



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
DECEMBER 11, 2023 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - MAYOR PRO TEM BLISS

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

PUBLIC HEARINGS:

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [2.](#) City Clerk - 2024 Council Meeting Calendar
- [3.](#) City Council Regular Meeting Minutes of November 11, 2023

COMMUNICATIONS:

- [4.](#) Elected Officials Compensation Commission - Salary Order Resolution

REPORTS:

- [5.](#) City Manager - Policy for City Council Personal Electronic Device Stipend
- [6.](#) Police Chief - Mental Health Co-Responder Team Interlocal Agreement

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [7.](#) Police Chief - Purchase of Police Tasers

ORDINANCES:

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:

ADJOURNMENT

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

DATE: December 6, 2023

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, December 11, 2023

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, December 11, 2023.

CONSENT:

2024 COUNCIL MEETING CALENDAR

The City Council is being requested to adopt the 2024 City Council Meeting Calendar. Dates have been suggested to change due to Passover and Memorial Day. As always, City Council has the ability to add Special Meetings or move meeting dates as needed throughout the year.

COMMUNICATIONS:

ELECTED OFFICIALS COMPENSATION COMMISSION – SALARY ORDER RESOLUTION

At the Elected Officials Compensation Commission Meeting held on December 4, 2023, the Commission authorized a Salary Order that provides for a four percent (4%) salary increase for the Mayor and Council effective January 10, 2024, and a two percent (2%) increase effective January 1, 2025. The appropriate Council action would be for the Council to receive and file the Salary Order with the City Clerk, which would implement the Commission's Order effective thirty (30) days from the date of filing or to reject the Salary Order in whole or in part, which requires a two-thirds supermajority vote.

REPORTS:

POLICY FOR CITY COUNCIL PERSONAL ELECTRONIC DEVICE STIPEND

It has been a long-standing practice for the City Council to receive a laptop from the City. However, with the developments in technology, several council members use their own devices. Since agendas, minutes, and the special City Council portal are all hosted on the internet, we no longer need the Mayor and City Council to be connected to the City network. Therefore, starting with this election cycle, ITAC and Staff recommend eliminating city-issued laptops for elected officials in lieu of an Electronic Device stipend of \$500 an election cycle. This would be in addition to the internet stipend elected officials receive annually at the end of November. The currently issued laptops will be returned to the city.

MENTAL HEALTH CO-RESPONSE TEAM INTERLOCAL AGREEMENT

Over the last several months, staff has worked to develop partnerships with the Oakland Community Health Network (OCHN), the City of Ferndale, the City of Hazel Park, and the City of Royal Oak to create a co-responder team. Under this program, mental health clinicians will work across all four communities by co-responding with police to calls for service, proactively following up with people/families, establishing improved communication lines with the hospitals, courts, and jail, and providing proactive education to community members.

The initial cost of starting this program will be \$245,000, with an annual recurring cost of approximately \$240,000. This includes salary/wages for clinicians, vehicle reimbursements, radio, computer, and cell phone. The cost will be shared among the four communities, with an initial cost of an estimated \$61,250 and an annual recurring cost of \$60,000. All four communities have been advocating for grant funding from Oakland County, which the full Commission will consider on Thursday, December 7. All indications are that funding will be approved for the first year if communities commit to sustaining the program in future years. Details are to be worked out among the communities.

As always, it is our intention to utilize all grant money, if any becomes available, before using other City resources. The City does have Opioid funding money that can be used to sustain the program the following year.

If approved, a budget amendment would be needed for one-half of this year (January – June) for approximately \$30,625. Future expenses for the program will be submitted in the annual budget for consideration.

Staff recommends the approval of the Mental Health Co-response Team Interlocal Agreement, establishing a partnership with the City of Ferndale, the City of Hazel Park, the City of Royal Oak, and the Oakland Community Health Network and contract full-time mental health clinicians to work within the four communities.

BID AWARDS:

PURCHASE OF POLICE TASERS

Our current Tasers are past their useful life, beyond warranty, and utilizing outdated technology. New equipment is now under a subscription service with the sole source provider, Axon. Under this agreement, the City Police Department would receive tasers and instructor training. The current budget includes tasers for \$18,000; however, this new subscription program is \$130,420, payable in annual payments of \$26,084. Risk

Avoidance Grant funding has been applied for to offset this first-year expense if approved.

Staff recommends that the City Council approve a motion to purchase twenty (20) Taser 10 models (including training and equipment) for a total of \$130,420, payable over five years to Axon Enterprise, Inc., the sole source provider for this type of technology



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/23

PREPARED BY: Cheryl Rottmann, Deputy City Manager/City Clerk

AGENDA ITEM CONTENT: 2024 City Council Meeting Calendar

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Council is requested to adopt the 2024 City Council Meeting Calendar. Date changes take place in observance of Passover and Memorial Day.

RECOMMENDATION:

Staff recommends adopting the 2024 City Council Meeting Calendar.

