviewed by: Tammy Gushard, Senior Engineer
Reviewed by: Karen Mondora, Director of Public Services
Reviewed by: Kelly Monico Director of Central Services
Approved by: Gary Mekjian, City Manager

City of Farmington Hills
 itb-fh-22-23-2348
 Window Washing City Hall
 Opened 9/14/2022

RECOMMEND FOR AWARD

Description	Saber Window Cleaning (dba) Transparent Window Cleaning Auburn Hills, MI	Global Building Maintenance Redford, MI
City Hall First Floor Interior Window Washing- Spring	\$ 2,100.00	\$ 600.00
City Hall Second Floor Interior Window Washing –Spring	\$ 3,200.00	\$ 1,200.00
City Hall First Floor Exterior Window Washing- Spring	\$ 1,250.00	\$ 750.00
City Hall Second Floor Exterior Window Washing –Spring	\$ 1,800.00	\$ 1,350.00
City Hall First Floor Exterior Window Washing- Fall	\$ 1,250.00	\$ 750.00
City Hall Second Floor Exterior Window Washing -Fall	\$ 1,800.00	\$ 1,350.00
TOTAL	\$ 11,400.00	\$ 6,000.00
Labor per hour straight time will be invoices at \$ ___ per hr	\$ 75.00	\$ 60.00
Materials will be invoiced at contractor cost + ___ %	\$ 10.00	\$ 20.00
% increase per year beginning at year 2 (can be renewed up to 4 times)	3%	5%

Bid Notification was sent to sixty-eight 93 contractors. We received zero (0) "No-Bids."

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022

SUBJECT: AWARD OF CCTV, DSX DOOR ACCESS & INTRUSION ALARMS SYSTEMS PURCHASE, INSTALLATION & MAINTENANCE

ADMINISTRATIVE SUMMARY

- Requests for Proposal were advertised, available on the MITN e-procurement site, and after a postponement to try to get additional responses, publicly opened and read aloud on Wednesday, September 28, 2022, for CCTV, DSX Door Access & Intrusion Alarms Systems Purchase, Installation & Maintenance. The request was sent to over one hundred (100) firms, (including twenty-seven (27) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with 1 responding.
- Twenty-three (23) City and Court buildings and properties are monitored and protected with some form of card access security systems, closed circuit television and intrusion alarms systems. Inspections and repair service is required for the City to maintain these systems.
- The specifications also require as needed purchase, installation & maintenance of the DSX Card Access System, as needed purchase, installation and maintenance for the Cities CCTV systems and intrusion alarm systems. The request required the awarded contractor provide pricing for repairs found during inspection and repairs needed on an emergency basis.
- City staff reviewed the proposal from Vigilante Security and are happy with their response. Vigilante Security is the current vendor for the City of Farmington Hills, and they have done excellent work for the City. City staff is confident in their ability to continue to provide these services in a professional & timely manner.
- The Capital budget currently has \$200,000.00 budgeted for Security System CCTV Cameras. All other purchases are funded through each department's operating budget as well as Tech Capital and Forfeiture funds.

PROPOSAL TABULATION-ATTACHED

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all budgeted purchase orders for Vigilante Security for CCTV, DSX Door Access & Intrusion Alarms Systems Purchase, Installation & Maintenance for a period of one (1) year with one or more administration-approved extensions not to exceed a total of five (5) additional years, under the same terms and conditions, through mutual consent by the City of Farmington Hills and each awarded vendor.

Prepared by: Michelle Aranowski, Senior Buyer
Reviewed by: Kelly Monico, Director of Central Services
Approved by: Gary Mekjian, City Manager

CITY OF FARMINGTON HILLS

RFP-FH-22-23-2353

CCTV, DSX Door Access & Intrusions Alarms Systems Purchase, Installation & Maintenance

Pricing & Discounts

ITEM	Vigilante Security
AS NEEDED PURCHASE, INSTALLATION & MAINTENANCE OF THE DSX CARD ACCESS SYSTEM, CCTV SYSTEMS AND INTRUSION ALARM SYSTEMS. Hourly rate for Labor to install or repair CCTV equipment - PER HOUR	\$85.00
Cost per foot to wire for installation of CCTV Equipment - PER FT.	\$0.81
Hourly rate to trace back & provide wiring diagrams for buildings that are without - PER HOUR	\$85.00
Hourly rate for Labor to install, repair, perform software updates or do programming DSX Card Access systems (on site) PER HOUR	\$85.00
Hourly rate for Labor to install, repair, perform software updates or do programming DSX Card Access systems <i>(remotely)</i>	\$65.00
Hourly rate for Labor to install or repair intrusion alarm systems	\$85.00
PERCENT INCREASE PER YEAR BEGINNING AT YEAR 2	Based upon MFG CPI index
PERCENT DISCOUNTS ON PUBLISHED PRICE BY MFG.	
Axis	5%
Bosch	5%
Digital Watchdog	5%
Dedicated Micros/Digital Sprite	5%
Pelco	5%
AP Parts	5%
AGN Pro	5%
DSX Card Access Systems	5%
Panasonic	5%
Radionics	5%
Orion Images	5%
View Z	5%
Vicon Environmental	5%

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
October 10, 2022**

SUBJECT: PURCHASE OF JOHN DEERE EQUIPMENT

ADMINISTRATIVE SUMMARY

- Sealed proposals were advertised, publicly opened and read aloud by the State of Michigan (MiDeal) for Agricultural, Grounds & Maintenance Equipment. The awarded contract with Deere & Company is offered to the City of Farmington Hills as a cooperative bid. Participating in a cooperative purchase provides cost savings for the City due to the buying power of a cooperative.
- The John Deere 7400A Trim Mower with LED light kit will be utilized to mow the golf course banks. It is designed to mow steep slopes/hills while protecting the operator. In conjunction with the rough utility mower the 7400A will mow around the green and tee complexes.
- The two (2) John Deere TX Turf Gators will be used for the general maintenance of the golf course grounds. They will be used to transport staff to complete their daily tasks.
- The equipment will be stored at Parks and Golf Maintenance Building.
- A two-year warranty for all parts & labor was required as part of the specifications.
- Funding for the John Deere 7400A Trims Mower is budgeted and available in the Special Services Parks Millage Fund and the two (2) John Deere TX Turf Gators are budgeted in the FY 22/23 Capital Improvement Fund.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve the purchase order in the amount of \$63,090.90, including one (1) John Deere 7400 A for \$44,567.64 and two (2) John Deere TX Turf Gators for a total amount of \$18,523.26, to John Deere and to take delivery of the equipment via Revels Turf & Tractor as an authorized dealer.