PROPOSED CITY COUNCIL REGULAR MEETING SCHEDULE 2024:

JANUARY	8
JANUARY	22
FEBRUARY	12
FEBRUARY	26
MARCH	11
MARCH	25
APRIL	8
APRIL	15 (RESCHEDULED DUE TO PASSOVER FROM 4/22, WILL INCLUDE BUDGET)
MAY	13
MAY	28 – TUESDAY (MEMORIAL DAY)
JUNE	10
JUNE	24
JULY	8
JULY	22
AUGUST	12
AUGUST	26
SEPTEMBER	9
SEPTEMBER	23
OCTOBER	14
OCTOBER	28
NOVEMBER	11
NOVEMBER	25
DECEMBER	2 (WILL INCLUDE STRATEGIC PLANNING)
DECEMBER	9

City Council Regular Meeting
Madison Heights, Michigan
November 27, 2023

A City Council Regular Meeting was held on Monday, November 27, 2023 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Councilman Sean Fleming
Councilman Bill Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

ABSENT

Mayor Pro Tem Mark Bliss

OTHERS PRESENT

City Manager Melissa Marsh
City Attorney Larry Sherman
Deputy City Clerk Phommady A. Boucher

Mayor Grafstein gave the invocation and the Pledge of Allegiance followed.

CM-23-302. Excuse Councilmember.

Motion made by Councilman Mier, Seconded by Councilor Wright, to excuse Mayor Pro Tem Bliss from tonight's meeting.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss
Motion carried.

CM-23-303. Addition to the Agenda.

Motion by Councilman Fleming, Seconded by Councilor Rohrbach, to add to the agenda:
Presentation, Consumers Energy Foundation \$250,000 Prosperity Grant Award.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss
Motion carried.

CM-23-304. Appointment of Acting City Clerk.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to appoint Deputy City Clerk Phommady A. Boucher as the Acting City Clerk for tonight's City Council meeting.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-305. Financial Audit Presentation by Plante Moran.

Martin Olejnik and Keith Szymanski representing the City's Auditing firm, Plante Moran, presented for Council their review of the City's financial statements for the fiscal year ended June 30, 2023. Mr. Olejnik also reviewed Plante Moran's letter to the City Council.

Councilor Rohrbach congratulated Finance Director/Treasurer Kunath and the Finance Department on the audit.

City Manager Marsh commented that the Public Safety expenditure increased from \$17.6 million to \$20.7 million because the City invested \$3 million into the Police and Fire Pension increasing it from 40% to 60% funded.

Mayor Grafstein thanked City Manager Marsh, Finance Director/Treasurer Kunath and the Finance Department for a job well done.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach, to receive and file the Financial Audit by Plante Moran.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-306. Consumers Energy \$250,000 Prosperity Grant Award.

Lauren Royston, Community Affairs Manager, stated Consumers Energy Foundation's Prosperity Awards supports non-profit organizations and municipalities that are committed to improving the welfare of whole communities. The Prosperity Awards are one third of three \$500,000 signature grant allocations totaling \$1.5 million in 2023. The plan award winners were announced in April and the people award winners were announced in July. Consumers Energy Foundation accepted letters of intent for projects supporting neighborhood revitalization and arts and culture initiatives across Michigan. The City of Madison Heights was chosen from more than 100 applicants and is one of two 2023 prosperity award winners. The grant funding will support the Rock the Heights project to construct the state-of-the-art Amphitheater in Civic Center Park. It will serve as an inclusive community hub where people of all ages and abilities can gather in an outdoor setting. The other grant award winner was the Cheboygan Area Arts Council. The grant funding will

support improvements to the Cheboygan Opera House to ensure the facility is accessible for attendees and performers of all physical abilities. These awards serve an important part in helping make wonderful ideas come to light, strengthening the community, and supporting redevelopment and revitalization of arts and culture. On behalf of Consumers Energy Foundation, Ms. Royston is pleased to present the City of Madison Heights with the \$250,000 Prosperity Award.

Mayor Grafstein stated that she is thrilled to accept the Prosperity Award on behalf of the city and recognized the Arts Board for applying for the grant. She thanked Michael Covert and the Arts Board for everything they've done in bringing art and culture to the city.

Jennifer Nagle, Arts Board member, thanked everyone in Madison Heights and neighboring cities who have come to all the Arts Board events. She acknowledged everyone that enriched the community by submitting artwork displayed at the City Hall and Library. Covid has taught us it's not okay to just survive and that art helps us truly be alive.

CM-23-307. Public Hearing and Resolution Reprogramming Community Development Block Grant Funds.

A public hearing was held at 8:00 p.m. to hear comments pertaining to the Resolution Reprogramming Community Development Block Grant Funds. Seeing no public wishing to speak, Mayor Grafstein closed the public hearing at 8:01 p.m.