Prepared by: Michelle Aranowski, Senior Buyer
Reviewed by: James Priebe, Golf Maintenance Supervisor
Reviewed by: Ellen Schnackel, Director of Special Services
Reviewed by: Kelly Monico, Director of Central Services
Approved by: Gary Mekjian, City Manager

REPORT TO THE CITY COUNCIL FROM THE CITY CLERK – OCTOBER 10, 2022

SUBJECT: Consideration of approval of Special Event Permit for the CARES Halloween Trunk or Treat Event to be held on Sunday, October 23, 2022

ADMINISTRATIVE SUMMARY:

- The City received a formal application from Todd Lipa, representing CARES of Farmington Hills, for a Special Event Permit in order to hold the Halloween Trunk or Treat Event Sunday, October 23, 2022 from 2:00pm-4:00pm
- The event is a community Halloween Trunk or Treat. One half of the parking lot will have decorated vehicles with a DJ and 10x10 tent. Older classic vehicles will be staged along the perimeter of the parking lot.
- The required insurance and/or indemnification agreement was received by the City.
- The application was reviewed by all appropriate Departments. There were no objections to the event, subject to the following conditions and details as verified by the applicant:
 - An electrical permit with inspection is required
 - The event shall comply with minimum Fire Prevention Code requirements
 - No smoking within 500' of flammable or combustible liquid
 - Egress from the facility shall not be blocked or restricted
 - Fire lanes shall be maintained at 20' minimum
 - Proponent must contact Fire Prevention to schedule an inspection prior to the beginning of the event
 - And subject to all conditions outlined by the Police Department upon final review from that department

RECOMMENDATION:

IT IS RESOLVED, that City Council hereby approves a Special Event Permit for the CARES Halloween Trunk or Treat Event to be held on Sunday October 23, 2022 from 2:00pm to 4:00pm subject to the terms and conditions outlined in the City Clerk report dated October 10, 2022.

Respectfully submitted,



Pamela B. Smith, City Clerk

APPLICATION FOR SPECIAL EVENT/TEMPORARY OUTDOOR SALES

CITY OF FARMINGTON HILLS
31555 ELEVEN MILE ROAD, FARMINGTON HILLS MI 48336
(248) 871-2410 FAX (248) 871-2411

ALL FEES ARE NON-REFUNDABLE

Fees: \$50.00 Application Review Fee (fee is waived for non profit companies) Carnivals are \$ 150.00

A **Clean Up Deposit** of \$300 is required for special events and temporary outdoor sales (involving the use of any temporary outdoor structures or equipment – tents, tables, etc.). This deposit is refundable when the site is cleared.

A **Liability Insurance Certificate** naming the City as an additional insured in the amount of \$1,000,000 is required for special events or temporary outdoor sales as determined by the City. The attached **Indemnification Agreement** is required for Special Events as determined by the City.

Temporary Outdoor Sales: (Sales event held on the same property as the business and accessory to the use of the business) are limited to 14 consecutive days and a total of 28 days in any 12 month period.

NOTE: A COMPLETE AND DETAILED SITE PLAN/SITE MAP OF THE PROPERTY SHOWING THE EVENT AREA IS REQUIRED. PLAN MUST SHOW LOCATIONS OF SIGNS, TENTS OR ANY STRUCTURES, AMUSEMENT RIDES, FOOD SERVICES, PARKING AREA, THE LOCATION OF EXISTING BUILDINGS, ETC. REQUEST WILL NOT BE REVIEWED UNTIL THIS PLAN IS RECEIVED. IF A TENT IS TO BE ERECTED, SPECIFICATIONS ARE REQUIRED - SEE page 2)

APPLICANT'S NAME: (If partnership or corporation, please include all names & residential address of officers on separate sheet)

CARES in Farmington Hills

APPLICANT'S RESIDENTIAL ADDRESS:

27835 Shiawassee St. Farmington Hills Mi, 48336
CITY ST ZIP

APPLICANT'S PHONE: Office: 248-882-7800 Cell: 248-231-8493

RELATION OF APPLICANT TO BUSINESS/EVENT: Owner Manager Representative Other

IS ORGANIZATION A FOR PROFIT OR NON PROFIT BUSINESS: PROFIT NON-PROFIT

ADDRESS OF THE PROPERTY AT WHICH THE EVENT WILL BE CONDUCTED:

27835 Shiawassee St Farmington Hills Mi, 48336

DOES APPLICANT OWN OR OCCUPY THE PROPERTY AT WHICH THE EVENT IS TO BE HELD?
 YES NO IF NO, WRITTEN CONSENT FROM THE PROPERTY OWNER FOR THE EVENT IS REQUIRED WITHIN SEVEN(7) DAYS OF THE DATE OF SUBMISSION OF APPLICATION TO THE CITY AND TO ALL OTHER TENANTS ON THE PROPERTY OF THE PROPOSED EVENT. PLEASE ATTACH.

GIVE A DETAILED DESCRIPTION OF THE EVENT PROPOSED:

We are hosting a community Halloween Trunk or Treat. We will be using one half of our parking lot for the decorated vehicles and older classic vehicles will be staged along the perimeter of the parking lot. All eergency lanes will be open.

DATE OF THE EVENT: October 23, 2022 TIME OF YOUR EVENT: 1pm set up with event from 2-4pm

NOTE: Special events/temporary outdoor sales are permitted by ordinance ONLY between 9am and 10pm

IS THE EVENT OPEN TO THE GENERAL PUBLIC? YES NO

WILL ANY GOODS OR MERCHANDISE BE OFFERED FOR SALE TO THOSE ATTENDING:
 YES NO

MAXIMUM NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: we had a 1000 in 2021

HAS THE APPLICANT, PARTNERS, OFFICERS OR DIRECTORS EVER BEEN CONVICTED OF A FELONY?

YES NO IF YES, ON SEPARATE SHEET PROVIDE DESCRIPTION OF CONVICTION -- INCLUDING WHAT FOR, DATE OF INCIDENT, DATE OF CONVICTION, ETC.

PERMANENT STRUCTURES ARE NOT ALLOWED TO BE ERECTED. DO YOU PLAN ANY TEMPORARY STRUCTURES (TENT, TRAILER, STAGE, ETC)? YES NO IF YES, PLEASE DESCRIBE WHAT THOSE ARE AND INCLUDE ON MAP: 10 x 10 tents

IF A TENT IS PROPOSED, INDICATE THE SIZE AND NAME AND ADDRESS OF THE COMPANY PROVIDING THE TENT: 10x10 tents, CARES own's our own tents. CARES in Farmington Hills 24835 Shiawassee St. Farmington Hills Mi, 48336

NOTE: A certificate of Flame Resistance for the Tent must be provided 10 days prior to the date of event/sales.

IF THE REQUEST IS TO HOLD A BLOCK PARTY, ARE YOU REQUESTING TO CLOSE ANY ROADS FOR THE EVENT? YES NO (If yes, please submit signatures of abutting property owners who would be directly affected by the road closure indicating that they have no objections-form attached).

WILL ELECTRICAL EQUIPMENT BE USED FOR THIS EVENT? YES NO IF YES, DESCRIBE IN DETAIL WHAT TYPE OF ELECTRICAL EQUIPMENT WILL BE USED. CONTACT BUILDING DEPARTMENT at 248.871-2450 TO DETERMINE IF A PERMIT IS REQUIRED.

We have a DJ and we are using the building power.

IS ANY SIGNAGE PROPOSED? YES NO IF YES, NOTE SIZE AND LOCATIONS OF ANY SIGNS PROPOSED ON THE PLAN PROVIDED WITH THIS APPLICATION.

IS THE EVENT FOR PROFIT? NON- PROFIT

IS THIS EVENT TO TAKE PLACE IN A CITY OWNED PARK YES NO

IF YES, HAVE YOU RECEIVED AND AGREE TO ABIDE BY THE CITY'S PARKS AND RECREATION RULES AND REGULATIONS? YES NO ANY DEVIATIONS REQUESTED? _____

Todd L. Lipa
Applicant's Signature

DATE: Sept 19, 2022

TODD L. LIPA
Printed Name of Applicant

Note: Section 22-119 of the City Code stipulates that other permits and/or inspections **MAY** be required along with permission to conduct the special event. This could be for health facilities (food), electric services, fire issues, or a certificate of use from the city's Building Department

FOR OFFICE USE ONLY:

- Application and fee
- Complete Site Plan/Map

APPROVALS:

- Police *subject to conditions*
- Fire
- Planning/Bld/Zoning
- Engineering

IF APPLICABLE:

- N/A Insurance Certificate (if required by city)
- Indemnification Agreement (Special Events)
- N/A Clean Up Deposit (if required by city)
- N/A Tent Certificate of Flame Resistance
- N/A Tent Co. Information (see above)
- Names/Addresses of Corporation
- N/A Neighborhood Signatures (block parties closing a road)
- N/A Carnivals Only (State of MI Certificate)

CARES in Farmington Hills
Trunk or Treat 2022

Trunk or Treater vehicles will be in the parking lot spaces closest to the building (north side) with any extra vehicles in the parking lot spaces closer to south side (Shiawassee).

Classic Cars are framing the parking lot with trucks facing the parking lot.

DJ will be staged in lawn area on north side of main building with a 10 x 10 tent.



Our 3' x 5' banner will be on our trailer. It is 40' off Shiawassee next to pine trees. It will be displayed for approximately 3 weeks.

Trunk or Treater

Tent/DJ



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Connie Parham
Date: October 10, 2022

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Connie Parham, who is related to an employee of the City, Erin Hathorne, who is a Guest Services Assistant for the Department of Special Services.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Connie Parham.

Name: Connie Parham

Position Applied For: Guest Services

Number of Employees Needed in this Position: 15

Date Position Posted: 4/19/22

Open Until: Filled

Number of Applicants for this position: 3

Number of Applicants Interviewed: 3

Salary: \$12.00/hour

Relationship: Connie Parham is the mother of Erin Hathorne who is a Guest Services Assistant for the Department of Special Services.

Justification: Connie Parham is the most qualified applicant and is available to begin work immediately.

Prepared by:

/s/ James Vayis

James Vayis
The Hawk Facilities Supervisor

Authorized by:

Approved by:

/S/ Ellen Schnackel

Ellen Schnackel
Director of Special Services

Gary Mekjian
City Manager

**MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
SEPTEMBER 12, 2022 – 7:30 PM**

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:32pm.

Council Members Present: Barnett, Bridges, Bruce, Knol, Massey, and Newlin

Council Members Absent: Boleware

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Kettler-Schmult, Mondora, Monico and Schnackel, Police Chief King and City Attorney’s Joppich and Young

PLEDGE OF ALLEGIANCE

Mayor Barnett led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Knol, to approve the agenda as published.