City Manager Marsh explained that the program funding is from prior years and in the past, we have used CDBG (Community Development Block Grant) Funds to pay for part of Code Enforcement. When our Code Enforcement Officer retired, his replacement was hired at a different wage and benefits level, so we haven't spent the full allocation through CDBG since 2020. Oakland County met with Community and Economic Development (CED) Director Tucker and explained that they have a spending ratio of 1.5% of Madison Heights funds so they've given us until April of 2024 to spend the money faster. We ask you to reprogram those extra funds we had in Code Enforcement for minor home repairs. The applicants for the minor home repair have already been identified through the City's Minor Home Repair Program.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve the Resolution authorizing Community Economic and Development Department to prepare and submit a request to Oakland County to reprogram \$50,000 from the Code Enforcement program for year 2020 to the minor home repair account; and further that the City of Madison Heights, as the applicant, authorizes the filing of program of funds with Oakland County.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-308. Public Hearing and Resolution Authorizing Community Development Block Grant Program Year 2024 Application.

A public hearing was held at 8:03 p.m. to hear comments pertaining to the Resolution Authorizing Community Development Block Grant Program Year 2024 Application. Seeing no public wishing to speak, Mayor Grafstein closed the public hearing at 8:04 p.m.

Councilman Fleming stated that seniors are being helped by the lawn cutting service, Code Enforcement can help fight blight and other code enforcement actions in our downtown area, and sidewalks contains the pedestrian amenities for the streetscape and make it more of a walkable downtown area.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright, to approve funding of Program Year 2024 as follows: Senior Lawn Cutting Service at \$20,603; Code Enforcement at \$50,000; and Sidewalks at \$66,756 for an anticipated allocation of \$137,359.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

MEETING OPEN TO THE PUBLIC:

Madison Heights resident Deb Van Slyke spoke about the impact I-75 road construction had on the Brettonwoods Subdivision. The project did not put up the proper walls as before, the residents don't have the environmental quality, and they are asking City Council for their support.

Michigan State Representative Mike McFall gave an update on the Public Safety and Violence Prevention Fund. It is additional funding coming to the cities, it will be based on the percentage of violence and other qualifications, and Madison Heights is on the list to receive funds. He wished everyone a Happy Holiday.

Madison Heights resident Martha Covert stated that she is excited about the Amphitheater coming to Civic Center Park. She thanked Melissa, Adam, and the Arts Board for taking the city to a new level.

CM-23-309. Consent Agenda.

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the Consent Agenda as read.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-310. Removal of Former Active Adult Center Streetlighting.

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the agreement with DTE for removal of existing streetlighting in the amount of \$18,599.31, and authorize the City Manager to sign on behalf of the City.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-311. City Council Special Meeting Minutes of November 8, 2023.

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the City Council Special Meeting Minutes of November 8, 2023, as printed.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

CM-23-312. City Council Regular Meeting Minutes of October 23, 2023.

Motion made by Councilor Wright, Seconded by Councilman Soltis, to approve the City Council Regular Meeting Minutes of November 16, 2023 (Rescheduled from 11-13-23) with the following correction: OTHERS PRESENT: add City Attorney Larry Sherman and remove Assistant City Attorney Jeffrey Sherman.

Voting Yea: Mayor Grafstein, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Absent: Mayor Pro Tem Bliss

Motion carried.

COUNCIL COMMENTS:

Councilman Mier hoped everyone had an enjoyable Thanksgiving and is enjoying this lovely cold weather.

Councilor Wright stated that he did visit the Brettonwoods Subdivision and found the noise was incredibly loud. He asked City staff to reach out to the State of Michigan because the City of Troy had similar issues and their residents were able to get the State to take action.

City Attorney L. Sherman hoped everyone had a nice Thanksgiving and wished everyone Happy Holidays.

City Manager Marsh thanked the Department of Public Services (DPS) and Recreation for a great Tree Lighting Ceremony. She stated that she appreciates the Finance/Treasury Department for the audit presentation.

Deputy City Clerk Boucher had no comments this evening.

Councilor Rohrbach also visited the Brettonwoods Subdivision and concurred with Councilor Wright's suggestion for City staff to advocate for the residents. The Human Relations and Equity Commission (HREC) is meeting tomorrow, and she will bring this matter up for discussion. Councilor Rohrbach wished everyone a Happy Thanksgiving. For those who are struggling during the holidays, please reach out to the many resources we have available. Councilor Rohrbach thanked all the volunteers, DPS, and Recreation for a beautiful Tree Lighting Ceremony. She recognized Mr. and Mrs. Garvey, who are the band directors from the Lamphere School District, for the concert tonight and for bringing music to our children and the community. The HREC is working on a community cookbook; Councilor Rohrbach encourages everyone to participate and celebrate their families' cultures and history. Stay tuned for more information.

Councilman Fleming spoke about the Police budget that includes new officers hired this year; as a Council Representative on the Crime Commission, they have given more incentives to officers than from other departments to join our Police Department. The Fire Department purchased a new ladder and EMS trucks last year. The Police Department updated their vehicle fleet. Fire Station 1 and Fire Station 2 have had renovations to their buildings. We need to make sure our first responders are paid well, and they have the best equipment. The Historical Commission is doing a clean up tomorrow at the Heritage Rooms in the basement of the City Hall. They are looking for volunteers to help move furniture and bring in new ideas. Councilman Fleming talked about the noise near Brettonwoods Subdivision. He will email the MDOT Project Manager regarding the I-75 road construction and possibly set up a town hall meeting for residents to voice their complaints. Councilman Flemming commented that the Lamphere School District band was good, and the Tree Lighting Ceremony was great.