MOTION CARRIED 6-0.

CORRESPONDENCE

There was no correspondence acknowledged received.

CONSENT AGENDA

MOTION by Bridges, support by Massey, to approve consent agenda items #5 through #12 and #14, as read.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN

Nays: NONE

Absent: BOLEWARE

Abstentions: NONE

MOTION CARRIED 6-0.

MOTION by Massey, support by Bridges, to approve consent agenda item #13, as read.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, KNOL, MASSEY, AND NEWLIN

Nays: NONE

Absent: BOLEWARE

Abstentions: BRUCE

MOTION CARRIED 5-0-1-1.

CONSENT AGENDA ITEMS FOR DISCUSSION

There were no consent agenda items discussed.

PUBLIC QUESTIONS AND COMMENTS

There were no public questions or comments.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Council made the following comments and announcements:

- Acknowledged an event in the honor of the Anniversary of September 11th
- Farmington SAFE Resource Fair to be held in the Council Chamber on October 12th from 6:30pm-8:30pm
- Acknowledged the Police Officer and Firefighter of the Year
- Wished Councilmember Bruce a happy birthday

CITY MANAGER UPDATE

City Manager Mekjian made the following comments:

- The cannabis public outreach sessions will be held on October 3rd at 6pm and October 4th at 9am at City Hall
- The City Open House will be held on October 8th from noon-3pm

NEW BUSINESS

CONSIDERATION OF APPEAL OF A FREEDOM OF INFORMATION ACT (FOIA) REQUEST DATED AUGUST 1, 2022.

City Clerk Pam Smith explained that the appeal before City Council was with regard to a FOIA request submitted by Mr. DeWard that was denied by her office as the records simply do not exist. With regard to the communications requested, two prior requests for similar information were also denied back in 2018. She added that while the city has many documents relating to special assessment districts (SAD's), it is impossible to know if any were used in the production of the 2018 memo to which Mr. DeWard referred to in his FOIA request. Clerk Smith added that the two of the staff members that were here 4 years ago when the memo was drafted are also no longer with the city.

Mr. DeWard read portions of the 2018 memo from City Manager Boyer that he believed proved that there must have been documents used in the creation of the memo that were not provided to him. He also expressed concern that this memo was issued and there was no discussion at a City Council meeting regarding refunds on special assessment districts. He believes there are homeowners due a refund amounting to over \$550,000 per the City Charter. Mr. DeWard stated that he was the one who brought forth the fact that special assessments were not being certified as required and then this memo was issued.

Mayor Barnett asked Mr. DeWard to please explain what he is appealing under FOIA and what documents he believes exist that the city is not providing.

Mr. DeWard responded that he doesn't know what documents were reviewed by Mr. Boyer and other staff in preparation of the memo. He assumes if a memo was created with all of this information that there must have been documents used to create the memo and attachment. He also asked how Mr. Boyer could have certified the special assessments without reviewing any documentation and expressed concern that he did so through a memo to council and not in a public meeting.

Mayor Barnett commented that Mr. DeWard is making assumptions that documents exist and has also sent Council emails that are accusatory and border on defamation.

Mr. DeWard reiterated that he believes there are homeowners due a refund amounting to a total of over \$550,000. He believed that Clerk Smith said there may be documents.

Clerk Smith reiterated that the city has many special assessment records but there is no way of determining what records, if any, were used in the creation of the memo as requested by Mr. DeWard as there are no communications or emails as such and those employees are no longer with the City.

City Attorney Joppich added that the FOIA does not require the Clerk to track down former employees to determine what records, if any, might have been reviewed. In response to Council regarding further recourse Mr. DeWard may have, he stated that if the decision by the Clerk is upheld by Council, Mr. DeWard has the right to take his appeal further to Oakland County Circuit Court.

Mr. DeWard stated that he does not agree and feels that the Clerk has indicated there may be records. He is adamant that various homeowners are due over \$550,000 and he is not giving up on this effort. He commented that apparently the Council does not agree as he has written emails in the past and none of Council has agreed.

Mayor Barnett stated that she understands that Mr. DeWard believes homeowners are due more money including himself and alluded to prior appeals by Mr. DeWard and emails by Mr. DeWard where he has asserted that records must exist.

Mr. DeWard inquired what appeals Mayor Barnett was referring.

Attorney Joppich clarified that Mr. DeWard has submitted over the past 6 or 7 years 70+ FOIA requests and he is aware of at least one or possibly two other appeals that he brought in connection with those prior requests. A number of those requests asked for documents relating to various special assessment districts and charges and costs associated to those so a fairly good amount of material has been provided to Mr. DeWard on many of the special assessment districts over the years and perhaps some of that information supports this memo and worksheet attached. While not directly related to the appeal, a lot has been said about the city not responding to Mr. DeWard or agreeing with him regarding additional refunds; however, the city has responded to Mr. DeWard and did so through his office since the city was in litigation with Mr. DeWard. He noted that in at least five different letters he attempted to explain why the city believes no additional refunds were due to homeowners and the fact that many refunds were provided to homeowners as a result of the local road millage.

Mr. DeWard requested for the Council to waive the attorney-client privilege in order to provide him a copy of the attorney letter that was exempt per FOIA with regard to his request.

Mayor Barnett stated that she would not authorize providing attorney-client privilege documents. She asked that Mr. DeWard take a couple more minutes with his statement and then Council would hear from Attorney Young on the FOIA appeal.

Mr. DeWard reiterated that he is seeking any records relative to the production of the memo in question that was sent to the Mayor and Council and a memo he feels resulted in denying residents over \$550,000. He stated that he quoted a number of comments in the memo he believes relate to documents and requested staff take another look to determine if any documents are available. He does not know how the spreadsheet was created without any documents.