Councilman Soltis thanked the residents for coming to the Tree Lighting Ceremony. He appreciates Santa Claus and the Lamphere Marching Band for a fantastic night. Councilman Soltis invited everyone to register for the Grinch's Candy Cane Hunt at the Public Library next month. He agreed that there are noise and cars speeding concerns at Brettonwoods Subdivision. Councilman Soltis thanked Michigan State Representative Mike McFall for attending out council meeting.

Mayor Grafstein will have City Administration follow up on the concerns at Brettonwoods Subdivision. She thanked everyone who came to the Tree Lighting Ceremony including the board members, volunteers, and Lamphere Marching Band. Earlier tonight, the City Council had a first time ever volunteer awards ceremony recognizing volunteers in the city. Mayor Grafstein expressed her gratitude for the Consumers Energy Foundation's Prosperity Awards and to have an Amphitheater built in our Civic Center Park. There will be a ribbon cutting held in warmer weather and possibly before the Memorial Day Parade in May. She hopes everyone had a good Thanksgiving and is getting into the Holiday Spirit. Remember at this time of year, there are people who get the holiday blues and please keep them in mind. She expressed her appreciation to Finance/ Treasury Director Linda Kunath for all her hard work. She recognized the Arts Board for a successful event with the Arts Gala. December 11th is the next Regular Council meeting.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 8:27 p.m.

Roslyn Grafstein, Mayor

Phommady A. Boucher, Deputy City Clerk



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/23

PREPARED BY: Cheryl Rottmann, City Clerk/Deputy City Manager

AGENDA ITEM CONTENT: Elected Officials Compensation Commission - Salary Order Resolution

AGENDA ITEM SECTION: Communications

BUDGETED AMOUNT: \$50,085

FUNDS REQUESTED: \$52,087

FUND: 101-101-703-0000

EXECUTIVE SUMMARY:

At the December 4, 2023 Elected Officials Compensation Commission Meeting, the Commission authorized the attached Salary Order. The appropriate Council action would be for Council to receive and file the Salary Order with the City Clerk, which would implement the Commission's Order effective thirty (30) days from date of filing, or to reject the Salary Order in whole or in part, which requires a two-thirds majority vote.

RECOMMENDATION:

ORDER OF THE ELECTED OFFICIALS COMPENSATION COMMISSION

WHEREAS, the Elected Officials Compensation Commission met on Monday, December 4, 2023, at 4:00 p.m. in the Madison Heights Municipal Building, pursuant to Ordinance 454 of 1972 consisting of six members.

Commissioners present: Bessler, Brunke, Geraldts, Marentette, Wright

Commissioners absent: Fortune-Heiligh

WHEREAS, Ordinance No. 454 of 1972, Section 2-214 provides as follows:

"The Commission shall determine the salaries of elected officials in the City; which determination shall be the salaries unless the Mayor and Council by resolution adopted by 2/3rds of the members elected to and serving shall reject them. The determinations of the Commission shall be effective 30 days following the filing with the City Clerk of such determination unless rejected by the legislative body. In case of rejection, the existing salary shall prevail."

WHEREAS, after due consideration by the members of said Board, having been furnished with current salary statistics and after full and complete discussion of all pertinent matters, the recommended decision of the Commission is as follows:

RESOLVED, IT IS ORDERED, that the salary of the Mayor shall be increased 4% from the current sum of \$9,498 per annum to \$9,877 per annum effective January 2024; and increased 2% from \$9,877 per annum to \$10,075 per annum effective January 2025; and,

IT IS FURTHER RESOLVED, that the salary of the Mayor Pro Tem shall be increased 4% from the current sum of \$7,321 per annum to \$7,613 per annum effective January 2024; and increased 2% from \$7,613 per annum to \$7,766 per annum effective January 2025; and,

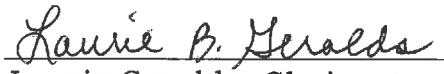
IT IS FURTHER RESOLVED, that the salary of the City Council members shall be increased by 4% from the current sum of \$6,653 per annum to \$6,919 per annum effective January 2024; and increased 2% from \$6,919 per annum to \$7,057 per annum effective January 2025.


Yeas: Bessler, Brunke, Geraldts, Marentette, Wright

Nays: None

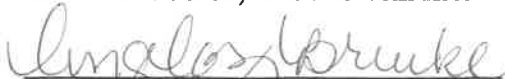
Absent: Fortune-Heiligh

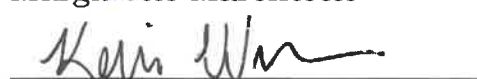
Motion carried.


Laurie Geraldts, Chairman


Marie Bessler, Vice-Chairman


Margarette Marentette


Angela Brunke


Kevin Wright

ARTICLE VII. COMPENSATION COMMISSION¹

Sec. 2-93. Creation; appointment and confirmation of members.

There is hereby created a commission to be known as the "compensation commission" to establish compensation for elected officials of the city. The commission shall consist of seven members who are registered electors of the city and shall be appointed by the mayor, subject to confirmation by a majority of the members elected and serving as the city council.

(Code 1958, § 2-211; Ord. No. 454, § 1, 4-24-72)

Sec. 2-94. Members' terms of office.

The term of office of each of the members of the compensation commission shall be for seven years except that of the members first appointed, one each shall be appointed for terms of 1, 2, 3, 4, 5, 6 and 7 years. Members shall be appointed before October first of the year of appointment.

(Code 1958, § 2-212; Ord. No. 454, § 1, 4-24-72)

Sec. 2-95. Vacancies; eligibility.

Vacancies on the compensation commission shall be filled for the remainder of the unexpired term. Any member or employee of the legislative, judicial or executive branch of the city or members of the immediate family of such member or employee shall be ineligible to be a member of the commission.

(Code 1958, § 2-213; Ord. No. 454, § 1, 4-24-72)

Sec. 2-96. Session days; quorum; action; compensation of members.

The compensation commission shall meet for not more than 15 session days in every odd numbered year and shall make its determination within 45 calendar days of its first meeting. The majority of the members of the commission shall constitute a quorum for conducting the business of the commission. The commission shall take no action or make no determination without a concurrence of the majority of members appointed and serving on the commission. The commission shall elect a chairman from among its members. "Session day" means any calendar day which the commission meets and a quorum is present. The members of the commission shall receive no compensation but shall be entitled to their actual and necessary expenses incurred in the performance of their duties.

(Code 1958, § 2-215; Ord. No. 454, § 1, 4-24-72)

Sec. 2-97. Determination of salaries of elected officials.

The compensation commission shall determine the salaries of elected officials in the city which determination shall be the salaries unless the mayor and council by resolution adopted by two-thirds of the members elected to and serving shall reject them. The determinations of the commission shall be effective 30 days following the filing with the city clerk of such determination unless rejected by the city council. In case of rejection the existing salary shall prevail. Any expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses, incurred in the course of city business and shall be accounted for to the city.

¹State law reference(s)—Authority to adopt ordinance similar to that from which this article is derived, in lieu of Charter provisions concerning salaries for elected officials, MSA 5.2084(3).

(Code 1958, § 2-214; Ord. No. 454, § 1, 4-24-72)

Secs. 2-98—2-108. Reserved.



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 11, 2023

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Mayor and City Council Technology Stipend

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: 3,500

FUND: 101-248-8183-000 and 592-590-8183-000

EXECUTIVE SUMMARY:

It has been a long-standing practice that the City Council receives a laptop from the City. However, with the developments in technology, several council members use their own devices. Since agendas, minutes, and the special City Council portal are all hosted on the internet, we no longer need the Mayor and City Council to be connected to the City network. Therefore, starting with this election cycle, ITAC and Staff recommend eliminating City issued laptops for elected officials in lieu of an Electronic Device stipend of \$500 an election cycle. This would be in addition to the internet stipend elected officials receive annually at the end of November. Current issued laptops would be returned to the City.

RECOMMENDATION:

ITAC and Staff recommend City Council approve a motion:
To approve the policy for City Council personal electronic device stipend.

**POLICY FOR CITY COUNCIL PERSONAL DEVICE
STIPEND**

I. Introduction

The Madison Heights City Council hereby establishes the policy and procedure for providing a stipend for the use by the Mayor and members of City Council. The purpose is to provide a flat amount as monetary reimbursement to the Mayor and members of the City Council for the cost of utilizing a personal computer, laptop, or tablet in the conduct of public activities on behalf of the citizens of the City of Madison Heights.

II. General Policy

The Mayor and members of the City Council are required to have their own personal device (computer, tablet, or laptop computer) for use to receive and transmit electronically communicated information to include City Council agendas, correspondence, access to websites, social media sites and other reports and information provided by a host of public and private entities.

In the calendar year that they are elected to office, the stipend noted below shall be paid to the Mayor and members of the City Council.

Laptop/Computer / Tablet - \$500 per term of office

The Mayor and Councilmembers shall comply with security protocols as established by the City Manager and Information Technology Department. The Mayor and Councilmembers are required to utilize designated city email addresses assigned by the City Manager and the Information Technology Department for the conduct of public business in order to meet established security protocols.

The Mayor and Council members will be required to submit a completed W-9 in order to receive payment through Accounts Payable as a reimbursement, and such payment(s) shall be subject to IRS regulations. The Mayor and Council members shall be responsible for their own financial records and reporting.

III. Disclosure

All city-related correspondence, information, and other material received or delivered utilizing a device registered for the stipend is the property of the City of Madison Heights and shall be subject to Freedom of Information Act (FOIA) requests, except such information, correspondence, and recording of calls not associated with public activity which are exempt from FOIA requests.