City Attorney Young explained that this appeal is made with respect to a FOIA request for specific documents. Upon receipt of the FOIA request, the City Clerk's Office reviewed past historical records

and determined that no such documents exist other than one specific public record that specifically answered the request made by Mr. DeWard and the one record was a communication between the City Attorney and at the time the highest administrative official in the city so the attorney-client privilege applies. The case law cited in his memo to Council indicates that just because a person believes their must be more records is not a basis to establish a FOIA violation and it is impossible in this case because even if we were to go back in time the city's retention policy would have applied and those records would not exist today. You have a request for information that is not present or protected by privilege and there is no basis to waive this privilege. He added that under FOIA, the city is not required to provide a report or summarize voluminous material that might have been reviewed to create a record or create a new document.

MOTION by Bruce, support by Massey, that the City Council of Farmington Hills hereby affirms the Clerk's denial of Mr. DeWard's August 9, 2022 FOIA Request for the following reasons:

- 1) Both FOIA Section 13(1)(g) and legal precedent in Michigan support withholding any legal communications between the City Attorney and City Officials pursuant to the attorney-client privilege.
- 2) The City has certified, under Section 5(5)(b) of the FOIA, that no other documents exist in response to Mr. DeWard's FOIA request other than the single email communication exempt for disclosure under the attorney-client privilege.
- 3) The City's response is consistent with the City Clerk's responses to Mr. DeWard's prior FOIA requests for the same or similar information.
- 4) Mr. DeWard has not provided any information showing that the City Clerk failed to conduct an exhaustive search for pertinent records, that there are documents that should have been provided to him in response to his August 2022 FOIA request, or that the City erroneously withheld any documents that would have satisfied his request.

MOTION CARRIED 6-0.

CONSIDERATION OF ADOPTION OF A RESOLUTION ESTABLISHING A MORATORIUM ON THE ISSUANCE OF ON-PREMISES LIQUOR LICENSES.

Charmain Kettler-Schmult, Director of Planning and Community Development, reported to Council that the city was informed by the Michigan Liquor Control Commission of five (5) additional quote licenses that are available to the city. The city is requesting a moratorium on issuance of those licenses through the resolution provided to Council as the city is reviewing the current ordinance pertaining to liquor licensing and updating language per state law and there are ongoing efforts to update the city's master plan and reevaluate the development and redevelopment objectives.

The proposed resolution would place a moratorium on issuing the license for a period of 180 days with the option to extend that time frame and also provided a "relief valve" by setting forth a process by which an aggrieved property owner or business petitioner may have a hearing before City Council to demonstrate that they meet certain conditions for relief from the moratorium. The moratorium will allow for City Staff, the Planning Commission, and City Council to carefully consider the relationship between future land uses and liquor licensing as it relates to implementing the City's vision.

Some Council members expressed concern with the 180 days and that placing a moratorium on the issuance of all 5 licenses does not come across as business friendly and welcoming to new businesses. A moratorium of 90 days was suggested or a compromise to only place a moratorium on only two or three of the quota licenses rather than all five.

Attorney Joppich clarified that City Council has the authority to extend or terminate the resolution at any time and that it could apply to all five license or only and that is also up to Council. He stated that while the Council could review the language of the current ordinance and update some of the language to mirror state law, it would most likely have to come back to City Council once the master plan is complete to include any further language to allow for social districts and certain establishments that may not be considered a bona fide restaurant.

Discussion continued and other members of Council agreed with 180 days in order to allow for the master plan process to proceed as prior discussions of Council included creating social districts and areas where future liquor licensed establishments could be located but not necessarily in conjunction with a bona fide restaurant, which is now required by city ordinance.

It was noted that larger development areas may qualify for redevelopment licenses that would not come out of the city's quota licenses.

MOTION by Bridges, support by Newlin, to establish a temporary 180-day Moratorium on the Issuance of On-Premises Liquor Licenses.

MOTION by Massey, support by Knol, to amend the motion to establish a temporary 90-day Moratorium on the Issuance of On-Premises Liquor Licenses with all other provisions of the resolution remaining including possible extensions.

Mayor Barnett called a vote on the motion to amend.

MOTION TO APPROVE THE AMENDMENT CARRIED 4-2
(Barnett and Bridges opposed, Boleware absent)

Attorney Joppich clarified that Council is adopting a resolution establishing this moratorium so based on the amended motion just made, that resolution would be modified to change 180 days to 90 days within the resolution with all other provisions remaining as submitted to Council.

Mayor Barnett called for a vote on the main motion as amended.

MOTION CARRIED 6-0

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS
RESOLUTION NO. R-152-22

RESOLUTION ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF ON-PREMISES LIQUOR LICENSES

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on September 12, 2022, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
ABSENT: BOLEWARE

WHEREAS, the City of Farmington Hills has come to learn that the Michigan Liquor Control Commission has five (5) on-premises liquor licenses available to the City, as a result of a population increase in the 2020 federal census and possibly other reasons; and

WHEREAS, pursuant to Section 501 of the Michigan Liquor Control Code, being MCL 436.1501(2), an application for a license to sell liquor on premises must be approved by the legislative body in which the applicant's place of business is located before the license is granted by the Liquor Control Commission; and

WHEREAS, upon examination by the City Council, City Staff, and City Attorney, it has been determined that the provisions of Chapter 4 of the City Code of Ordinances, which sets forth the requirements for approval of new on-premises licenses and other alcohol related matters, is in need of review and updating based on changes in state laws, ongoing master planning efforts of the City, re-evaluation of the City's development and redevelopment objectives, and considerations relating to the current character of the City; and

WHEREAS, City Council finds that with the availability of five (5) additional liquor licenses for issuance in the City, it is appropriate to carefully study, review, and evaluate the manner in which the City's liquor licensing and regulations may play into and could help facilitate the City's concurrent master planning efforts and future development objectives; and

WHEREAS, the City Council hereby finds that it is in the public interest to impose a temporary moratorium on applications for new on-premises liquor licenses in order to undertake such a study, review, and evaluation, and to determine the types and extent of amendments to Chapter 4 of the City Code that may be warranted under the circumstances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hill that a temporary moratorium be imposed barring the acceptance of applications for new, on-premises liquor licenses for a period of ninety (90) days, or the date that the City Council repeals this Resolution, whichever occurs first.