IV. ACKNOWLEDGEMENT OF UNDERSTANDING:

By signing below, I certify that I have received and understand the personal device stipend policy as of the date indicated below.

Item 5.

Signature

Printed Name

Date

Effective Date: December 11, 2023



AGENDA ITEM SUMMARY FORM

MEETING DATE: December 11, 2023

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Mental Health Co-Response Team Interlocal Agreement

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: 31,500

FUND: 101-301-8180-0000

EXECUTIVE SUMMARY:

See attached report.

Funding is being requested for January through June with future allocations being requested in the annual budget request.

RECOMMENDATION:

Staff recommends a motion by Council to approve this agreement.

MOTION: Move to approve a budget amendment to the Police Contractual Services account for \$31,500 knowing that staff will continue to seek grant funding and/or include future funding in future budget requests. (requires a supermajority - 5 votes)

Move to approve the Mental Health Co-response Interlocal Agreement and authorize the City Manager to sign said agreement.

To: Mayor and City Council

From: Melissa R. Marsh, City Manager
Brent LeMerise, Chief of Police

Date: December 5, 2023

Subject: Mental Health Co-Response Team Interlocal Agreement

There has been a push across the country to improve mental health awareness training for police officers and to divert non-violent misdemeanor offenders away from incarceration and toward mental health treatment when appropriate.

Within the past couple years, the Madison Heights Police Department (PD) has sent four officers through Crisis Intervention training, as provided by Oakland County Health Network (OCHN). OCHN provides specialized training in the best practices of recognition and response to mental health calls. The PD conducted department-wide training in November 2023 in de-escalation and how to deal specifically with subjects in mental health crises. As part of the law enforcement accreditation process set forth by the Michigan Association of Chief of Police, we annually review and update policies and procedures as it pertains to providing appropriate care and resources to those in a mental health crisis. The police department has partnered with Families Against Narcotics and Hope Not Handcuffs to provide assistance with addiction, which can be closely related to mental health. While all of this has been a step in the right direction, overwhelmingly the police are the sole first responders sent to assist those in mental health crisis in the community. There is a lack in follow-up with people and families, which leads to repetitive calls to the same person over time. Law enforcement actions are temporary and rarely the solution.

Over the last several months, staff has worked to develop partnerships with the Oakland Community Health Network (OCHN), the City of Ferndale, the City of Hazel Park, and the City of Royal Oak. This partnership has led to extensive research in the four communities by evaluating the frequency of these types of calls, how they are handled, and the utilization of resources. We have also met with and researched the Co-Response program created by Auburn Hills PD, Birmingham PD, and Bloomfield PD, who are also working in partnership with OCHN.

Since 2021, these communities have seen improvements in service delivery to those calls involving mental health situations using the same processes and partnership methods we have worked to create, which include:

1. Approving a partnership through an interlocal agreement among all participating agencies with OCHN.
2. Hiring two full-time mental health clinicians to work within all four police departments.
 - a. Clinician will be contracted directly from OCHN, and the four communities will share the cost.
3. Provide a workspace and communication devices, cost shared by the four communities.
4. Improve mental health call for service tracking and annual evaluation of the program.

As a result of this agreement, we will also be working toward the goal of training 100% of staff at each Police Department in Mental Health First Aid and Crisis Intervention Team training, partnering together to provide instructors, facilities, and equipment for training.

The mental health clinicians will work across all four communities by co-responding with police to calls for service, proactively following up with people/families, establishing improved communication lines with the hospitals, courts, and jail, and providing proactive education to community members.

The initial cost of starting this program will be \$245,000, with an annual recurring cost of approximately \$240,000. This includes salary/wages for clinicians, vehicle reimbursements, radio, computer, and cell phone. The cost will be shared among the four communities, with an initial cost of an estimated \$61,250 and an annual recurring cost of \$60,000. All four communities have been advocating for grant funding from both Oakland County and the State of Michigan. It is our intention to utilize all grant money or federal funding for the program if any becomes available and we are successfully awarded. However, we seek your support to move forward regardless of any outside funding opportunity. The Police Department is researching the utilization of opioid settlement funds to help offset this expense since the responder will be assisting individuals suffering from drug and opioid addiction.

If approved, a budget amendment would be needed for one-half of this year (January – June) for approximately \$30,625. Future expenses for the program will be submitted in the annual budget for consideration.

Staff recommends the approval of the Mental Health Co-response Team Interlocal Agreement, establishing a partnership with the City of Ferndale, City of Hazel Park City of Royal Oak, and the Oakland Community Health Network and contract full-time mental health clinicians to work within the four communities.

INTERLOCAL AGREEMENT FOR THE MENTAL HEALTH CO-RESPONSE TEAM

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

RECITALS

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

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

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

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

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

SECTION 1: Purpose of Agreement

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

SECTION 2: Definitions

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

- A. *Agreement.* This Intergovernmental Mental Health Co-Response Team Agreement.