IT IS FURTHER RESOLVED that during the aforementioned 90-day moratorium, or any extension thereof, the City Council, together with the Planning Commission, City Staff, City Attorney, and appropriate consultants, shall attend to the following undertakings:

- 1) study, review, and evaluate the City's ongoing master planning efforts, development and redevelopment objectives, and current character (in all or specific areas of the City), and whether and how the City's liquor licensing and regulations, including potential amendments of same, may play into and could help support, facilitate, and maintain consistency with such efforts, objectives, and character;
- 2) study, review, and evaluate whether any of the current regulations in Chapter 4 of the City Code relating to liquor licensing are outdated or no longer necessary or in the best interest of the community, giving due consideration to public health, safety, and welfare and other relevant factors;

- 3) study, review, and evaluate changes in state liquor laws and the extent such changes warrant updates and amendments to Chapter 4 of the City Code; and
- 4) based on the above studies, reviews, and evaluations, determine the types and extent of amendments to Chapter 4 of the City Code that may be warranted under the circumstances, and if warranted, prepare and process such amendments with City Council.

IT IS FURTHER RESOLVED that this moratorium may be reviewed and extended based on the timing of the master planning process or other reasons determined by City Council, in its discretion, to require and justify an extension of the period of time needed to complete the above undertakings.

IT IS FURTHER RESOLVED that an aggrieved property owner or business petitioner may request and be entitled to a hearing before the City Council for the purpose of attempting to demonstrate that the moratorium will preclude all viable economic use of their property or otherwise violate applicable provisions of state or federal law. Said petitioner shall, in writing and directed to the City Clerk, request a hearing that describes the grounds for the request. The hearing shall be held at a City Council meeting within forty-five (45) days of receipt of the request. Upon concluding the hearing, the City Council shall determine whether the petitioner has made the required demonstration and if so, shall grant relief from the moratorium.

IT IS FURTHER RESOLVED that notice of the Resolution shall be posted at the City Hall throughout the 90-day period, or any extension granted.

AYES: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
NAYES: NONE
ABSENT: BOLEWARE
ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

CONSIDERATION OF APPROVAL OF AN APPOINTMENT TO THE BEAUTIFICATION COMMISSION.

MOTION by Bridges, support by Knol, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation to appoint Jarel Readous to the Beautification Commission with a term ending February 1, 2023.

MOTION CARRIED 6-0.

CONSENT AGENDA

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE KENDALLWOOD SUBDIVISION #1 WATER MAIN REPLACEMENT PROJECT TO BRICCO EXCAVATING COMPANY, LLC IN THE AMOUNT OF \$5,344,382.00. CMR 9-22-79

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the award of the Kendallwood Subdivision #1 Water Main Replacement Project to the lowest competent bidder, Bricco Excavating Company, LLC of Oak Park, Michigan, in the amount of \$5,344,382.00, and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF AWARD OF BID FOR AS NEEDED BUILDING TRADES TO COMMONWEALTH ENERGY FOR APPROXIMATELY \$35,000 PER YEAR; WITH EXTENSIONS. CMR 9-22-80

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to approve all repairs as needed for approximately \$35,000 per year with one or more administration approved extensions, not to exceed a total of four (4) additional years, under the same terms and conditions upon mutual consent by the City and Commonwealth Energy.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF AWARD OF BID FOR JANITORIAL SUPPLIES FOR CITY HALL AND POLICE DEPARTMENT TO LOWER HURON CHEMICAL & SUPPLY CO. INC. FOR AN ESTIMATED AMOUNT OF \$20,000 AND POTTY-PRODUCTS FOR AN ESTIMATED AMOUNT OF \$5,000 PER YEAR; WITH EXTENSIONS. CMR 9-22-81

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to approve all budgeted purchases and issue purchase orders to Lower Huron Chemical & Supply Co. Inc., for an estimated amount of \$20,000.00 and Potty-Products for an estimated amount of \$5,000.00 per year with one or more administration-approved extension not to exceed a total of four (4) additional one year extensions under the same terms and conditions upon mutual consent by the City and vendor.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF PURCHASE OF POLICE CANINE WITH SHALLOW CREEK KENNELS IN THE AMOUNT OF \$8,900 AND TRAINING WITH OAKLAND POLICE ACADEMY, PATROL DOG ACADEMY IN THE AMOUNT OF \$5,000. CMR 9-22-82

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to:

- Oakland Police Academy, Patrol Dog Academy in the amount of \$5,000.00 (Training)
- Shallow Creek Kennels in the amount of \$8,900.00 (Dog Purchase)

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF PURCHASE OF TEN (10) VEHICLES WITH SIGNATURE FOR IN THE AMOUNT OF \$420,839 AND PURCHASE OF EIGHT (8) VEHICLES WITH TODD WENZEL BUICK GMC IN THE AMOUNT OF \$276,627. CMR 9-22-83

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to issue purchase order(s) as follows:

- 1) To Signature Ford for ten (10) vehicles in the amount of \$420,839
- 2) To Todd Wenzel Buick GMC for eight (8) vehicles in the amount of \$276,627

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A RESOLUTION RECOGNIZING ALLIANCE CATHOLIC FOUNDATION AS A NON-PROFIT ORGANIZATION OPERATING IN THE COMMUNITY FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the Local Governing Body Resolution for Gaming Licenses Issued by the Bureau of State Lottery, recognizing Alliance Catholic Foundation as a non-profit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF AUGUST 15, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of August 15, 2022.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF AUGUST 15, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of August 15, 2022.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF AUGUST 22, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of August 22, 2022.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL SPECIAL MEETING MINUTES OF SEPTEMBER 6, 2022.