- B. *Mental Health Clinician.* A mental health professional who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- C. *Chief of Police.* The highest-ranking law enforcement officer of a participating agency or his or her designee.
- D. *City Manager.* The chief administrative officer or designee of that officer for each member municipality.
- E. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.
- F. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

SECTION 3: Rights and Responsibilities of Participating Agency

The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective Participating Agency.

- A. Any Participating Agency may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be two mental health clinicians working full time (40 hours) per week across and within all four communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the participating agencies. This

coordinator will be responsible for ensuring that the clinician is being properly utilized in all four communities and provide overall direction to the clinician.

- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

SECTION 4: OCHN Rights and Responsibilities

- A. OCHN shall employ two qualified full-time mental health clinician to support the four communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the mental health clinician's salary and benefits and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits.
- B. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.
- C. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- D. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.

SECTION 5: Responsibility of Costs for Participating Agencies

- A. The expenses associated with participating in this program will be shared equally among the four Participating Agencies. These expenses will include the cost of the clinician's salary/benefits, training, office supplies, vehicle, computer, communication devices (radio/phone), and office space (collectively "Costs").
- B. The Oakland Community Health Network will serve as the employer of the mental health clinician providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy.

- C. A primary fiduciary shall be selected from the four Participating Agencies to serve the function of directing the finances of the Participating Agencies, including expenses, revenues, and grant funding opportunities.
- D. Training expenses for staff of participating agencies supporting the Program shall be the responsibility of each Participating Agency as preapproved by the City Manager or their designee. Training for the clinician shall be the responsibility of OCHN.

SECTION 6: Responsibilities and liability of Participating Agencies and Parties

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

SECTION 7: CoRe Crisis Committee: Operations Manual

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

Section 8: Term and Termination

- A. This Agreement shall be effective when executed by OCHN and each Participating Agency with resolutions passed by the governing bodies of each Participating Agency ("Effective Date}.
- B. This Agreement shall remain in effect for one (1} year from the Effective Date, unless otherwise canceled or terminated by any of the parties pursuant to the terms of the Agreement. The parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.
- C. Any party may terminate this Agreement with or without cause upon ninety (90} days prior written Notice to the other parties in accordance with the terms of this Agreement.

SECTION 9: General Provisions

- A. This Agreement shall remain in full force and effect and shall bind OCHN, and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30} days of its passage.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098.
 - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.

- H. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- I. Authorization and Completion of Agreement. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- J. Compliance with Laws. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- K. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- L. Delegation and Assignment. Neither party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- M. Waiver. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- N. Force Majeure. Each party shall be excused from any obligations under this Agreement during the time and to the extent that a party is prevented from performing due to causes beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism;(d) war; (e) insurrection or riot; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.
- O. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- P. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of _____, 2023.

CITY OF FERNDALE

By: _____

Its: _____

By: _____

Its: _____

CITY OF HAZEL PARK

By: _____

Its: _____

By: _____

Its: _____

CITY OF MADISON HEIGHTS

By: _____

Its: _____

By: _____

Its: _____

CITY OF ROYAL OAK

By: _____

Its: _____

By: _____

Its: _____

OAKLAND COMMUNITY HEALTH NETWORK

By: _____

Its: _____

Oakland Community Health Network

Mental Health Co-Responder Agreement
Budget FY 2024*

* prorated for actual hire date of co-responders

	Budget
Salary	\$ 70,000
Fringes (42%)	29,400
Laptop Purchase	1,500
Ipad Purchase	1,000
Cell Phone	160
Cell Phone (annual services)	504
MIFI	441
Ipad cell/wifi service	441
Vehicle Stipends	9,600
Other supplies	1,000
OCHN Admin (supervision)	6,843
	<hr/> \$ 120,889



AGENDA ITEM SUMMARY FORM

MEETING DATE: 12/11/2023

PREPARED BY: Brent LeMerise, Police Department

AGENDA ITEM CONTENT: Purchase of Tasers

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$18,000

FUNDS REQUESTED: \$26,084

FUND: 101-301-982-0000

EXECUTIVE SUMMARY:

Current Tasers are beyond warranty and outdated technology. Tasers are scheduled/budgeted for replacement, and the funds are currently available within the police department budget.

RECOMMENDATION:

Staff recommends City Council approve the purchase of twenty (20) Taser 10 models (including training and equipment) for \$26,084 per year over a five (5) year contract with Axon Enterprise, Inc. The total of cost of the contract would be \$130,420. Axon Enterprise, Inc. is the sole source provider for this type of technology.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-527530-45237

Item 7.

Issued: 11/07/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 113354

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-280 W 13 Mile Rd 280 W 13 Mile Rd Madison Heights, MI 48071-1804 USA	Madison Heights Police Department - MI 280 W 13 Mile Rd Madison Heights MI 48071-1804 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Brent LeMerise Phone: (248) 585-2100 Email: blemerise@madison-heights.org Fax: (248) 585-8090

Quote Summary

Program Length	60 Months
TOTAL COST	\$130,420.00
ESTIMATED TOTAL W/ TAX	\$130,420.00

Discount Summary

Average Savings Per Year	\$3,990.00
TOTAL SAVINGS	\$19,950.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$26,084.00	\$0.00	\$26,084.00
Mar 2025	\$26,084.00	\$0.00	\$26,084.00
Mar 2026	\$26,084.00	\$0.00	\$26,084.00
Mar 2027	\$26,084.00	\$0.00	\$26,084.00
Mar 2028	\$26,084.00	\$0.00	\$26,084.00
Total	\$130,420.00	\$0.00	\$130,420.00

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$15 Item 7.
\$140,416.00
\$130,420.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	60	\$28.30	\$27.08	\$27.08	\$40,620.00	\$0.00	\$40,620.00
T10Cert	TASER 10 Certification Bundle	20	60	\$82.60	\$75.83	\$67.50	\$81,000.00	\$0.00	\$81,000.00
A la Carte Hardware									
100616	TASER 10 BLACKHAWK HOLSTER, RH	25			\$80.00	\$80.00	\$2,000.00	\$0.00	\$2,000.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
Total							\$130,420.00	\$0.00	\$130,420.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
T10 CERTIFICATION ADD-ON BUNDLE	100399	TASER 10 LIVE CARTRIDGE	250	03/01/2024
T10 CERTIFICATION ADD-ON BUNDLE	100400	TASER 10 HALT CARTRIDGE	150	03/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	20	03/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	20	03/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	1	03/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	03/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	03/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	400	03/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	120	03/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	8	03/01/2024
TASER 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	18	03/01/2024
TASER 10 Certification Bundle	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	03/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	03/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	20	03/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	4	03/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	03/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/01/2024
A la Carte	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	03/01/2024
T10 CERTIFICATION ADD-ON BUNDLE	100399	TASER 10 LIVE CARTRIDGE	50	03/01/2025
T10 CERTIFICATION ADD-ON BUNDLE	100400	TASER 10 HALT CARTRIDGE	150	03/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	03/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	120	03/01/2025
T10 CERTIFICATION ADD-ON BUNDLE	100399	TASER 10 LIVE CARTRIDGE	50	03/01/2026
T10 CERTIFICATION ADD-ON BUNDLE	100400	TASER 10 HALT CARTRIDGE	150	03/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	03/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	120	03/01/2026
T10 CERTIFICATION ADD-ON BUNDLE	100399	TASER 10 LIVE CARTRIDGE	50	03/01/2027
T10 CERTIFICATION ADD-ON BUNDLE	100400	TASER 10 HALT CARTRIDGE	150	03/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	03/01/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	120	03/01/2027
T10 CERTIFICATION ADD-ON BUNDLE	100399	TASER 10 LIVE CARTRIDGE	50	03/01/2028
T10 CERTIFICATION ADD-ON BUNDLE	100400	TASER 10 HALT CARTRIDGE	150	03/01/2028
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	03/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	120	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
T10 CERTIFICATION ADD-ON BUNDLE	20248	TASER 7 EVIDENCE.COM LICENSE	25	04/01/2024	03/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	20	04/01/2024	03/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
T10 CERTIFICATION ADD-ON BUNDLE	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	25
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	20
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	20	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/01/2025	03/31/2029

Payment Details

Item 7.

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	\$400.00	\$0.00	\$400.00
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 1	C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	\$8,124.00	\$0.00	\$8,124.00
Year 1	T10Cert	TASER 10 Certification Bundle	20	\$16,200.00	\$0.00	\$16,200.00
Total				\$26,084.00	\$0.00	\$26,084.00

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	\$400.00	\$0.00	\$400.00
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 2	C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	\$8,124.00	\$0.00	\$8,124.00
Year 2	T10Cert	TASER 10 Certification Bundle	20	\$16,200.00	\$0.00	\$16,200.00
Total				\$26,084.00	\$0.00	\$26,084.00

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	\$400.00	\$0.00	\$400.00
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 3	C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	\$8,124.00	\$0.00	\$8,124.00
Year 3	T10Cert	TASER 10 Certification Bundle	20	\$16,200.00	\$0.00	\$16,200.00
Total				\$26,084.00	\$0.00	\$26,084.00

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	\$400.00	\$0.00	\$400.00
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 4	C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	\$8,124.00	\$0.00	\$8,124.00
Year 4	T10Cert	TASER 10 Certification Bundle	20	\$16,200.00	\$0.00	\$16,200.00
Total				\$26,084.00	\$0.00	\$26,084.00

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100616	TASER 10 BLACKHAWK HOLSTER, RH	25	\$400.00	\$0.00	\$400.00
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,360.00	\$0.00	\$1,360.00
Year 5	C00001	T10 CERTIFICATION ADD-ON BUNDLE	25	\$8,124.00	\$0.00	\$8,124.00
Year 5	T10Cert	TASER 10 Certification Bundle	20	\$16,200.00	\$0.00	\$16,200.00
Total				\$26,084.00	\$0.00	\$26,084.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Axon to buyback 20 old TASER handles for \$500/ handle (\$10,000 total) contingent upon contract execution of 12/31/2023

Signature

Date Signed

11/7/2023