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby approves the City Council special meeting minutes of September 6, 2022.

Roll Call Vote:

Yeas: BARNETT, BRIDGES, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: BOLEWARE
Abstentions: BRUCE

MOTION CARRIED 5-0-1-1.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ATTORNEY REPORT

The attorney report was received by Council.

ADJOURNMENT

MOTION by Bridges, support by Knol, to adjourn the regular session City Council meeting at 8:57pm.

MOTION CARRIED 6-0.

Respectfully submitted,

Carly Lindahl, Deputy City Clerk

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL - COMMUNITY ROOM
SEPTEMBER 19, 2022 – 6:30PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:04pm.

Council Members Present: Barnett, Boleware, Bridges, Knol, Massey and Newlin

Council Members Absent: Bruce

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Director Monico, Police Chief King and City Attorney Joppich

DISCUSSION OF INDEPENDENT REVIEW OF POLICE SITUATIONAL AWARENESS TRAINING AND ANALYSIS OF POLICE TRANSPARENCY DASHBOARD

Gary Mekjian, City Manager, stated that this issue was last discussed at the Council's July 25th study session meeting at which time Council had comments regarding the following:

- Ongoing costs/potential grant opportunities to fund these efforts
- Need for more data points for the transparency dashboard
- The city maintaining its own data
- Qualifications of the contractor Winbourne being considered for the contract/agreement

City Manager Mekjian stated that Police Chief Jeff King was present to further explain how the data is collected and how the county interacts with CLEMIS to gather the data for the transparency dashboard. This evening staff is seeking Council direction on whether to move forward with all or portions of the analysis outlined and if they wish to move forward, would that be with the suggested vendor Winbourne or do they want staff to seek other Request For Proposals (RFP). He added that staff's recommendation would be to utilize Winbourne for these services if Council determines to move forward as they are more than qualified and have subject matter experts. He added that if the city went out for RFP's, it is likely that Winbourne would be the successful vendor.

Chief King explained the background on the transparency dashboard and how the process works with CLEMIS maintaining the city data, which is then released for the dashboard. He noted that the County offered these services free for the first couple of years, which will expire in another year and the cost would then be approximately \$7,000-8,000 annually for the city to maintain the transparency dashboard.

Council inquired if the data included road demographics such as location, officers involved, time of day, etc. It was confirmed that data points already include those road demographics but the issue is providing for clarify and some context behind the raw data provided.

Kelly Monico, Director of Central Services, explained the scope of Winbourne's proposal that would include suggestions for better data input in order to receive accurate data in return when creating reports. The scope will include a review of traffic patterns, interviewing staff and best practices used across the country. Winbourne has subject matter experts and they also have experience with training.

Discussion was held on involving the Oakland County Sheriff or other County Representative or a representative from CLEMIS to discuss the data with Council and how they could get the data from the system that they are seeking.

Chief King mentioned that the data comes from reports or tickets and someone's race may say "unknown" as that is up to the officer to include and make that determination as they cannot ask someone their race.

Discussion was held on the ability to take into consideration high crime areas and reasons as part of the data collecting, how officers are assigned and how data is collected during a stop.

Council requested that the report from Winbourne is provided so that it is not just their interpretation of the data but allows the city to analyze the data as well.

Director Monico reviewed from Winbourne's proposal the services that they have agreed to provide.

In response to Council, Chief King stated that if Winbourne were to suggest that different questions or data is collected in order to get more accurate reporting, CLEMIS most likely would not have an issue including that data if the request was reasonable.

Discussion was held on the three (3) different phases of the proposal as noted below. Not all members of Council agreed that all three phases were needed.

- Phase 1 – Analysis of Situational Awareness Training Program with a Not-to-Exceed
- Phase 2 – Traffic Stops and Citations Analysis
- Phase 3 – Arrests Analysis

The consensus of Council was to move forward with an agreement with Winbourne at the regular meeting on October 10, 2022 but to allow for a separate vote on each phase by Council.

ADJOURNMENT:

The study session meeting adjourned at 7:15pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
SEPTEMBER 19, 2022 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:31pm.

Council Members Present: Barnett, Boleware, Bridges, Bruce, Knol, Massey, and Newlin

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Schnackel and Skrobola, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Fire Chief Unruh led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Newlin, to approve the agenda as published.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING OCTOBER 9-15, 2022 AS FIRE PREVENTION WEEK

The following Proclamation was read by Councilmember Massey and accepted by Staff Lieutenant Firment:

**PROCLAMATION
Fire Prevention Week
October 9 – 15, 2022
“Fire Won’t Wait. Plan Your Escape.”**

WHEREAS, fire is a serious public safety concern both locally and nationally, and the Farmington Hills Fire Department is committed to ensuring the safety and security of all those who live in our City or visit our community; and

WHEREAS, the 2022 National Fire Protection Association (NFPA) campaign theme, “Fire Won’t Wait. Plan Your Escape.” reinforces the critical importance of developing a home escape plan and practicing it regularly; and

WHEREAS, according to NFPA data, your home - the place where people feel safest - is actually where you are at greatest fire risk, with 74% of all U.S. fire deaths occurring in homes; and

WHEREAS, today’s homes burn faster and hotter than they used to, minimizing the amount of time to escape safely, with as little as two minutes to get out from the time the smoke alarm sounds in a typical home fire; and

WHEREAS, the Fire Department urges everyone to develop a home escape plan with all members of the household, including those with sensory or physical disabilities; and

WHEREAS, firefighters emphasize the need for at least two ways out of every room, an outside meeting place a safe distance from your home, and home fire drill practice at least twice a year, both during the day and at night; and

WHEREAS, Farmington Hills Firefighter/Paramedics are dedicated to reducing the occurrence of home fires and home fire deaths and injuries and join with the NFPA in celebrating the 100th anniversary of Fire Prevention Week, the nation's longest-running public health observance on record.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim October 9 – 15, 2022 as **Fire Prevention Week** in the City of Farmington Hills, and urge all citizens to follow the 2022 Fire Prevention Week theme “Fire Won't Wait. Plan Your Escape.”

Staff Lieutenant thanked City Council and staff for the proclamation and reflected on the history of Fire Prevention Week.

PROCLAMATION RECOGNIZING OCTOBER 2022 AS BREAST CANCER AWARENESS MONTH

The following Proclamation was read by Councilmember Boleware and accepted by Fire Chief Unruh:

**PROCLAMATION
Breast Cancer Awareness Month
October 2022**

WHEREAS, since approximately 1 in 8 U.S. women (about 13%) will develop invasive breast cancer over the course of their lifetime, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection; and

WHEREAS, breast cancer is the most common cancer in women in the U.S., except for skin cancer, and breast cancer death rates are higher than those for any other cancer except for lung cancer; and

WHEREAS, in 2022, there will be an estimated 287,850 new cases of invasive breast cancer diagnosed in women, 2,710 cases diagnosed in men, and an additional 51,400 cases of cases of non-invasive (in situ) breast cancer diagnosed in women, with an estimated 43,250 women and 530 men dying from breast cancer this year alone; and

WHEREAS, the overall five-year relative survival rate is 99% for localized disease, 85% for regional disease, and 27% for distant-stage disease, with overall mortality rates declining due to increased awareness, treatment advances, and earlier detection through mammography screening, which is the single most effective method of detecting breast changes that may be cancerous long before physical symptoms become apparent; and

WHEREAS, there are over 3.8 million women living in the U.S. today with a history of breast cancer including women currently being treated and those who have finished undergoing treatment.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim October 2022 as **Breast Cancer Awareness Month** and encourage everyone to become aware of their risk for breast cancer, undergo regular screenings for early detection, and if diagnosed, talk to their health care providers about available treatment options.

PRESENTATION OF BREAST CANCER AWARENESS SHIRTS TO CITY COUNCIL BY THE FIRE DEPARTMENT

Robin Chevrette, Career Firefighter, presented City Council with the new design of the Breast Cancer Awareness shirts and explained how they could be purchased to support the cause.

CORRESPONDENCE

There was no correspondence acknowledged.

CONSENT AGENDA

MOTION by Bruce, support by Knol, to approve consent agenda as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

PUBLIC QUESTIONS AND COMMENTS:

There were no public questions or comments.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Council made the following comments and announcements:

- Councilmembers Bridges and Massey attended the Optimist Club installation dinner
- Farmington SAFE Resource Fair to be held on October 12th from 6:30pm to 8:30pm at City Hall
- Complimented the Library on their Extravaganza Event

CITY MANAGER UPDATE

City Manager Mekjian made the following comments:

- The cannabis public outreach sessions will be held on October 3rd at 6pm and October 4th at 9am at City Hall
- The city-wide open house will take place October 8th from Noon-3pm

Mayor Barnett added that there would be no meeting next Monday as the regular meeting had been rescheduled to this evening due to Rosh Hashanah.

CONSENT AGENDA

RECOMMENDED APPROVAL OF THE 2023 AUTO THEFT PREVENTION ACT SUBRECIPIENT AGREEMENT WITH OAKLAND COUNTY. CMR 9-22-84

MOTION by Bruce, support by Knol, that the City Council of Farmington Hills hereby authorizes the City to execute the Oakland County Auto Theft Program Subrecipient Agreement and any associated documents or agreements.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF BID FOR A WHEEL LOADER TO AIS CONSTRUCTION EQUIPMENT IN THE AMOUNT OF \$217,156. CMR 9-22-85

MOTION by Bruce, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to AIS Construction Equipment of New Hudson, Michigan, in the amount of \$217,156, which reflects the trade-in of vehicle #259 for \$120,000 and paving equipment for \$29,000.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF BID FOR HOSPITALITY LINENS RENTAL AND CLEANING SERVICES TO SOHN LINEN SERVICES IN AN ESTIMATED AMOUNT OF \$20,000 PER YEAR; WITH EXTENSIONS. CMR 9-22-86

MOTION by Bruce, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to sign an agreement and issue purchase orders for Hospitality Linens – Rental & Cleaning Service to Sohn Linen Services for an estimated amount of \$20,000 per year with one or more administration-approved extension not to exceed a total of three (3) additional one year extensions under the same terms and conditions upon mutual consent by the City and vendor.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A GUEST SERVICES POSITION.

MOTION by Bruce, support by Knol, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Alicia Bias for a Guest Services position in the Special Services Department. Alicia is the spouse of Norman Bias, who is a Gym Coordinator in the Special Services Department.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

CLOSED SESSION

CONSIDERATION OF APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING AGREEMENTS FOR TEAMSTERS AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION TO TAKE ACTION IF NEEDED AND TO CLOSE THE MEETING).

Mayor Barnett announced that City Council will return to open session immediately following the closed session to take action if needed, and to close the regular meeting.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby approves entering into a closed session to discuss Collective Bargaining Agreements for Teamsters and International Association of Fire Fighters (IAFF).

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

Council entered back into regular session immediately following the closed session at 8:53pm.

ADJOURNMENT

MOTION by Bridges, support by Massey, to adjourn the regular session City Council meeting at 8:53pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk